

Catherine Benediktsson, President
Richard Snyder, Vice President
John Carapiet, Secretary

Omar Arias-Montez, Director
Tod Moody, Director

**NOTICE AND AGENDA
Regular Board Meeting
at Sanitary District No. 5 of Marin County
Thursday, February 19th, 2026**

5:00 P.M. REGULAR BOARD MEETING

Teleconference Location:

Director Richard Snyder 10 Pomander Way Belvedere CA 94920	Director Catherine Benediktsson 2352 Mar East Street Tiburon CA 94920
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PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL DUE TO DIRECTOR SNYDER TELECONFERENCE FROM 10 Pomander Way Belvedere CA 94920 & DIRECTOR BENEDIKTSSON FROM 2352 Mar East Street Tiburon CA 94920

ROLL CALL:

PUBLIC COMMENTS: The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes.

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS:

CONSENT CALENDAR:

1. Approval of January 15th, 2026 Regular Board Meeting Minutes
2. Review and receive all electronic fund transfers (EFTs) and approve warrants from January 9th, 2026, through February 12th, 2026, (JP Morgan Chase Bank, check no.11712 through check no. 11778, all transactions totaling \$782,180.13 and receive January 2026 payroll, in the sum of \$179,762.39 (Rubio)
3. Receipt of Financial Reports through February 12th, 2026 (Rubio)

MANAGEMENT REPORTS:

4. District Manager Summary Report (Rubio)

NEW BUSINESS:

PUBLIC HEARING:

5. 2nd Reading of Ordinance 2026-01 AN ORDINANCE OF THE MARIN COUNTY SANITARY DISTRICT NO. 5 AMENDING EXISTING SECTION 2.05.010(4) OF THE MARIN COUNTY SANITARY DISTRICT NO. 5 CODE TO INCREASE BOARD MEMBER COMPENSATION- Action (Rubio)

6. 2nd Reading of Ordinance 2026-02 “AN AMENDED ORDINANCE REGULATING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, THE INSTALLATION OF LATERAL SEWERS AND PUBLIC SEWER MAIN EXTENSIONS, PROVIDING PERMITS AND FIXING FEES FOR THE INSTALLATION AND CONNECTION OF SANITARY SEWERS, REGULATING THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF”- Action (Rubio)

UNFINISHED BUSINESS:

COMMITTEE REPORTS:

7. Capital Improvement Program Committee (Carapiet/Moody)
8. Finance & Fiscal Oversight Committee (Benediktsson/Carapiet)
9. Governance Committee (No Meeting)
10. Personnel Committee (Snyder/Carapiet)
11. Solar Ad-Hoc Meeting (No Meeting)

OTHER BUSINESS:

ENVIRONMENTAL:

CORRESPONDENCE:

INFORMATIONAL ITEMS:

ADJOURNMENT:

The Board will be asked to adjourn the meeting to a Regular Board Meeting on March 19, 2026, at 5:00 P.M.

At its discretion, the Board of Directors may consider the above-agenda items out of the order in which they appear currently. Accessible public meetings: Upon request, the District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services to enable individual with disabilities to participate in public meetings. Please submit written requests to the District at P.O. Box 227, Tiburon, CA 94920 or hr@sani5.org at least two days prior to the meeting.

Omar Arias-Montez, President
John Carapiet, Vice President
Tod Moody, Secretary

Catharine Benediktsson, Director
Richard Snyder, Director

NOTICE AND AGENDA
Regular Board Meeting Minutes
at Sanitary District No. 5 of Marin County
Thursday, January 15th, 2026

5:00 P.M. REGULAR BOARD MEETING

Teleconference Location:

Director Richard Snyder 10 Pomander Way Belvedere CA 94920	Director Catherine Benediktsson 2352 Mar East Street Tiburon CA 94920
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PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL DUE TO DIRECTOR SNYDER TELECONFERENCE FROM 10 Pomander Way Belvedere CA 94920 & DIRECTOR BENEDIKTSSON FROM 2352 Mar East Street Tiburon CA 94920

ROLL CALL: Omar Arias-Montez, Tod Moody, Catherine Benediktsson, Richard Snyder, John Carapiet

PUBLIC COMMENTS: The public is invited to address the Board on items that do not appear on the agenda and are within the subject matter jurisdiction of the Board. The Brown Act does not allow the Board to take action on any public comment. Please limit public comments to no more than three minutes. **1 member of the Pubic in attendance- Hulk**

DIRECTORS' COMMENTS AND/OR AGENDA REQUESTS: None

ELECTION OF OFFICERS OF THE BOARD AND COMMITTEE ASSIGNMENTS:

1. Elections for Officers of the Board – Action (Rubio)

Motion to appoint Catherine Benediktsson as Board President

(M/S Snyder/Carapiet 5-0-0-0)

Ayes: Carapiet, Snyder, Arias- Montez , Moody, Benediktsson

Nos: None

Absent: None

Abstain: None

Motion to appoint Richard Snyder as Board Vice President

(M/S Arias-Montez/Moody 5-0-0-0)

Ayes: Carapiet, Snyder, Arias- Montez, Moody, Benediktsson

Nos: None

Absent: None

Abstain: None

Motion to appoint John Carapiet as Board Secretary

(M/S Snyder/Benediktsson 5-0-0-0)

Ayes: Carapiet, Snyder, Arias- Montez , Moody, Benediktsson

Nos: None

Absent: None

Abstain: None

2. Appointment of Committee Members and setting date & time for regular, standing committee meetings – Action (Rubio)

Passing of the Gavel to Board President Benediktsson, and direction to keep all committee assignments the same as of 2025.

CONSENT CALENDAR:

3. Approval of December 18th, 2025 Regular Board Meeting Minutes
4. Review and receive all electronic fund transfers (EFTs) and approve warrants from December 12th, 2025, through January 8th, 2026, (JP Morgan Chase Bank, check no.11660 through check no. 11711, all transactions totaling \$488,663.48 and receive December 2025 payroll, in the sum of \$161,170.55 (Rubio)
5. Receipt of Financial Reports through January 8th, 2026 (Rubio)
6. Receipt of Sanitary District No 5 of Marin County's FY24-25 Audited Financial Statements (Final), by Perotti & Carrade (Rubio)
7. Approval of PCO#9 Digester Rehab Change Order of \$156,811 for added sludge disposal costs (Rubio)

Motion to approve consent calendar items 3-7

(M/S Snyder/Moody 5-0-0-0)

Ayes: Carapiet, Snyder, Arias- Montez , Moody, Benediktsson

Nos: None

Absent: None

Abstain: None

MANAGEMENT REPORTS:

8. District Manager Summary Report (Rubio)

NEW BUSINESS:

9. Review and approve minor changes to the OIT Maintenance Internship Job Description- Action (Rubio)

Motion to approve minor changes to the OIT Maintenance Internship Job Description.

(M/S Snyder/Arias-Montez 5-0-0-0)

Ayes: Carapiet, Snyder, Arias- Montez , Moody, Benediktsson

Nos: None

Absent: None

Abstain: None

10. Review and consideration to accept PCO#10 and authorize the District Manager to approve additional work in the amount of \$34,297 for additional concrete rehabilitation work in the sludge storage area regarding the Digester Cleaning and Rehabilitation project. -Action (Rubio)

Motion to accept PCO#10 and authorize the District Manager to approve additional work in the amount of \$34,297 for additional concrete rehabilitation work in the sludge storage area regarding the Digester Cleaning and Rehabilitation Project.

(M/S Snyder/Carapiet 5-0-0-0)

Ayes: Carapiet, Snyder, Arias- Montez , Moody, Benediktsson

Nos: None

Absent: None

Abstain: None

UNFINISHED BUSINESS:

COMMITTEE REPORTS:

- 11. Capital Improvement Program Committee (No Meeting)
- 12. Finance & Fiscal Oversight Committee (Benediktsson/Carapiet)
- 13. Governance Committee (No Meeting)
- 14. Personnel Committee (Snyder/Carapiet)
- 15. Solar Ad-Hoc Meeting (No Meeting)

OTHER BUSINESS:

ENVIRONMENTAL:

CORRESPONDENCE:

INFORMATIONAL ITEMS:

ADJOURNMENT: 5:35

The Board will be asked to adjourn the meeting to a Regular Board Meeting on February 19, 2026, at 5:00 P.M.

Approved:

Attest:

Catherine Benediktsson
Board President

John Carapiet
Board Secretary

At its discretion, the Board of Directors may consider the above-agenda items out of the order in which they appear currently. Accessible public meetings: Upon request, the District will provide written agenda materials in appropriate alternate formats, or disability-related modification or accommodation, including auxiliary aids or services to enable individual with disabilities to participate in public meetings. Please submit written requests to the District at P.O. Box 227, Tiburon, CA 94920 or hr@sani5.org at least two days prior to the meeting.

Sanitary District No.5 of Marin County

Warrant List Summary

January 9 through February 12, 2026

02/14/26

Date	Num	Name	Memo	Amount
JP Morgan Chase - Primary 7399				
01/26/20	EFT	CalPERS (457 Def Comp)	457 Contributions, semi-monthly, 1/15/26	-6,254.90
01/26/20	EFT	CalPERS (Pension)	Pension - Dec 2025	-27,569.73
01/26/20	EFT	CalPERS (Health Premium)	Health Insurance Premium - Feb 2026	-28,181.97
02/10/20	EFT	CalPERS (457 Def Comp)	457 Contributions, semi-monthly, 1/30/26	-6,254.90
02/10/20	EFT	CalPERS (Pension)	Pension - Jan 2026	-28,110.92
02/12/20	11712	Access Answering Service	Answering Service - Feb 2026	-120.46
02/12/20	11713	Amazon Capital Services (Amaz...	Stmt Date 1/31/26: Lab items: monitors, bookshelves, ...	-998.99
02/12/20	11714	AT&T *5559 (Pump Stations)	Pump Station lines - Feb 2026	-368.70
02/12/20	11715	AT&T Calnet *4692 (Ops/Main Bl...	Oper Control Ctr & Paradise Cove - Dec 2025	-96.68
02/12/20	11716	Banshee Networks, Inc.	computer network services - Dec 2025	-2,963.96
02/12/20	11717	Brelje and Race Laboratories, Inc.	samples submitted, Main Plant - Dec 2025	-2,238.00
02/12/20	11718	Burke, Williams & Sorensen, LLP	District Counsel & Personnel Services - Dec 2025	-15,785.00
02/12/20	11719	CA Assn of Sanitation Agencies ...	2026 WADC Policy Forum registration, Feb 2026	-775.00
02/12/20	11720	Cain's Tire, Incorporated	2 new tires for Rodder truck	-1,047.64
02/12/20	11721	Caltest Analytical Laboratory	Lab Monitoring - Dec 2025	-1,899.05
02/12/20	11722	Carollo Engineers, Inc.	Odor Control Alternative Evaluation - Dec 2025	-14,951.00
02/12/20	11723	Center For Hearing Health, Inc.	annual audiometric testing, Jan-Dec 2026	-720.00
02/12/20	11724	Central Marin Sanitation Agency...	FY 2025/2026 2nd Qtr Countywide Public Education Pr...	-223.68
02/12/20	11725	Cintas Corporation	weekly: scraper & towels - Jan 2026	-177.70
02/12/20	11726	Comcast Bus (Internet/Voice/Ca...	Bus Cable, Internet, Voice - Feb 2026	-744.73
02/12/20	11727	Comcast Business (VOIP) *9079	Bus Voice Edge - Feb 2026	-469.66
02/12/20	11728	Corodata Records Management ...	records storage - Dec 2025	-57.19
02/12/20	11729	D&K Auto Service	2011 Chevy Silverado oil change/service	-192.52
02/12/20	11730	DKF Solutions Group, LLC	TrainingLink monthly subscription - Feb 2026	-462.00
02/12/20	11731	eNPDES.com & Associates	annual eNPDES support, Aug 2025-July 2026	-1,950.00
02/12/20	11732	Fastenal Company	Plant binstock-parts & hardware, Safety PPE, cleaning...	-6,538.26
02/12/20	11733	FlexTG, LLC	copiers: base rate & usage charge, Jan 2026	-315.71
02/12/20	11734	Fort Bragg Electric Inc	Cove Rd Pump STation Project, Nov 2025-Jan 2026	-142,772.25
02/12/20	11735	Frank A. Olsen Company	chain wheel for Dezurik valve-DRP CIP	-183.50
02/12/20	11736	Gallagher Benefit Services Inc	2025 Total Compensation Study, completion	-12,430.00
02/12/20	11737	Goodman Building Supply Co.	Stmt Date 1/25/26: parts: repair side boxes on Rodder ...	-28.73
02/12/20	11738	Grainger	Lab faucet, solenoid valves for RDT poly blend/pressu...	-3,275.30
02/12/20	11739	GSE Construction Company Inc	Main Plant Digester Cleaning & Rehab Project - Dec 20...	-203,300.00
02/12/20	11740	Harrington Industrial Plastics LLC	SASM Parts - PVC 2" Check VLV	-215.14
02/12/20	11741	HDR Engineering Inc	Digester Cleaning & Rehab Project, Dec 2025-Jan 2026	-37,920.36
02/12/20	11742	Herc Rentals, Inc.	filled propane bottles for the forklift	-196.40
02/12/20	11743	Home Depot Credit Services *28...	brackets for chemical shed	-40.53
02/12/20	11744	Jackson's Hardware, Inc.	work boots for employee, tools to modify installation ...	-285.10
02/12/20	11745	Jill Kalehua, DMMS	Accounting Services - Jan 2026	-2,934.54
02/12/20	11746	JM Integration, LLC	programming-PLC replacement, Nov & Dec 2025, UPS ...	-13,858.45
02/12/20	11747	John's Dairy & Pool Supply	bicarbonate for PH control, tank brush, scrubber	-2,531.34
02/12/20	11748	Koffler Elect. Mech. Apparatus ...	rebuild motor for Primary Digester mixing pump	-3,227.29
02/12/20	11749	Linscott Engineering Contractor...	Drain line repair, RAS Room to front of Plant	-18,748.84
02/12/20	11750	Lystek International Ltd.	biosolids delivery - Dec 2025	-699.84
02/12/20	11751	Mill Valley Refuse Serv (Garbag...	Garbage service - Feb 2026, and special pickup Jan 20...	-627.13
02/12/20	11752	Mill Valley Refuse Service (Slud...	Exchanges (4) - Jan 2026	-2,300.00
02/12/20	11753	Nute Engineering Corp.	Cove Rd Pump Station Improvements - Dec 2025	-3,401.00
02/12/20	11754	Pacific Gas & Electric	Stmt Date 1/26/26	-34,234.22
02/12/20	11755	Perotti & Carrade	3rd interim billing for audit FY 2024/2025, State Contro...	-7,100.00
02/12/20	11756	Peterson CAT	new muffler for Paco pump	-2,202.88
02/12/20	11757	Polydyne Inc	polymer for RDT/Screw Press, 2 totes	-9,225.52
02/12/20	11758	Primo Brands	drinking water - Jan 2026	-140.07
02/12/20	11759	Sewer Tech Inc	Lab and Locker room remodeling: labor and parts	-45,950.00
02/12/20	11760	Shape Inc	new pump for Seafirth station #1	-38,230.65
02/12/20	11761	T-Mobile *1446 cell	cell phones - Jan 2026	-398.45
02/12/20	11762	Telstar Instruments	chlor-a-vac unit repair	-7,521.54
02/12/20	11763	Town of Tiburon	Quarterly fuel: gasoline & diesel - Oct-Dec 2025	-4,111.50
02/12/20	11764	U.S. Bank cc *3611	event registration & travel: Jan -Mar 2026, vehicle mai...	-6,483.67

02/14/26

Sanitary District No.5 of Marin County
Warrant List Summary
January 9 through February 12, 2026

Date	Num	Name	Memo	Amount
02/12/20	11765	Univar Solutions	Sodium hypochlorite	-10,692.16
02/12/20	11766	USA Blue Book	Lab reagents & chemicals for compliance testing	-3,336.85
02/12/20	11767	VWR International LLC	VOID: old company name printed on check. Reprinted ...	0.00
02/12/20	11768	Waste Management, Redwood L...	Garbage service - Dec 2025	-1,373.16
02/12/20	11769	VWR International LLC	potassium iodide	-272.06
02/12/20	11770	Fastenal Company	shop supplies	-435.93
02/12/20	11771	Grainger	replacement winches for CCB and chemical safety	-1,004.74
02/12/20	11772	MISCOwater	chemical feed pumps for Paradise Cove	-950.24
02/12/20	11773	T-Mobile *8704 SIM	(6) SIM cards for pump stations: Bill period Jan 2026, ...	-60.00
02/12/20	11774	Corodata Records Management ...	records storage - Jan 2026	-57.19
02/12/20	11775	G3 Engineering, Inc.	acrylic mixing chambers	-603.31
02/12/20	11776	Nute Engineering Corp.	Cove Rd Pump Station Improvements - Jan 2026	-5,711.00
02/12/20	11777	Special Dist Risk Mgmt Authorit...	Basic Life & ADD, LTD, Dental Vision - Mar 2026	-2,010.36
02/12/20	11778	Waste Management, Redwood L...	Garbage service - Jan 2026	-1,630.54
Total JP Morgan Chase - Primary 7399				-782,180.13
TOTAL				-782,180.13

02/14/26

Sanitary District No.5 of Marin County
Warrant List Detail
 January 9 through February 12, 2026

<u>Num</u>	<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
EFT	Check	01/26/2	CalPERS (457 De...	457 Contributions, semi-monthly, 1/15/...	JP Morgan Chase - ...	
				457 Contributions, semi-monthly, 1/15/26	8008 · Deferred Com...	-6,254.90
TOTAL						-6,254.90
EFT	Check	01/26/2	CalPERS (Pensi...	Pension - Dec 2025	JP Morgan Chase - ...	
				Pepra, Dec 2025	8019.05 · PERS Reti...	-11,578.94
				Classic, Dec 2025	8019.05 · PERS Reti...	-15,990.79
TOTAL						-27,569.73
EFT	Check	01/26/2	CalPERS (Health...	Health Insurance Premium - Feb 2026	JP Morgan Chase - ...	
				Active Employee Health Insurance Premi...	8020.05 · Employee ...	-27,039.87
				Retiree Health Insurance Premium, plus ...	8022.05 · Retiree He...	-1,142.10
TOTAL						-28,181.97
EFT	Check	02/10/2	CalPERS (457 De...	457 Contributions, semi-monthly, 1/30/...	JP Morgan Chase - ...	
				457 Contributions, semi-monthly, 1/30/26	8008 · Deferred Com...	-6,254.90
TOTAL						-6,254.90

Sanitary District No.5 of Marin County
Warrant List Detail
 January 9 through February 12, 2026

02/14/26

Num	Type	Date	Name	Memo	Account	Paid Amount
EFT	Check	02/10/2	CalPERS (Pensi...	Pension - Jan 2026	JP Morgan Chase - ...	
				Pepra, Jan 2026	8019.05 · PERS Reti...	-11,578.94
				Classic, Jan 2026	8019.05 · PERS Reti...	-16,531.98
TOTAL						-28,110.92
11712	Bill Pmt -...	02/12/2	Access Answeri...	Answering Service - Feb 2026	JP Morgan Chase - ...	
	Bill	02/05/2		Answering Service - Feb 2026	8510 · Data/Alarms/l...	-120.46
TOTAL						-120.46
11713	Bill Pmt -...	02/12/2	Amazon Capital ...	Stmt Date 1/31/26: Lab items: monitor...	JP Morgan Chase - ...	
Stmt...	Bill	01/31/2		Inv 1DCY-J9YL-G4XX, lab monitors, 1/7/26	8510 · Data/Alarms/l...	-535.20
				Inv 1RVF-61C9-GW99, lab DI water pum...	7025 · Lab Supplies ...	-107.15
				Inv 1LMW-GCGQ-GRTT, lab book shelv...	7025 · Lab Supplies ...	-63.86
				Inv 1QQH-7JNL-HX3Y, lab anti-fatigue m...	8515 · Safety	-292.78
TOTAL						-998.99
11714	Bill Pmt -...	02/12/2	AT&T *5559 (Pu...	Pump Station lines - Feb 2026	JP Morgan Chase - ...	
Bill ...	Bill	01/28/2		1/28/26-2/27/26, Feb 2026, pay current c...	8533 · Pumps & Line...	-368.70
TOTAL						-368.70

Sanitary District No.5 of Marin County
Warrant List Detail
January 9 through February 12, 2026

02/14/26

Num	Type	Date	Name	Memo	Account	Paid Amount
11715	Bill Pmt -...	02/12/2	AT&T Calnet *46...	Oper Control Ctr & Paradise Cove - De...	JP Morgan Chase - ...	
000...	Bill	01/12/2		Operators Control Center phones - 12/12...	8531 · Main Plant Tel...	-64.80
				Paradise Cove phones - 12/12/25-1/11/2...	8532 · Paradise Cov...	-31.88
TOTAL						-96.68
11716	Bill Pmt -...	02/12/2	Banshee Networ...	computer network services - Dec 2025	JP Morgan Chase - ...	
16878	Bill	01/13/2		computer network services - Dec 2025	8510 · Data/Alarms/l...	-2,963.96
TOTAL						-2,963.96
11717	Bill Pmt -...	02/12/2	Brelje and Race ...	samples submitted, Main Plant - Dec 2...	JP Morgan Chase - ...	
168...	Bill	01/20/2		samples submitted - Dec 2025	7051 · Main Plant La...	-2,238.00
TOTAL						-2,238.00
11718	Bill Pmt -...	02/12/2	Burke, Williams ...	District Counsel & Personnel Services...	JP Morgan Chase - ...	
358...	Bill	01/20/2		District Counsel Services - Dec 2025	6039 · Legal	-14,049.00
358...	Bill	01/20/2		District Counsel Services - Dec 2025	6039 · Legal	-1,736.00
TOTAL						-15,785.00

Sanitary District No.5 of Marin County
Warrant List Detail
 January 9 through February 12, 2026

02/14/26

Num	Type	Date	Name	Memo	Account	Paid Amount
11719	Bill Pmt -...	02/12/2	CA Assn of Sanit...	2026 WADC Policy Forum registration,...	JP Morgan Chase - ...	
10406	Bill	01/23/2		2026 WADC Policy Forum registration, F...	6018.1 · Meetings & ...	-775.00
TOTAL						-775.00
11720	Bill Pmt -...	02/12/2	Cain's Tire, Incor...	2 new tires for Rodder truck	JP Morgan Chase - ...	
Inv ...	Bill	12/03/2		2 new tires for Rodder truck. PO M-26-014	7072 · Maintenance	-1,047.64
TOTAL						-1,047.64
11721	Bill Pmt -...	02/12/2	Caltest Analytica...	Lab Monitoring - Dec 2025	JP Morgan Chase - ...	
736...	Bill	01/12/2		Main Plant Lab Monitoring - Dec 2025	7051 · Main Plant La...	-1,802.15
				Paradise Cove Monitoring - Dec 2025	7052 · Paradise Cov...	-96.90
TOTAL						-1,899.05
11722	Bill Pmt -...	02/12/2	Carollo Engineer...	Odor Control Alternative Evaluation - ...	JP Morgan Chase - ...	
FB7...	Bill	01/09/2		Odor Control Alternative Evaluation - Dec...	6017 · Consulting Fees	-14,951.00
TOTAL						-14,951.00

Sanitary District No.5 of Marin County
Warrant List Detail
January 9 through February 12, 2026

02/14/26

Num	Type	Date	Name	Memo	Account	Paid Amount
11723	Bill Pmt -...	02/12/2	Center For Heari...	annual audiometric testing, Jan-Dec 2...	JP Morgan Chase - ...	
21831	Bill	01/12/2		annual audiometric testing, Jan-June 2026	8515 · Safety	-360.00
				annual audiometric testing, July--Dec 202...	8515 · Safety	-360.00
TOTAL						-720.00
11724	Bill Pmt -...	02/12/2	Central Marin Sa...	FY 2025/2026 2nd Qtr Countywide Pub...	JP Morgan Chase - ...	
INV...	Bill	01/07/2		FY 2025/2026 2nd Qtr Countywide Public...	6059 · Pollution Prev...	-223.68
TOTAL						-223.68
11725	Bill Pmt -...	02/12/2	Cintas Corporati...	weekly: scraper & towels - Jan 2026	JP Morgan Chase - ...	
Stmnt...	Bill	01/31/2		weekly - scraper & towels, Inv 42550472...	7023 · Janitorial Sup...	-35.54
				weekly - scraper & towels, Inv 42558226...	7023 · Janitorial Sup...	-35.54
				weekly - scraper & towels, Inv 42565860...	7023 · Janitorial Sup...	-35.54
				weekly - scraper & towels, Inv 42573168...	7023 · Janitorial Sup...	-35.54
				weekly - scraper & towels, Inv 42580601...	7023 · Janitorial Sup...	-35.54
TOTAL						-177.70

Sanitary District No.5 of Marin County
Warrant List Detail
January 9 through February 12, 2026

02/14/26

<u>Num</u>	<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
11726	Bill Pmt -...	02/12/2	Comcast Bus (In...	Bus Cable, Internet, Voice - Feb 2026	JP Morgan Chase - ...	
Bill ...	Bill	01/26/2		Business Cable, Internet, Voice - Feb 2026	8531 · Main Plant Tel...	-744.73
TOTAL						-744.73
11727	Bill Pmt -...	02/12/2	Comcast Busine...	Bus Voice Edge - Feb 2026	JP Morgan Chase - ...	
001...	Bill	02/02/2		Business Voice Edge - Feb 2026 shortpaid amount from 12/1/25 (Dec 202...	8530 · Telephone 8530 · Telephone	-463.80 -5.86
TOTAL						-469.66
11728	Bill Pmt -...	02/12/2	Corodata Record...	records storage - Dec 2025	JP Morgan Chase - ...	
RS3...	Bill	12/31/2		standard record storage carton - Dec 2025	6017 · Consulting Fees	-57.19
TOTAL						-57.19
11729	Bill Pmt -...	02/12/2	D&K Auto Service	2011 Chevy Silverado oil change/service	JP Morgan Chase - ...	
83115	Bill	01/29/2		2011 Chevy Silverado oil change/service....	7072 · Maintenance	-192.52
TOTAL						-192.52

Sanitary District No.5 of Marin County
Warrant List Detail
 January 9 through February 12, 2026

02/14/26

<u>Num</u>	<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
11730	Bill Pmt -...	02/12/2	DKF Solutions G...	TrainingLink monthly subscription - F...	JP Morgan Chase - ...	
23301	Bill	02/01/2		TrainingLink monthly subscription - Feb 2...	8515 · Safety	-462.00
TOTAL						-462.00
11731	Bill Pmt -...	02/12/2	eNPDES.com & ...	annual eNPDES support, Aug 2025-Jul...	JP Morgan Chase - ...	
Inv ...	Bill	01/19/2		annual eNPDES support, Aug 2025-June...	8510 · Data/Alarms/I...	-1,787.50
				annual eNPDES support, July 2026, FY 2...	8510 · Data/Alarms/I...	-162.50
TOTAL						-1,950.00
11732	Bill Pmt -...	02/12/2	Fastenal Company	Plant binstock-parts & hardware, Safet...	JP Morgan Chase - ...	
CAP...	Bill	01/20/2		Plant binstock-parts & hardware low, incl...	7021 · Plant Mainten...	-5,245.08
CAP...	Bill	01/27/2		Safety PPE and binstock refill, PO O-26-...	8520 · Personal Prot...	-1,070.68
CAP...	Bill	01/27/2		cleaning supplies for polymer/chemicals, ...	7021 · Plant Mainten...	-222.50
TOTAL						-6,538.26
11733	Bill Pmt -...	02/12/2	FlexTG, LLC	copiers: base rate & usage charge, Ja...	JP Morgan Chase - ...	
457...	Bill	02/02/2		copiers: base rate & usage charge - Jan ...	6047 · Office Supplies	-315.71
TOTAL						-315.71

Sanitary District No.5 of Marin County
Warrant List Detail
 January 9 through February 12, 2026

02/14/26

Num	Type	Date	Name	Memo	Account	Paid Amount
11734	Bill Pmt -...	02/12/2	Fort Bragg Elect...	Cove Rd Pump STation Project, Nov 2...	JP Morgan Chase - ...	
J00...	Bill	11/24/2		Cove Rd Pump Station Project - Nov 202...	9109.2 · Bel PS#1 R...	-27,803.64
J00...	Bill	01/21/2		Cove Rd Pump Station Project - Dec 202...	9109.2 · Bel PS#1 R...	-114,968.61
TOTAL						-142,772.25
11735	Bill Pmt -...	02/12/2	Frank A. Olsen C...	chain wheel for Dezurik valve-DRP CIP	JP Morgan Chase - ...	
257...	Bill	01/05/2		chain wheel for Dezurik valve-DRP CIP. ...	7022 · Plant Maint. P...	-183.50
TOTAL						-183.50
11736	Bill Pmt -...	02/12/2	Gallagher Benefi...	2025 Total Compensation Study, comp...	JP Morgan Chase - ...	
202...	Bill	12/17/2		2025 Total Compensation Study, complet...	6017 · Consulting Fees	-12,430.00
TOTAL						-12,430.00
11737	Bill Pmt -...	02/12/2	Goodman Buildi...	Stmt Date 1/25/26: parts: repair side b...	JP Morgan Chase - ...	
NEE...	Bill	01/25/2		parts to repair side boxes on Rodder truc...	7072 · Maintenance	-20.89
				parts to install weather station on mast at...	7021 · Plant Mainten...	-7.84
TOTAL						-28.73

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Num	Type	Date	Name	Memo	Account	Paid Amount
11738	Bill Pmt -...	02/12/2	Grainger	Lab faucet, solenoid valves for RDT p...	JP Morgan Chase - ...	
976...	Bill	01/12/2		lab faucet, PO O-25-259	7022 · Plant Maint. P...	-668.09
976...	Bill	01/13/2		solenoid valves for RDT poly blend/press...	7021 · Plant Mainten...	-2,096.22
979...	Bill	02/02/2		belts for mixing pumps, fittings for pump ...	7021 · Plant Mainten...	-510.99
TOTAL						-3,275.30
11739	Bill Pmt -...	02/12/2	GSE Constructio...	Main Plant Digester Cleaning & Rehab ...	JP Morgan Chase - ...	
10	Bill	01/09/2		Main Plant Digester Cleaning & Rehab Pr...	9308.12 · Digester R...	-203,300.00
TOTAL						-203,300.00
11740	Bill Pmt -...	02/12/2	Harrington Indus...	SASM Parts - PVC 2" Check VLV	JP Morgan Chase - ...	
006...	Bill	01/15/2		SASM Parts - PVC 2" Check VLV, PO O-...	7026 · SASM Supplie...	-215.14
TOTAL						-215.14
11741	Bill Pmt -...	02/12/2	HDR Engineerin...	Digester Cleaning & Rehab Project, De...	JP Morgan Chase - ...	
120...	Bill	01/08/2		Digester Cleaning & Rehab Project, 11/3...	9308.12 · Digester R...	-16,809.58
120...	Bill	02/02/2		Digester Cleaning & Rehab Project, 12/2...	9308.12 · Digester R...	-21,110.78
TOTAL						-37,920.36

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Num	Type	Date	Name	Memo	Account	Paid Amount
11742	Bill Pmt -...	02/12/2	Herc Rentals, Inc.	filled propane bottles for the forklift	JP Morgan Chase - ...	
362...	Bill	01/30/2		filled propane bottles for the forklift. PO M...	7021 · Plant Mainten...	-196.40
TOTAL						-196.40
11743	Bill Pmt -...	02/12/2	Home Depot Cre...	brackets for chemical shed	JP Morgan Chase - ...	
Stmnt...	Bill	01/13/2		brackets for chemical shed. PO O-26-001	7041 · Paradise Part...	-40.53
TOTAL						-40.53
11744	Bill Pmt -...	02/12/2	Jackson's Hard...	work boots for employee, tools to mod...	JP Morgan Chase - ...	
193...	Bill	01/09/2		P. Collodi, work boots, PO M-26-004. FY ...	8520.01 · Boot Allow...	-196.64
194...	Bill	01/29/2		tools to modify installation of recirculation...	7021 · Plant Mainten...	-88.46
TOTAL						-285.10
11745	Bill Pmt -...	02/12/2	Jill Kalehua, DM...	Accounting Services - Jan 2026	JP Morgan Chase - ...	
Jan ...	Bill	02/01/2		Accounting Services - Jan 2026	6008 · Audit & Accou...	-2,934.54
TOTAL						-2,934.54

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Num	Type	Date	Name	Memo	Account	Paid Amount
11746	Bill Pmt -...	02/12/2	JM Integration, L...	programming-PLC replacement, Nov &...	JP Morgan Chase - ...	
23545	Bill	01/10/2		annual billing for ATT-L2-DYN-IOT Poole...	8510 · Data/Alarms/I...	-300.00
23563	Bill	01/19/2		programming - PLC replacement, 11/17/2...	8510 · Data/Alarms/I...	-1,660.40
23564	Bill	01/19/2		programming - PLC replacement, 12/8/25...	8510 · Data/Alarms/I...	-5,245.35
23565	Bill	01/19/2		UPS Management-network management ...	7022 · Plant Maint. P...	-5,371.02
				UPS Management-monitoring & manage...	8510 · Data/Alarms/I...	-1,281.68
TOTAL						-13,858.45
11747	Bill Pmt -...	02/12/2	John's Dairy & P...	bicarbonate for PH control, tank brush...	JP Morgan Chase - ...	
SAL...	Bill	01/15/2		bicarbonate for PH control, tank brush, sc...	7042 · Paradise Sup...	-2,531.34
TOTAL						-2,531.34
11748	Bill Pmt -...	02/12/2	Koffler Elect. Me...	rebuild motor for Primary Digester mix...	JP Morgan Chase - ...	
010...	Bill	01/30/2		rebuild motor for Primary Digester mixing...	7022 · Plant Maint. P...	-3,227.29
TOTAL						-3,227.29
11749	Bill Pmt -...	02/12/2	Linscott Enginee...	Drain line repair, RAS Room to front of...	JP Morgan Chase - ...	
4575	Bill	01/16/2		Drain line repair, RAS Room to front of Pl...	7012 · Sewer Line S...	-18,748.84
TOTAL						-18,748.84

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Num	Type	Date	Name	Memo	Account	Paid Amount
11750	Bill Pmt -...	02/12/2	Lystek Internatio...	biosolids delivery - Dec 2025	JP Morgan Chase - ...	
913...	Bill	01/08/2		biosolids delivery - Dec 2025	7029 · Main Plant Sl...	-699.84
TOTAL						-699.84
11751	Bill Pmt -...	02/12/2	Mill Valley Refus...	Garbage service - Feb 2026, and speci...	JP Morgan Chase - ...	
000...	Bill	02/01/2		Garbage service - Feb 2026	7028 · Grounds Main...	-546.33
				Garbage service - Jan 2026, special pick...	7028 · Grounds Main...	-80.80
TOTAL						-627.13
11752	Bill Pmt -...	02/12/2	Mill Valley Refus...	Exchanges (4) - Jan 2026	JP Morgan Chase - ...	
Inv ...	Bill	02/01/2		Exchanges: (4) Sludges, (0) Debris - Jan ...	7029 · Main Plant Sl...	-2,300.00
TOTAL						-2,300.00
11753	Bill Pmt -...	02/12/2	Nute Engineerin...	Cove Rd Pump Station Improvements ...	JP Morgan Chase - ...	
28115	Bill	01/08/2		Cove Rd Pump Station Improvements - D...	9109.2 · Bel PS#1 R...	-3,401.00
TOTAL						-3,401.00

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Num	Type	Date	Name	Memo	Account	Paid Amount
11754	Bill Pmt -...	02/12/2	Pacific Gas & El...	Stmt Date 1/26/26	JP Morgan Chase - ...	
Stmt...	Bill	01/26/2		Stmt Date 1/30/26: 12/18/25-1/20/26	8542 · Main Plant Uti...	-22,799.49
				Stmt Date 1/30/26: 12/18/25-1/20/26	8543 · Paradise Cov...	-2,602.85
				Stmt Date 1/30/26: 12/18/25-1/20/26	8544 · Pump Station ...	-8,831.88
TOTAL						-34,234.22
11755	Bill Pmt -...	02/12/2	Perotti & Carrade	3rd interim billing for audit FY 2024/20...	JP Morgan Chase - ...	
111...	Bill	12/31/2		3rd interim billing, audit FY 2024/2025	6008 · Audit & Accou...	-5,000.00
111...	Bill	01/31/2		State Controller's financial information re...	6008 · Audit & Accou...	-2,100.00
TOTAL						-7,100.00
11756	Bill Pmt -...	02/12/2	Peterson CAT	new muffler for Paco pump	JP Morgan Chase - ...	
WE...	Bill	01/09/2		new muffler for Paco pump, PO M-25-148	7011 · Pumps & Line...	-2,202.88
TOTAL						-2,202.88
11757	Bill Pmt -...	02/12/2	Polydyne Inc	polymer for RDT/Screw Press, 2 totes	JP Morgan Chase - ...	
199...	Bill	01/05/2		polymer for RDT/Screw Press, 2 totes. P...	7024 · Main Plant Ch...	-9,225.52
TOTAL						-9,225.52

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<u>Num</u>	<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
11758	Bill Pmt -...	02/12/2	Primo Brands	drinking water - Jan 2026	JP Morgan Chase - ...	
06A...	Bill	01/27/2		drinking water: 12/25/25-1/24/26, Jan 2026	7023 · Janitorial Sup...	-140.07
TOTAL						-140.07
11759	Bill Pmt -...	02/12/2	Sewer Tech Inc	Lab and Locker room remodeling: lab...	JP Morgan Chase - ...	
202...	Bill	01/14/2		Lab and Locker room remodeling: labor a...	9314.10 · M.P. Office...	-45,950.00
TOTAL						-45,950.00
11760	Bill Pmt -...	02/12/2	Shape Inc	new pump for Seafirth station #1	JP Morgan Chase - ...	
572...	Bill	01/19/2		new pump for Seafirth station #1. PO M-2...	7011 · Pumps & Line...	-38,230.65
TOTAL						-38,230.65
11761	Bill Pmt -...	02/12/2	T-Mobile *1446 c...	cell phones - Jan 2026	JP Morgan Chase - ...	
Stmt...	Bill	01/21/2		cell phones, Stmt Date 1/21/26: 12/21/25...	8530 · Telephone	-398.45
TOTAL						-398.45

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Num	Type	Date	Name	Memo	Account	Paid Amount
11762	Bill Pmt -...	02/12/2	Telstar Instrume...	chlor-a-vac unit repair	JP Morgan Chase - ...	
130...	Bill	01/07/2		chlor-a-vac unit repair	7022 · Plant Maint. P...	-7,521.54
TOTAL						-7,521.54
11763	Bill Pmt -...	02/12/2	Town of Tiburon	Quarterly fuel: gasoline & diesel - Oct-...	JP Morgan Chase - ...	
Inv ...	Bill	02/03/2		Quarterly fuel: gasoline, Oct-Dec 2025	7071 · Fuel	-2,923.41
				Quarterly fuel: diesel, Oct-Dec 2025	7071 · Fuel	-993.82
				admin surcharge, Oct-Dec 2025	7071 · Fuel	-194.27
TOTAL						-4,111.50
11764	Bill Pmt -...	02/12/2	U.S. Bank cc *3611	event registration & travel: Jan -Mar 2...	JP Morgan Chase - ...	
Stmnt...	Bill	01/26/2		WEF/AWWA Young Professional Summit...	6018.1 · Meetings & ...	-733.36
				Renaissance Esmeralda Resort, Indian ...	6018.1 · Meetings & ...	-1,028.61
				FasTrak reload, 1/21/26	6018.1 · Meetings & ...	-24.81
				Hotel.com, Hotel Washington, Wash DC, ...	6018.1 · Meetings & ...	-676.59
				Hilton Charlotte NC, 3/24/26-3/27/26, T. ...	6018.1 · Meetings & ...	-303.08
				East Bay Tire, Fairfield, new tire for Vact...	7072 · Maintenance	-866.40
				Hansel Ford of Petaluma, service for Boo...	7072 · Maintenance	-312.06
				PTac Solutions, new pulley for digester m...	7022 · Plant Maint. P...	-1,744.85
				WQI, WW Grade 3 review class for E. Th...	6020 · Continuing Ed...	-793.91
TOTAL						-6,483.67

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Sanitary District No.5 of Marin County
Warrant List Detail
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<u>Num</u>	<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
11765	Bill Pmt -...	02/12/2	Univar Solutions	Sodium hypochlorite	JP Morgan Chase - ...	
536...	Bill	01/20/2		Sodium hypochlorite, 3,000 gallons, PO ...	7024 · Main Plant Ch...	-10,692.16
TOTAL						-10,692.16
11766	Bill Pmt -...	02/12/2	USA Blue Book	Lab reagents & chemcals for complian...	JP Morgan Chase - ...	
INV...	Bill	01/27/2		Lab reagents & chemicals for compliance...	7025 · Lab Supplies ...	-3,336.85
TOTAL						-3,336.85
11767	Bill Pmt -...	02/12/2	VWR Internation...	VOID: old company name printed on c...	JP Morgan Chase - ...	
TOTAL						0.00
11768	Bill Pmt -...	02/12/2	Waste Managem...	Garbage service - Dec 2025	JP Morgan Chase - ...	
011...	Bill	01/01/2		Garbage service - Dec 2025	7029 · Main Plant Sl...	-1,373.16
TOTAL						-1,373.16

Sanitary District No.5 of Marin County Annual Budget vs Actual Expenses July 1, 2025 through February 12, 2026

	Jul 1, '25 - Feb 12, ...	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Property Taxes / AD VALOREM				
5001.2 · TEETER	616,910.10	1,009,180.00	-392,269.90	61.1%
5002 · UNSEC	18,205.60	15,000.00	3,205.60	121.4%
5003 · PUNS / PRIOR UNSECURED	1,358.30	1,000.00	358.30	135.8%
5004 · REDEMPTION / RDMPT	561.16	700.00	-138.84	80.2%
5006 · SPLU	963.82	1,000.00	-36.18	96.4%
5041 · SUPSEC	8,646.88	15,000.00	-6,353.12	57.6%
5043 · SECU	656.79	100.00	556.79	656.8%
5046 · Excess ERAF	288,054.19	300,000.00	-11,945.81	96.0%
5280 · HOPTR	1,740.02	3,000.00	-1,259.98	58.0%
5483 · Other tax	46.42	100.00	-53.58	46.4%
5000 · Property Taxes / AD VALOREM - Other	0.00	0.00	0.00	0.0%
Total 5000 · Property Taxes / AD VALOREM	937,143.28	1,345,080.00	-407,936.72	69.7%
5007 · Sewer Service Charge				
5007.1 · Sewer Service - Ops	4,016,798.41	5,619,504.00	-1,602,705.59	71.5%
5007.2 · Sewer Service - Cap	0.00	643,423.00	-643,423.00	0.0%
5007 · Sewer Service Charge - Other	0.00	0.00	0.00	0.0%
Total 5007 · Sewer Service Charge	4,016,798.41	6,262,927.00	-2,246,128.59	64.1%
5201 · Interest				
5201.1 · Interest - County of Marin	2,905.67	100.00	2,805.67	2,905.7%
5201.2 · Interest - LAIF	486,529.48	300,000.00	186,529.48	162.2%
5201.5 · Income Dividend Reinvest-CLASS	30,163.48	20,500.00	9,663.48	147.1%
5201 · Interest - Other	0.00	0.00	0.00	0.0%
Total 5201 · Interest	519,598.63	320,600.00	198,998.63	162.1%
5900.10 · Paradise Sewer Line Ext. Fees				
5900.10 · Paradise Sewer Line Ext. Fees	0.00	15,000.00	-15,000.00	0.0%
5900.3 · Connection Fees				
5900.3 · Connection Fees	414,710.34	300,000.00	114,710.34	138.2%
5900.4 · Permit Inspection & Admin Fees				
5900.4 · Permit Inspection & Admin Fees	49,621.78	35,000.00	14,621.78	141.8%
5900.5 · SASM Expense Reimb.				
5900.5 · SASM Expense Reimb.	12,753.18	50,000.00	-37,246.82	25.5%
5900.9 · Other Income				
5900.9 · Other Income	924.01	100.00	824.01	924.0%
Total Income	5,951,549.63	8,328,707.00	-2,377,157.37	71.5%
Gross Profit	5,951,549.63	8,328,707.00	-2,377,157.37	71.5%
Expense				
6000 · Administrative Expenses				
6001 · Advertising				
6001 · Advertising	335.00	5,000.00	-4,665.00	6.7%
6008 · Audit & Accounting				
6008 · Audit & Accounting	67,492.11	90,000.00	-22,507.89	75.0%
6017 · Consulting Fees				
6017 · Consulting Fees	54,821.05	150,000.00	-95,178.95	36.5%
6018 · Travel & Meetings				
6018.1 · Meetings & Travel	13,067.36	25,500.00	-12,432.64	51.2%
6018.2 · Standby Mileage Expense Reimb	3,565.75	3,500.00	65.75	101.9%
6018 · Travel & Meetings - Other	0.00	0.00	0.00	0.0%
Total 6018 · Travel & Meetings	16,633.11	29,000.00	-12,366.89	57.4%
6020 · Continuing Education				
6020 · Continuing Education	4,197.48	10,000.00	-5,802.52	42.0%
6021 · County Fees				
6021 · County Fees	10,902.87	18,000.00	-7,097.13	60.6%
6024 · Director Fees				
6024 · Director Fees	2,900.00	9,000.00	-6,100.00	32.2%
6025 · Dues & Subscriptions				
6025 · Dues & Subscriptions	20,704.43	35,000.00	-14,295.57	59.2%
6026 · Elections				
6026 · Elections	0.00	0.00	0.00	0.0%
6033 · Insurance				
6033.1 · Insurance - SD5 Property	66,451.58	120,000.00	-53,548.42	55.4%
6033.2 · Insurance - SD5 Liability	95,834.00	70,000.00	25,834.00	136.9%
6033.3 · Insurance - SD5 Auto	5,128.00	10,000.00	-4,872.00	51.3%
6033 · Insurance - Other	0.00	0.00	0.00	0.0%
Total 6033 · Insurance	167,413.58	200,000.00	-32,586.42	83.7%

Sanitary District No.5 of Marin County Annual Budget vs Actual Expenses July 1, 2025 through February 12, 2026

	Jul 1, '25 - Feb 12, ...	Budget	\$ Over Budget	% of Budget
6039 · Legal	26,191.00	45,000.00	-18,809.00	58.2%
6047 · Office Supplies	2,599.57	10,000.00	-7,400.43	26.0%
6056 · Postage	265.76	1,000.00	-734.24	26.6%
6059 · Pollution Prevention/Public Edu	-118.25	5,500.00	-5,618.25	-2.2%
6065 · Miscellaneous Expense	0.00	0.00	0.00	0.0%
6000 · Administrative Expenses - Other	0.00	0.00	0.00	0.0%
Total 6000 · Administrative Expenses	374,337.71	607,500.00	-233,162.29	61.6%
7000 · Ops & Maintenance Expenses				
7010 · Pumps & Lines Maintenance				
7011 · Pumps & Lines Maintenance	151,098.12	200,000.00	-48,901.88	75.5%
7013 · Emergency Line Repair	91,200.00	100,000.00	-8,800.00	91.2%
7010 · Pumps & Lines Maintenance - Other	0.00	0.00	0.00	0.0%
Total 7010 · Pumps & Lines Maintenance	242,298.12	300,000.00	-57,701.88	80.8%
7020 · Main Plant Maintenance				
7021 · Plant Maintenance Supplies	61,937.38	80,000.00	-18,062.62	77.4%
7022 · Plant Maint. Parts & Service	141,020.82	300,000.00	-158,979.18	47.0%
7023 · Janitorial Supplies & Service	3,288.28	10,000.00	-6,711.72	32.9%
7024 · Main Plant Chemicals	112,277.65	170,000.00	-57,722.35	66.0%
7025 · Lab Supplies & Chemicals	10,934.50	25,000.00	-14,065.50	43.7%
7026 · SASM Supplies & Chem	1,137.52	0.00	1,137.52	100.0%
7027 · Electrical & Instrument	4,453.99	25,000.00	-20,546.01	17.8%
7028 · Grounds Maintenance	5,579.40	15,000.00	-9,420.60	37.2%
7029 · Main Plant Sludge Disposal	30,004.01	60,000.00	-29,995.99	50.0%
7020 · Main Plant Maintenance - Other	0.00	0.00	0.00	0.0%
Total 7020 · Main Plant Maintenance	370,633.55	685,000.00	-314,366.45	54.1%
7040 · Paradise Cove Plant Maint				
7041 · Paradise Parts & Service	15,632.27	20,000.00	-4,367.73	78.2%
7042 · Paradise Supplies & Chemicals	7,612.79	6,500.00	1,112.79	117.1%
7043 · Paradise Sludge Disposal	0.00	3,000.00	-3,000.00	0.0%
7040 · Paradise Cove Plant Maint - Other	0.00	0.00	0.00	0.0%
Total 7040 · Paradise Cove Plant Maint	23,245.06	29,500.00	-6,254.94	78.8%
7050 · Monitoring				
7051 · Main Plant Lab Monitoring	28,181.45	50,000.00	-21,818.55	56.4%
7052 · Paradise Cove Monitoring	2,715.80	12,000.00	-9,284.20	22.6%
7053 · Chronic Toxicity	2,535.00	15,000.00	-12,465.00	16.9%
7050 · Monitoring - Other	0.00	0.00	0.00	0.0%
Total 7050 · Monitoring	33,432.25	77,000.00	-43,567.75	43.4%
7060 · Permits/Fees				
7062 · Permits/Fees - General	37,485.23	53,000.00	-15,514.77	70.7%
7063 · Paradise Cove Permits/Fees	0.00	10,000.00	-10,000.00	0.0%
7064 · Paradise Cove NPDES Renewal	0.00	25,000.00	-25,000.00	0.0%
7060 · Permits/Fees - Other	0.00	0.00	0.00	0.0%
Total 7060 · Permits/Fees	37,485.23	88,000.00	-50,514.77	42.6%
7070 · Truck Maintenance				
7071 · Fuel	8,602.56	30,000.00	-21,397.44	28.7%
7072 · Maintenance	18,207.73	25,000.00	-6,792.27	72.8%
7070 · Truck Maintenance - Other	0.00	0.00	0.00	0.0%
Total 7070 · Truck Maintenance	26,810.29	55,000.00	-28,189.71	48.7%
7000 · Ops & Maintenance Expenses - Other	0.00	0.00	0.00	0.0%
Total 7000 · Ops & Maintenance Expenses	733,904.50	1,234,500.00	-500,595.50	59.4%

Sanitary District No.5 of Marin County Annual Budget vs Actual Expenses July 1, 2025 through February 12, 2026

	Jul 1, '25 - Feb 12, ...	Budget	\$ Over Budget	% of Budget
8000 · Salaries and Benefits Expenses				
8001 · Salaries	950,588.77	1,679,919.00	-729,330.23	56.6%
8003 · Overtime	75,791.19	125,000.00	-49,208.81	60.6%
8004 · Standby Pay	44,011.02	80,000.00	-35,988.98	55.0%
8005 · Employee Incentives	37,000.00	40,000.00	-3,000.00	92.5%
8006 · Vacation Buyout	48,074.04	80,000.00	-31,925.96	60.1%
8008 · Deferred Comp 457	92,085.22	120,000.00	-27,914.78	76.7%
8013 · Payroll Taxes	76,736.25	110,000.00	-33,263.75	69.8%
8015 · Payroll Service Processing Fees	6,587.05	10,000.00	-3,412.95	65.9%
8016 · Car Allowance	8,000.00	8,000.00	0.00	100.0%
8019 · PERS Retirement				
8019.05 · PERS Retirement	142,878.28	324,553.00	-181,674.72	44.0%
8019.10 · PERS Retirement Trust	0.00	403,752.00	-403,752.00	0.0%
8019 · PERS Retirement - Other	120.00	0.00	120.00	100.0%
Total 8019 · PERS Retirement	142,998.28	728,305.00	-585,306.72	19.6%
8020 · Employee Health				
8020.05 · Employee Health	219,246.84	356,466.00	-137,219.16	61.5%
8021 · Employee Health Deductions	-3,122.66	0.00	-3,122.66	100.0%
8020 · Employee Health - Other	0.00	0.00	0.00	0.0%
Total 8020 · Employee Health	216,124.18	356,466.00	-140,341.82	60.6%
8022 · Retiree Health				
8022.05 · Retiree Health	74,444.60	94,415.00	-19,970.40	78.8%
8022.10 · CERBT/OPEB Annual Arc Contribtn	318,958.00	75,000.00	243,958.00	425.3%
8022 · Retiree Health - Other	0.00	0.00	0.00	0.0%
Total 8022 · Retiree Health	393,402.60	169,415.00	223,987.60	232.2%
8023 · Workers Comp Insurance	35,080.00	48,518.00	-13,438.00	72.3%
8000 · Salaries and Benefits Expenses - Other	0.00	0.00	0.00	0.0%
Total 8000 · Salaries and Benefits Expenses	2,126,478.60	3,555,623.00	-1,429,144.40	59.8%
8500 · Other Operating Expenses				
8510 · Data/Alarms/IT Supp & Licensing	91,178.53	100,000.00	-8,821.47	91.2%
8515 · Safety	10,018.19	54,200.00	-44,181.81	18.5%
8520 · Personal Protection/Safety Wear				
8520.01 · Boot Allowance	1,596.64	2,400.00	-803.36	66.5%
8520.02 · Eye Protection Allowance	1,274.64	3,600.00	-2,325.36	35.4%
8520.03 · Uniform Allowance	1,271.98	4,800.00	-3,528.02	26.5%
8520 · Personal Protection/Safety Wear - Other	2,913.04	0.00	2,913.04	100.0%
Total 8520 · Personal Protection/Safety Wear	7,056.30	10,800.00	-3,743.70	65.3%
8530 · Telephone				
8531 · Main Plant Telephones	10,978.84	15,000.00	-4,021.16	73.2%
8532 · Paradise Cove Telephones	598.56	5,000.00	-4,401.44	12.0%
8533 · Pumps & Lines Telephones	2,607.21	6,000.00	-3,392.79	43.5%
8530 · Telephone - Other	3,259.23	0.00	3,259.23	100.0%
Total 8530 · Telephone	17,443.84	26,000.00	-8,556.16	67.1%
8540 · Utilities				
8541 · Water	10,639.72	15,000.00	-4,360.28	70.9%
8542 · Main Plant Utilities	171,122.21	260,000.00	-88,877.79	65.8%
8543 · Paradise Cove Utilities	22,515.46	35,000.00	-12,484.54	64.3%
8544 · Pump Station Utilities	42,334.40	65,000.00	-22,665.60	65.1%
8540 · Utilities - Other	0.00	0.00	0.00	0.0%
Total 8540 · Utilities	246,611.79	375,000.00	-128,388.21	65.8%

Sanitary District No.5 of Marin County Annual Budget vs Actual Expenses July 1, 2025 through February 12, 2026

	Jul 1, '25 - Feb 12, ...	Budget	\$ Over Budget	% of Budget
8500 · Other Operating Expenses - Other	0.00	0.00	0.00	0.0%
Total 8500 · Other Operating Expenses	372,308.65	566,000.00	-193,691.35	65.8%
Total Expense	3,607,029.46	5,963,623.00	-2,356,593.54	60.5%
Net Ordinary Income	2,344,520.17	2,365,084.00	-20,563.83	99.1%
Other Income/Expense				
Other Expense				
9000 · Capital Improvements CIP				
9100 · Collection System CIP				
9101 · Sewer Rehab Projects	0.00	1,250,000.00	-1,250,000.00	0.0%
9102 · Pump Replacement CIP	0.00	50,000.00	-50,000.00	0.0%
9103 · Valve & Wet Well Improvements	0.00	50,000.00	-50,000.00	0.0%
9104 · PS Generator Replacement CIP				
9104.11 · 30KW Portable Gen#1 Replacement	0.00	75,000.00	-75,000.00	0.0%
9104 · PS Generator Replacement CIP - Other	0.00	0.00	0.00	0.0%
Total 9104 · PS Generator Replacement CIP	0.00	75,000.00	-75,000.00	0.0%
9106 · Manhole Replacement Project	0.00	75,000.00	-75,000.00	0.0%
9109 · Large PS CIP Projects				
9109.2 · Bel PS#1 Rehabilitation Project	250,603.64	3,000,000.00	-2,749,396.36	8.4%
Total 9109 · Large PS CIP Projects	250,603.64	3,000,000.00	-2,749,396.36	8.4%
9100 · Collection System CIP - Other	0.00	0.00	0.00	0.0%
Total 9100 · Collection System CIP	250,603.64	4,500,000.00	-4,249,396.36	5.6%
9200 · Paradise Cove CIP				
9204 · Control Panel Replacement	0.00	75,000.00	-75,000.00	0.0%
9208 · PC Building Rehabilitation	0.00	100,000.00	-100,000.00	0.0%
9200 · Paradise Cove CIP - Other	0.00	0.00	0.00	0.0%
Total 9200 · Paradise Cove CIP	0.00	175,000.00	-175,000.00	0.0%
9300 · Main Plant Equipment Capital				
9304 · Chemical Feed System Projects				
9304.05 · Cl2 Induction Mixer	0.00	35,000.00	-35,000.00	0.0%
9304 · Chemical Feed System Projects - Other	0.00	0.00	0.00	0.0%
Total 9304 · Chemical Feed System Projects	0.00	35,000.00	-35,000.00	0.0%
9308 · Digester Improvements				
9308.12 · Digester Rehab Project	1,082,241.68	2,000,000.00	-917,758.32	54.1%
9308 · Digester Improvements - Other	0.00	0.00	0.00	0.0%
Total 9308 · Digester Improvements	1,082,241.68	2,000,000.00	-917,758.32	54.1%
9309 · Solids Handling Improvements				
9309.11 · Sludge Box #1 Replacement	0.00	30,000.00	-30,000.00	0.0%
9309 · Solids Handling Improvements - Other	0.00	0.00	0.00	0.0%
Total 9309 · Solids Handling Improvements	0.00	30,000.00	-30,000.00	0.0%
9310 · Facility Support CIP				
9310.15 · Main Office HVAC Replacement	11,139.00	30,000.00	-18,861.00	37.1%
9310 · Facility Support CIP - Other	0.00	0.00	0.00	0.0%
Total 9310 · Facility Support CIP	11,139.00	30,000.00	-18,861.00	37.1%
9311 · HVAC/Supply Fan Improvements				
9311.05 · Lab Supply Fan Replacement	0.00	15,000.00	-15,000.00	0.0%
9311.08 · New Lab Room Fan Replacement	0.00	15,000.00	-15,000.00	0.0%
9311 · HVAC/Supply Fan Improvements - Other	0.00	0.00	0.00	0.0%
Total 9311 · HVAC/Supply Fan Improvements	0.00	30,000.00	-30,000.00	0.0%

Sanitary District No.5 of Marin County
Annual Budget vs Actual Expenses
 July 1, 2025 through February 12, 2026

	Jul 1, '25 - Feb 12, ...	Budget	\$ Over Budget	% of Budget
9312 · MP Vehicle Replacements				
9312.1 · Admin Emergency Response Truck	69,165.99	75,000.00	-5,834.01	92.2%
9312 · MP Vehicle Replacements - Other	0.00	0.00	0.00	0.0%
Total 9312 · MP Vehicle Replacements	69,165.99	75,000.00	-5,834.01	92.2%
9313 · Controls/Electrical Improvement				
9313.1 · Business Server Replacement	0.00	50,000.00	-50,000.00	0.0%
9313.3 · MCC PLC Upgrade Project	111,849.26	100,000.00	11,849.26	111.8%
9313 · Controls/Electrical Improvement - Other	0.00	0.00	0.00	0.0%
Total 9313 · Controls/Electrical Improvement	111,849.26	150,000.00	-38,150.74	74.6%
9314 · Building & Grounds Improvements				
9314.10 · M.P. Office/Bath/Break Imprvmnt	127,078.14	100,000.00	27,078.14	127.1%
9314 · Building & Grounds Improvements - Other	0.00	0.00	0.00	0.0%
Total 9314 · Building & Grounds Improvements	127,078.14	100,000.00	27,078.14	127.1%
Total 9300 · Main Plant Equipment Capital	1,401,474.07	2,450,000.00	-1,048,525.93	57.2%
9500 · Undesignated Capital				
9510 · Undesignated Cap - M.P.	0.00	50,000.00	-50,000.00	0.0%
9520 · Undesignated Cap - P.C. Plant	0.00	25,000.00	-25,000.00	0.0%
9530 · Undesignated Cap - P & L	0.00	50,000.00	-50,000.00	0.0%
9500 · Undesignated Capital - Other	0.00	0.00	0.00	0.0%
Total 9500 · Undesignated Capital	0.00	125,000.00	-125,000.00	0.0%
9000 · Capital Improvements CIP - Other	0.00	0.00	0.00	0.0%
Total 9000 · Capital Improvements CIP	1,652,077.71	7,250,000.00	-5,597,922.29	22.8%
9700 · Debt Service				
9730 · Debt Service - MPR Project				
9730.01 · Zion Loan - Principal	640,000.00	610,000.00	30,000.00	104.9%
9730.02 · Zion Loan - Interest	59,892.00	150,284.00	-90,392.00	39.9%
9730 · Debt Service - MPR Project - Other	0.00	0.00	0.00	0.0%
Total 9730 · Debt Service - MPR Project	699,892.00	760,284.00	-60,392.00	92.1%
9700 · Debt Service - Other	0.00	0.00	0.00	0.0%
Total 9700 · Debt Service	699,892.00	760,284.00	-60,392.00	92.1%
Total Other Expense	2,351,969.71	8,010,284.00	-5,658,314.29	29.4%
Net Other Income	-2,351,969.71	-8,010,284.00	5,658,314.29	29.4%
Net Income	-7,449.54	-5,645,200.00	5,637,750.46	0.1%

Sanitary District No.5 of Marin County
Comparative Balance Sheet
As of January 31, 2026

	Jan 31, 26	Dec 31, 25	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
JP Morgan Chase - Primary 7399	144,478.56	325,632.43	-181,153.87
JP Morgan Chase - Payroll 7506	135,502.73	85,168.17	50,334.56
JP Morgan Chase - Transfer 7522	139,672.70	272,793.50	-133,120.80
Local Agency Investment Fund			
SD5 Capital & CIP Reserve	9,725,065.99	9,725,065.99	0.00
SD5 Operating	4,375,749.67	4,625,749.67	-250,000.00
SD5 Operating Reserve	1,200,853.05	1,200,853.05	0.00
Tiburon			
Tiburon Operating	139,296.48	0.00	139,296.48
Total Tiburon	139,296.48	0.00	139,296.48
Total Local Agency Investment Fund	15,440,965.19	15,551,668.71	-110,703.52
California CLASS			
CalPERS UAL Fund	556,827.70	556,827.70	0.00
Emergency Replacement Fund	1,056,933.66	1,056,933.66	0.00
Total California CLASS	1,613,761.36	1,613,761.36	0.00
Total Checking/Savings	17,474,380.54	17,849,024.17	-374,643.63
Accounts Receivable			
Accounts Receivable	578,132.01	590,885.19	-12,753.18
Total Accounts Receivable	578,132.01	590,885.19	-12,753.18
Other Current Assets			
Petty Cash	200.00	200.00	0.00
Prepaid Expense	235,943.43	235,943.43	0.00
Total Other Current Assets	236,143.43	236,143.43	0.00
Total Current Assets	18,288,655.98	18,676,052.79	-387,396.81
Fixed Assets	18,393,029.30	18,393,029.30	0.00
Other Assets			
1950 - Pension - Deferred Outflows	2,271,887.00	2,271,887.00	0.00
1951 - Deferred Outflows - OPEB	408,067.00	408,067.00	0.00
Total Other Assets	2,679,954.00	2,679,954.00	0.00
TOTAL ASSETS	39,361,639.28	39,749,036.09	-387,396.81
LIABILITIES & EQUITY	39,361,639.28	39,749,036.09	-387,396.81

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

February 06, 2026

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

MARIN COUNTY SANITARY DISTRICT #5

DISTRICT MANAGER
 P.O. BOX 227
 TIBURON, CA 94920

[Tran Type Definitions](#)

Account Number: 70-21-007

January 2026 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/9/2026	1/8/2026	RW	1788862	N/A	JOHN CARAPIET	-250,000.00
1/15/2026	1/15/2026	QRD	1792402	N/A	SYSTEM	139,296.48

Account Summary

Total Deposit:	139,296.48	Beginning Balance:	15,551,668.71
Total Withdrawal:	-250,000.00	Ending Balance:	15,440,965.19



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Daily Effective Yield

Date	Daily	Quarter to Date	Average Maturity
02/05/26	3.88	3.92	242
02/04/26	3.89	3.93	243
02/03/26	3.89	3.93	245
02/02/26	3.89	3.93	247
02/01/26	3.90	3.93	244
01/31/26	3.90	3.93	244
01/30/26	3.90	3.93	244
01/29/26	3.91	3.93	241
01/28/26	3.91	3.94	242
01/27/26	3.91	3.94	241
01/26/26	3.91	3.94	241
01/25/26	3.91	3.94	242
01/24/26	3.91	3.94	242
01/23/26	3.91	3.94	242
01/22/26	3.92	3.94	241
01/21/26	3.92	3.94	240
01/20/26	3.92	3.95	242
01/19/26	3.92	3.95	244
01/18/26	3.92	3.95	245
01/17/26	3.92	3.95	246
01/16/26	3.92	3.95	247
01/15/26	3.93	3.95	243
01/14/26	3.94	3.96	241
01/13/26	3.94	3.96	241
01/12/26	3.95	3.96	237
01/11/26	3.95	3.96	240
01/10/26	3.95	3.96	240
01/09/26	3.95	3.96	240
01/08/26	3.95	3.96	238
01/07/26	3.96	3.97	239
01/06/26	3.96	3.97	240
01/05/26	3.96	3.97	243
01/04/26	3.97	3.97	246
01/03/26	3.97	3.97	246
01/02/26	3.97	3.97	246
01/01/26	3.97	3.97	244

*Daily yield does not reflect capital gains or losses



Summary Statement

January 31, 2026

Page 1 of 4

Investor ID: CA-01-0195

0000185-0000779 PDF 895126

Sanitary District No. 5 of Marin County
PO Box 227
Tiburon, CA 94920

California CLASS

California CLASS

Average Monthly Yield: 3.7832%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0195-0001	Emergency Replacement Fund	1,056,933.66	0.00	0.00	3,395.73	3,395.73	1,057,152.74	1,060,329.39
CA-01-0195-0002	CalPERS UAL Fund	556,827.70	0.00	0.00	1,788.98	1,788.98	556,943.12	558,616.68
TOTAL		1,613,761.36	0.00	0.00	5,184.71	5,184.71	1,614,095.86	1,618,946.07



Emergency Replacement Fund

Account Summary

Average Monthly Yield: 3.7832%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	1,056,933.66	0.00	0.00	3,395.73	3,395.73	1,057,152.74	1,060,329.39

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2026	Beginning Balance			1,056,933.66	
01/31/2026	Income Dividend Reinvestment	3,395.73			
01/31/2026	Ending Balance			1,060,329.39	



CalPERS UAL Fund

Account Summary

Average Monthly Yield: 3.7832%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	556,827.70	0.00	0.00	1,788.98	1,788.98	556,943.12	558,616.68

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2026	Beginning Balance			556,827.70	
01/31/2026	Income Dividend Reinvestment	1,788.98			
01/31/2026	Ending Balance			558,616.68	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
01/01/2026	0.00000000	3.8579%
01/02/2026	0.000106053	3.8709%
01/03/2026	0.00000000	3.8710%
01/04/2026	0.00000000	3.8710%
01/05/2026	0.000105001	3.8325%
01/06/2026	0.000104268	3.8058%
01/07/2026	0.000103727	3.7861%
01/08/2026	0.000103391	3.7738%
01/09/2026	0.000309900	3.7705%
01/10/2026	0.00000000	3.7705%
01/11/2026	0.00000000	3.7705%
01/12/2026	0.000103243	3.7684%
01/13/2026	0.000102813	3.7527%
01/14/2026	0.000103120	3.7639%
01/15/2026	0.000103146	3.7648%
01/16/2026	0.000413512	3.7733%
01/17/2026	0.00000000	3.7733%
01/18/2026	0.00000000	3.7733%
01/19/2026	0.00000000	3.7733%
01/20/2026	0.000103090	3.7628%
01/21/2026	0.000102849	3.7540%
01/22/2026	0.000102915	3.7564%
01/23/2026	0.000309210	3.7621%
01/24/2026	0.00000000	3.7621%
01/25/2026	0.00000000	3.7621%
01/26/2026	0.000103255	3.7688%
01/27/2026	0.000103117	3.7638%
01/28/2026	0.000103158	3.7653%
01/29/2026	0.000103105	3.7634%
01/30/2026	0.000206486	3.7684%
01/31/2026	0.00000000	3.7684%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/15/26: \$115,605.50

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	115,605.50
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	115,605.50
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	11,126.70
	CASH REQUIRED FOR CHECK DATE 01/15/26	126,732.20

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/15/26	CHASE BANK, NA	xxxxxxxxxxxxx506	Direct Deposit	Net Pay Allocations	75,491.32	75,491.32
01/15/26	CHASE BANK, NA	xxxxxxxxxxxxx506	Taxpay®	Employee Withholdings		
				Social Security	6,863.25	
				Medicare	1,605.12	
				Fed Income Tax	14,981.74	
				CA Income Tax	6,238.56	
				Total Withholdings	29,688.67	
				Employer Liabilities		
				Social Security	6,863.25	
				Medicare	1,605.11	
				Fed Unemploy	434.92	
				CA Unemploy	1,449.74	
				CA Emp Train	72.49	
				Total Liabilities	10,425.51	40,114.18
				EFT FOR 01/15/26		115,605.50
				TOTAL EFT		115,605.50

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Unless stated otherwise, Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
01/15/26	Refer to your records for account	Information	Payroll	Employee Deductions		
				401A Member Contribu	5,515.22	
				Calpers 457B Roth	1,151.24	
				Calpers 457B TRDL	2,011.21	
				Calpers457b Roth CU	350.00	
				Dep Care EE Pretax	875.00	
				Life Insurance	9.72	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/15/26: \$115,605.50

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.) - Unless stated otherwise, Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/15/26	Refer to your records for account	Information	Payroll	Employee Deductions (cont.)	
				Med 125	209.33
				Med FSA EE Pretax	1,004.98
				Total Deductions	11,126.70
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES					11,126.70

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
01/22/26	Taxpay®	FED IT PMT Group	31,918.47
01/22/26	Taxpay®	CA IT PMT Group	6,238.56

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/15/26: \$-40,114.18

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	-40,114.18
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	-40,114.18
	TOTAL VOIDS	-75,491.32
	CASH REQUIRED BEFORE REMAINING D / W / L	-115,605.50
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	-11,126.70
	CASH REQUIRED FOR CHECK DATE 01/15/26	-126,732.20

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>BANK DRAFT AMOUNTS & OTHER TOTALS</u>
01/23/26	CHASE BANK, NA	xxxxxxxxxxxxx506	Taxpay®	Employee Withholdings	
				Social Security	-6,863.25
				Medicare	-1,605.12
				Fed Income Tax	-14,981.74
				CA Income Tax	-6,238.56
				Total Withholdings	-29,688.67
				Employer Liabilities	
				Social Security	-6,863.25
				Medicare	-1,605.11
				Fed Unemploy	-434.92
				CA Unemploy	-1,449.74
				CA Emp Train	-72.49
				Total Liabilities	-10,425.51
				EFT FOR 01/23/26	-40,114.18
				TOTAL EFT	-40,114.18

VOIDS - *Refer to your payroll journal for more information on these voided check amounts.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/15/26	Refer to your records for account	Information	Payroll	Voided Check Amounts	
				Direct Deposit #1296	-5,192.11
				Direct Deposit #1299	-7,006.80
				Direct Deposit #1294	-8,218.05
				Direct Deposit #1291	-3,048.19
				Direct Deposit #1300	-5,025.43
				Direct Deposit #1298	-6,497.49

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/15/26: \$-40,114.18

VOIDS (cont.) - Refer to your payroll journal for more information on these voided check amounts.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/15/26	Refer to your records for account	Information	Payroll	Voided Check Amounts (cont.)	
				Direct Deposit #1302	-5,296.38
				Direct Deposit #1292	-16,744.00
				Direct Deposit #1293	-2,987.99
				Direct Deposit #1295	-3,110.57
				Direct Deposit #1303	-2,808.22
				Direct Deposit #1301	-5,215.25
				Direct Deposit #1297	-4,340.84
				Direct Deposits	-75,491.32
				Voided Transactions Subtotal	-75,491.32
				TOTAL VOIDS	-75,491.32

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Unless stated otherwise, Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/15/26	Refer to your records for account	Information	Payroll	Employee Deductions	
				401A Member Contribu	-5,515.22
				Calpers 457B Roth	-1,151.24
				Calpers 457B TRDL	-2,011.21
				Calpers457b Roth CU	-350.00
				Dep Care EE Pretax	-875.00
				Life Insurance	-9.72
				Med 125	-209.33
				Med FSA EE Pretax	-1,004.98
				Total Deductions	-11,126.70
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	-11,126.70

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/15/26: \$32,961.43

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	32,961.43
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	32,961.43
	TOTAL MANUAL CHECKS/UPDATES	65,806.66
	CASH REQUIRED BEFORE REMAINING D / W / L	98,768.09
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	11,126.70
	CASH REQUIRED FOR CHECK DATE 01/15/26	109,894.79

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	BANK DRAFT AMOUNTS & OTHER TOTALS
01/26/26	CHASE BANK, NA	xxxxxxxxxxxx506	Taxpay®	Employee Withholdings	
				Social Security	5,898.19
				Medicare	1,379.42
				Fed Income Tax	11,543.12
				CA Income Tax	4,987.21
				Total Withholdings	23,807.94
				Employer Liabilities	
				Social Security	5,898.19
				Medicare	1,379.40
				Fed Unemploy	416.86
				CA Unemploy	1,389.56
				CA Emp Train	69.48
				Total Liabilities	9,153.49
				EFT FOR 01/26/26	32,961.43
				TOTAL EFT	32,961.43

MANUAL CHECKS/UPDATES - *These amounts are for previously calculated checks that were issued by you. You may have already deducted these funds from your account.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	TOTAL
01/15/26	Refer to your records for account	Information	Payroll	Check Amounts	65,806.66
				TOTAL MANUAL CHECKS/UPDATES	65,806.66

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/15/26: \$32,961.43

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Unless stated otherwise, Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/15/26	Refer to your records for account	Information	Payroll	Employee Deductions	
				401A Member Contribu	5,515.22
				Calpers 457B Roth	1,151.24
				Calpers 457B TRDL	2,011.21
				Calpers457b Roth CU	350.00
				Dep Care EE Pretax	875.00
				Life Insurance	9.72
				Med 125	209.33
				Med FSA EE Pretax	1,004.98
				Total Deductions	11,126.70
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES					11,126.70

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/29/26: \$71,309.64

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	71,309.64
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	71,309.64
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	14,882.87
	CASH REQUIRED FOR CHECK DATE 01/29/26	86,192.51

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/28/26	CHASE BANK, NA	xxxxxxxxxxxxx506	Direct Deposit	Net Pay Allocations	46,626.06	46,626.06
01/28/26	CHASE BANK, NA	xxxxxxxxxxxxx506	Taxpay®	Employee Withholdings		
				Social Security	4,704.10	
				Medicare	1,100.15	
				Fed Income Tax	8,830.25	
				CA Income Tax	3,868.11	
				Total Withholdings	18,502.61	
				Employer Liabilities		
				Social Security	4,704.07	
				Medicare	1,100.17	
				Fed Unemploy	83.72	
				CA Unemploy	279.06	
				CA Emp Train	13.95	
				Total Liabilities	6,180.97	24,683.58
				EFT FOR 01/28/26		71,309.64
				TOTAL EFT		71,309.64

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - *Unless stated otherwise, Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
01/29/26	Refer to your records for account	Information	Payroll	Employee Deductions		
				401A Member Contribu	5,515.22	
				Calpers 457B Roth	1,151.24	
				Calpers 457B TRDL	2,011.21	
				Calpers457b Roth CU	350.00	
				Dep Care EE Pretax	875.00	
				Life Insurance	9.72	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/29/26: \$71,309.64

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.) - Unless stated otherwise, Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/29/26	Refer to your records for account	Information	Payroll	Employee Deductions (cont.)	
				Med 125	209.33
				Med FSA EE Pretax	1,004.98
				WT OT Payback	3,756.17
				Total Deductions	14,882.87
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES					14,882.87

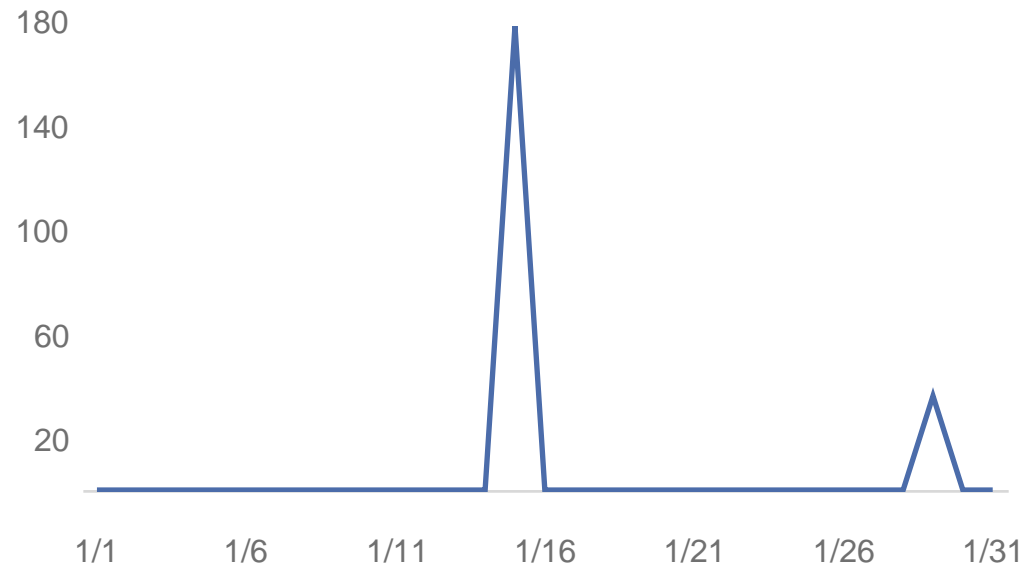
PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
02/04/26	Taxpay®	FED IT PMT Group	14,618.59
02/04/26	Taxpay®	CA IT PMT Group	2,616.76

Overtime hours



Check date



Jan 1, 2026 - Jan 31, 2026

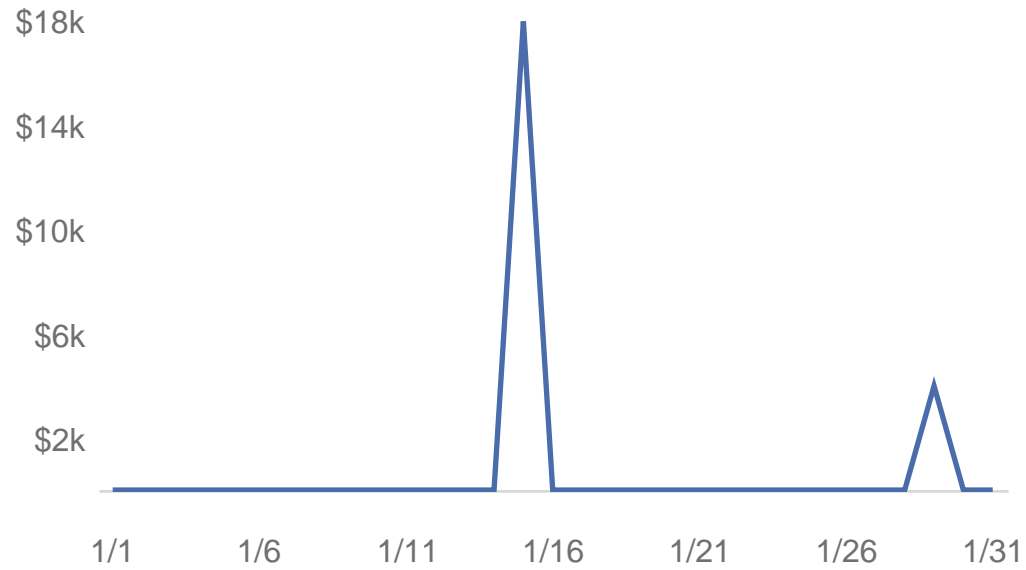
● My Company

213.5 hrs

Overtime amounts



Check date



Jan 1, 2026 - Jan 31, 2026

● My Company

\$21,914.31

Labor cost ⓘ

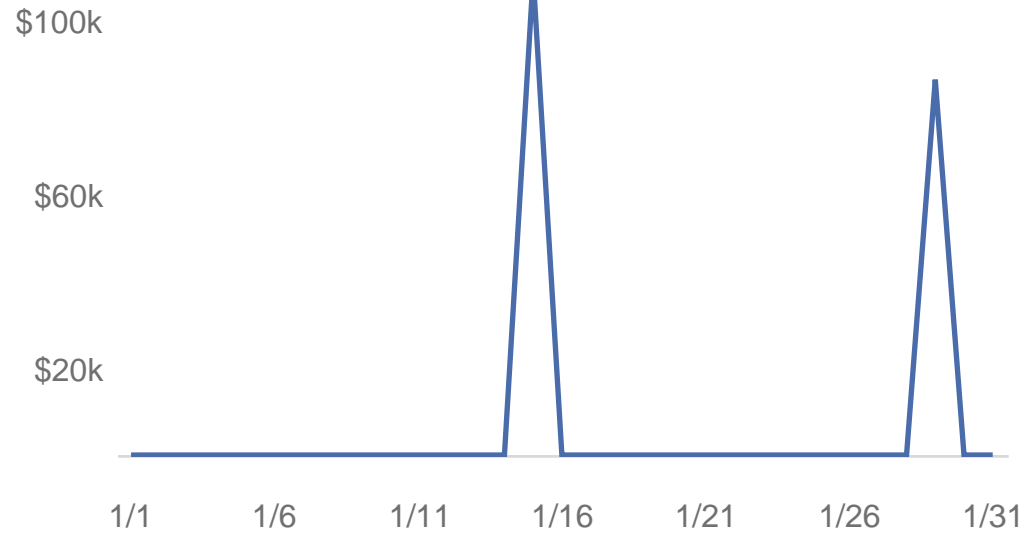


Check date

Jan 1, 2026 - Jan 31, 2026

● My Company

\$196,087.30



Full name	Overtime amounts	Overtime hours
Alvarez, Joel		
Bilsborough Sr., Chad E	10473.49	92.50
Collodi, Pete		
Cottrell III, Rulon K	4920.85	36.50
Farrington, Abigail V		
LaTorre, Daniel P	489.06	4.00
Rosser, John M	2538.44	26.50
Rubio, Antonio		
Salazar, Ignacio G	1763.91	23.50
Thornton, Eric T	1105.92	24.00
Triola, Joseph	622.64	6.50
Vossler, Jackson		
	21914.31	213.50

Overtime hours



Check date

250

150

50

Jul 1, 2025 - Jan 31, 2026

● My Company

744.5 hrs

Jul

Aug

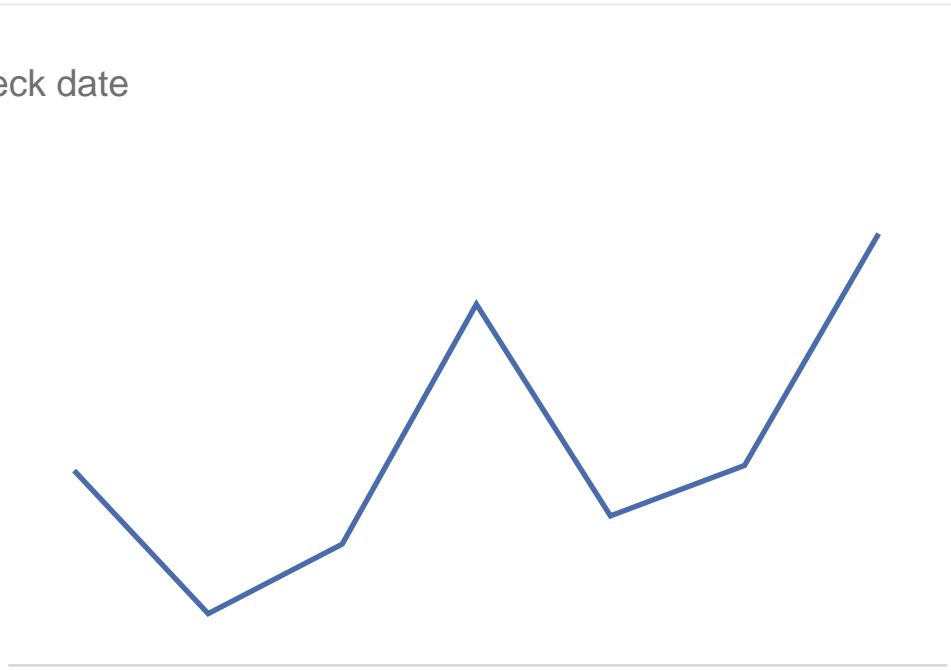
Sep

Oct

Nov

Dec

Jan



Overtime amounts



Check date

\$25k

\$15k

\$5k

Jul 1, 2025 - Jan 31, 2026

● My Company

\$79,547.36

Jul

Aug

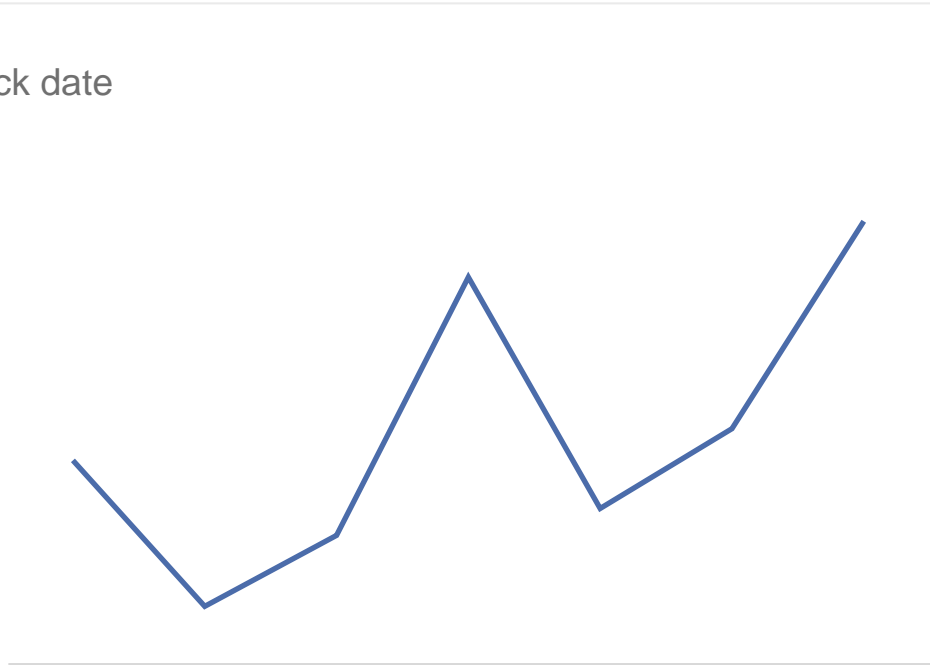
Sep

Oct

Nov

Dec

Jan



Labor cost ⓘ



Check date

\$250k

\$150k

\$50k

Jul 1, 2025 - Jan 31, 2026

● My Company

\$1,264,084.93

Jul

Aug

Sep

Oct

Nov

Dec

Jan



Full name	Overtime amounts	Overtime hours
Alvarez, Joel		
Bilsborough Sr., Chad E	20348.50	182.50
Collodi, Pete	1000.80	13.00
Cottrell III, Rulon K	28070.24	205.50
Farrington, Abigail V	3244.35	39.00
LaTorre, Daniel P	4931.36	40.00
Rosser, John M	7806.89	75.00
Rubio, Antonio		
Salazar, Ignacio G	8907.12	115.00
Screechfield-Lablue, Pierce L		
Thornton, Eric T	1612.80	35.00
Triola, Joseph	2490.55	26.00
Vossler, Jackson	1134.75	13.50
	79547.36	744.50

February 2026

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1	2 SCO Financial Transactions Reports Due	3 Jill in - check run prep	4	5 Jill in check run prep and print	6 CWEA REdwood Empire Section Annual Meeting	7
8	9	10 Jill in - General Accounting	11 Time Cards Due	12 9:30am CIP Committee Meeting (2001 Paradise Dr (2001 10:30am Finance Committee Meeting (2001 Paradise Dr 1:30pm Personnel Committee Meeting	13	14
15	16	17 Jill in - General Accounting	18	19 11:00am Monthly Managers Update & Board Recap (2001 Paradise Dr (2001 5:00pm Regular Board Meeting (2001 Paradise Dr (2001 Paradise Dr,	20	21
22	23 7:00am TR @ Annual CASA DC Policy Forum	24 Jill in - General Accounting 7:00am TR @ Annual CASA DC Policy Forum	25 Time Cards Due	26	27	28

March 2026

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 1	2	3 Jill in - check run prep	4	5 Jill in check run prep and print	6	7
8	9	10 Jill in - General Accounting	11 Time Cards Due	12 9:30am CIP Committee Meeting (2001) 10:30am Finance Committee Meeting 1:30pm Personnel Committee Meeting	13	14
15	16	17 Jill in - General Accounting	18 9:00am SERP Training (Sewer Emergency Response Plan) (2001 Paradise Drive) - HR	19 11:00am Monthly Managers Update & Board Recap (2001) 5:00pm Regular Board Meeting (2001 Paradise Dr (2001	20	21
22	23 TR @ Utility Management Conference N.C	24 ***PENDING CONFIRMATION***Jill in - General TR @ Utility Management Conference N.C	25 TR @ Utility Management Conference N.C	26 Time Cards Due TR @ Utility Management Conference N.C	27	28
29	30	31 Form 700's due to County of Marin Jill in check run prep	Apr 1	2	3	4

Sanitary District No. 5 of Marin County



District Management Report

January 2026

Contents:

- Transmittal Memo
- Financial/Budgetary
- HR & Personnel
- Business Administration
- Collection System Performance
- Treatment Plant Performance – Paradise Cove
- Treatment Plant Performance – Main Plant
- Pollution Prevention Activities
- Continuing Education & Safety Training
- Capital Improvement Projects

Transmittal Memo

Date: February 19, 2026
To: Board of Directors
From: Tony Rubio, District Manager
Subject: Management Report for January 2026

Fiscal Status

Period Covered: July 1, 2025 –February 12, 2026
Percent of Fiscal Year: 58.3%
Percent of Budgeted Income to Date: 71.5%
Percent of Budgeted Expenditures to Date: 60.5% (operating only)

Personnel

Separations: None
New Hires: None
Promotions: None
Recruitment Activities: None

Regulatory Compliance

MP Collection System WDR Compliance: Full Compliance with all regulations
PC Collection System WDR Compliance: Full Compliance with all regulations
MP NPDES Permit Compliance: Full Compliance with all regulations
PC NPDES Permit Compliance: Full Compliance with all regulations
BAAQMD Compliance: Full Compliance with all regulations
Significant Comments: None

Summary of Operational Highlights are on the following pages.

Significant Events for the Month of January 2026 Include:

Financial/Budgetary/Business Administration

- SCO Financial Reports Submitted to state
- Sewer Use Ordinance enhanced sewer lateral definitions and responsibilities for 2nd reading at February Meeting.
- Budget review underway for FY26/27 Budget Preparation

HR and Personnel

- MOU Draft Edits and Personnel Policies updates/review underway- counsel reviewing
- MOU negotiations ongoing
- Unrepresented benefits plan negotiations ongoing

Continuing Education, Safety Training, Pollution Prevention Activities

- Staff attended monthly Public Education Meeting.
- CWEA Redwood Empire Section Annual Meeting and Awards Banquet held February 6, 2026 in Napa CA
- SD5 presented with the Small Plant of the Year award for 2nd consecutive year for the CWEA Redwood Empire Section!
- TR to attend CASA DC Policy Forum end of February
- Monthly Manager/Staff Updates Continue

Collection System Performance

Main Plant /Paradise Cove

- Vactor and Rodder preventative maintenance work is underway.
- No Spill Report Submitted for Main Plant & Paradise Cove Collection System

Treatment Plant Performance

Paradise Cove WWTP:

- Paradise Cove NPDES permit renewal work has begun- renewal packet due to state March 1, 2026.
- 4th Quarter SMR and DMR submitted to the RWQCB on CIWQS.
- Annual SMR submitted to the RWQCB on CIWQS

Tiburon Main WWTP:

- December 2025 Monthly SMR and DMR to the RWQCB on CIWQS.
- Annual SMR to RWQCB on CIWQS
- JT Continues work replacing old conduits through plant- locker room/old lab (with proper labeling at panel and on outlet)

Capital Improvement Projects

- 2024-25 Sewer Rehab - final paving restoration schedule for 2nd week of February.
- Cove Road MCC and Generator replacement project underway- equipment submittals under review by the engineer and staff MCC 1st submittal turned in for review
- Digester Cleaning and Rehab project underway- Primary Digester filling scheduled for February 18, which will begin the non dewatering phase- work that remains: Concrete work in dewatering storage room and grinder replacement in dewatering room.
- Beginning review of upcoming CIP project list for FY budget 26/27

Glossary of Terms

- **B.O.D. (Biochemical Oxygen Demand):** Measurement of the effluent's capacity to consume dissolved oxygen to stabilize all remaining organic matter. The permit limits for our effluent for discharge into San Francisco bay require that we remove 85% influent B.O.D. and meet a weekly average of less than 45mg/l and a monthly average of less than 30 mg/l B.O.D.
- **TSS (Total Suspended Solids):** Measurement of suspended solids in the effluent. Our permit requires that we remove at least 85% of the influent TSS and that the effluent limit is less than 45 mg/l as a weekly average and less than 30 mg/l as a monthly average.
- **Chlorine Residual:** The plant effluent is disinfected with hypochlorite (chlorine "bleach") and then the residual chlorine is neutralized with sodium bisulfite to protect the bay. The effluent chlorine residual limit is 0.0 mg/l which we monitor continuously.
- **pH:** pH is a measurement of acidity with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our permit effluent pH must stay within the range of 6.0-9.0, which we monitor continuously.
- **Coliform:** Coliform bacteria are the indicator organism for determination of the efficiency of the disinfection process. The lab culture samples of our effluent and the presence of coliform is an indication that pathogenic organisms may be present. This is reported as MPN/100 (number of coliform bacteria in 100 milliliters sample).
- **Flow Through Bioassay:** A 96 hour test in which we test the toxicity of our effluent to tiny fish (sticklebacks) in a flow through tank to determine the survivability under continuous exposure to our effluent. Our permit requires that we maintain a 90th percentile survival of at least 70% and an 11 sample median survival of at least 90%. In layman's terms, this means that out of the last 11 samples only one bioassay may fall below 70% survival and the middle value when all 11 samples are placed in numerical order must be at least 90%.
- **Metals Analysis:** Our permit requires that we analyze our effluent for many different metals on a monthly basis. We have permit limits for some metals. The metals are stated as a daily max and a monthly average limit. The daily max limit is the number we cannot exceed on any sample and the monthly average applies to all samples collected in any month (although usually we are only required to take one).
- **F.O.G. (Fats, oils and grease):** Quarterly we are required to monitor our effluent for Fats, Oils and Grease.

Glossary of terms continued...

- **Headworks:** The point where all raw wastewater enters the treatment plant. In this building wastewater goes through 3 grinders to grind up all large objects that could possibly damage our influent and sludge pumps further down the treatment process.
- **Primary Sedimentation:** The next treatment process is a physical treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- **Activated Sludge:** Next is the activate sludge process. This process is a biological wastewater treatment process that uses microorganisms to speed up the decomposition of wastes. When activated sludge is added to wastewater, the microorganisms feed and grow on waste particles in the wastewater. As the organisms grow and reproduce, more and more waste is removed, leaving the wastewater partially cleaned. To function efficiently, the mass of organisms needs a steady balance of food and oxygen. These tasks are closely monitored by the operations staff.
- **Secondary Clarification:** Next is secondary clarification, like primary sedimentation/clarification, this also is a physical treatment process where solids that settle or float are removed and sent to the next treatment process. The difference between Secondary Clarification and primary sedimentation is that the solids removed from the secondary clarifiers goes to 2 places. Some goes to waste to the DAFT and some goes back to the activated sludge process for further treatment. (*Microorganisms must be returned to the activated sludge process to keep an equal balance of food and microorganisms*).
- **DAFT (dissolved air floatation thickener):** Next is the DAFT. The dissolved air floatation thickening process uses air bubbles to thicken WAS(waste active sludge) solids removed from the secondary clarifier, by floating solids to the tank surface, where they are removed and sent to the digesters for final processing.
- **Sludge Digestion:** In the anaerobic digestion process, all the organic material removed from the primary sedimentation tanks and DAFT's are digested by anaerobic bacteria. The end products are methane, carbon dioxide, water and neutralized organic matter.
- **Solids Handling:** This is the process where all the neutralized sludge from the digester is finally treated. Sludge from the digester is pumped to the screw press where it is conditioned with a polymer (chemical that reacts with the sludge to remove the water from the sludge and bind the sludge particles together) in order to dewater the sludge and produce a dry cake for final disposal to the Redwood landfill.

Glossary of terms continued...

- **Disinfection:** This is the end point for the wastewater- at this point wastewater flows through the chlorine contact tank. This contact tank allows for enough contact time for chlorine solution to disinfect the wastewater. Sodium bisulfite is introduced at the end of the tank to neutralize any residual chlorine to protect the bay.
- **MLSS (mixed liquor suspended solids):** Suspended solids in the mixed liquor of an aeration tank measured in mg/l
- **MCRT (mean cell resident time):** An expression of the average time that a microorganism will spend in the activated sludge process.
- **SVI (sludge volume index):** This is a calculation used to indicate the settling ability of activated sludge in the secondary clarifier.
- **RAS (return activated sludge):** The purpose of returning activated sludge, is to maintain a sufficient concentration of activated sludge in the aeration tank.
- **WAS (waste activated sludge):** To maintain a stable process, the amount of solids added each day to the activated sludge process are removed as WAS. We track this by our MCRT which averages 3 days
- **TWAS (thickened waste activated sludge):** The WAS is thickened in the DAFT and the thickened sludge is then pumped to the digester.
- **MPN (most probable number):** Concentrations of total coliform bacteria are reported as the most probable number. The MPN is not the absolute count of the bacteria but a statistical estimate of their concentration.
- **Bio-solids:** Anaerobic digested sludge is pumped to a screw press where excess water is removed to reduce the volume (and weight) thus producing an end result called bio-solids.
- **Polymer:** Organic polymers are added to digested sludge to bring out the formation of larger particles by bridging to improve processing.

Wastewater Acronyms

ACWA	Assoc of California Water Agencies	APWA	American Public Works Association
AWWA	American Water Works Association	BAAQMD	Bay Area Air Quality Management District
BACWA	Bay Area Clean Water Agencies	BAPPG:	Bay Area Pollution Prevention Group
CASA	California Association of Sanitation Agencies	CSDA	California Special Districts Association
CSRMA:	California Sanitation Risk Management Authority	CAAQS	California Ambient Air Quality Standard
CalARP	California Accidental Release Prevention Program	CARB	California Air Resources Board
CDO	Cease and Desist Order	CECs	Constituents of Emerging Concern
CEQA	California Environmental Quality Act	CIWQS	California Integrated Water Quality System
CFR	Code of Federal Regulations	CMOM	Capacity, Management, Operation and Maintenance
CIWMB	California Integrated Waste Management Board		
CIWQS	California Integrated Water Quality System	CPUC	California Public Utilities Commission
CSO	Combined Sewer Overflow	CTR	California Toxics Rule
CWA	Clean Water Act	CWAP	Clean Water Action Plan
CWARA	Clean Water Authority Restoration Act	CWEA	California Water Environment Association
DHS	Dept. of Health Services	DTSC	Dept. of Toxic Substances Control
EBEP	Enclosed Bays and Estuaries Plan	EDW	Effluent Dominated Water body
EIS/EIR	Environmental Impact Statement/Report	EPA	Environmental Protection Agency
ERAF	Educational Reserve Augmentation Fund	ESMP	Electronic Self-Monitoring Report
FOG	Fats, Oils and Grease	GASB	Government Accounting Standards Board
ISWP	Inland Surface Waters Plan	JPA	Joint Powers Authority
LAFCO	Local Agency Formation Commission	LOCC	League of California Cities
MACT	Maximum Achievable Control Technology (air controls)	MCL	Maximum Contaminant Level
MMP	Mandatory Minimum Penalty	MOU	Memorandum of Understanding
MUN	Municipal Drinking Water Use	NACWA	National Association of Clean Water Agencies
NGOs	Non-Governmental Organizations	NOX	Nitrogen Oxides
NPDES	Nat'l Pollutant Discharge Elimination System	NRDC	Natural Resources Defense Council
NTR	National Toxics Rule	OWP:	Office of Water Programs
OSHA:	Occupational Safety and Health Administration	PCBs	Poly Chlorinated Biphenyls
POTWs	Publicly Owned Treatment Works	PPCPs	Pharmaceutical and personal Care Products
QA/QC	Quality Assurance / Quality Control	Region	IX Western Region of EPA (CA, AZ, NV & HI)
RFP	Request For Proposals	RMP	Risk Management Program
RFQ	Request For Qualifications	RWQCB	Regional Water Quality Control Board
SEP	Supplementary Environmental Projects	SIP	State Implementation Policy (CTR/NTR criteria)
SFEI:	San Francisco Estuary Institute	SRF	State Revolving Fund
SSO	Sanitary Sewer Overflow	SSMP	Sewer System Management Plan
SWRCB	State Water Resources Control Board	TMDL	Total Maximum Daily Load
WDR	Waste Discharge Requirements	WEF	Water Environment Federation
WERF	Water Environment Research Foundation	WET	Whole Effluent Toxicity or Waste Extraction Test
WMI	Watershed Management Initiative	WRFP	Water Recycling Funding Program
WRDA	Water Resource Development Act	WWTP	Wastewater Treatment Plant
WQBEL	Water Quality Based Effluent Limitation	WWWIFA	Water & Wastewater Infrastructure Financing Agency

ORDINANCE NO. 2026-01

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

AN ORDINANCE OF THE MARIN COUNTY SANITARY DISTRICT NO. 5 AMENDING EXISTING SECTION 2.05.010(4) OF THE MARIN COUNTY SANITARY DISTRICT NO. 5 CODE TO INCREASE BOARD MEMBER COMPENSATION

WHEREAS, in 2000, the California Legislature amended Section 6489 of the Health & Safety Code authorizing Sanitary District Boards to increase Board Member compensation in an amount greater than the then current maximum of one hundred dollars (\$100.00) per day by an additional five percent (5%) for each calendar year following the operative date of the last adjustment pursuant to California Water Code Sections 20200 *et seq*; and

WHEREAS, in 1996, the Board of Directors of the Marin County Sanitary District No. 5 set the compensation of Board Members at \$100.00 per day for each day's attendance at meetings of the Board or for each day's service as Director by request of the Board, not exceeding a total of six days in any calendar month; and

WHEREAS, the Board of Directors believes that the current compensation should be increased to \$150.00 per day of service of the Board or for each day's service as Director by request of the Board, not exceeding a total of six days in any calendar month; and

WHEREAS, the Board of Directors, by this Ordinance is amending existing Section 2.05.010(4) of the of the Marin County Sanitary District No. 5 Code to reflect the meeting stipend of \$150.00 per day for each day's attendance at meetings of the Board or for each day's service as Director by request of the Board, not exceeding a total of six days in any calendar month; and

NOW, THEREFORE, THE MARIN COUNTY SANITARY DISTRICT NO. 5 BOARD OF DIRECTORS DOES ORDAIN AS FOLLOWS:

Section 2.05.010(4) of the Marin County Sanitary District No. 5 Code is hereby amended to read as follows: (additions in underline, deletions in ~~striketrough~~):

(4) Compensation. Pursuant to Section 6489 of the California Health & Safety Code, each director shall receive compensation in an amount not to exceed ~~\$100~~ \$150.00 per day for each day's attendance at meetings of the Board not exceeding a total of six (6) days in any calendar month, together with any expenses incident thereto. Compensation for actual attendance at meetings of the Board shall be disbursed on a semi-annual basis in December and June of each calendar year. Directors will be reimbursed for travel, lodging, meals and other expenses actually incurred in performing services for the benefit of the District in accordance with the District's Travel Policy as adopted by the Board. No other compensation will be paid to Directors unless authorized by the Board of Directors.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of an amended ordinance passed and adopted at a regular meeting of the Sanitary Board of Sanitary District No. 5 of Marin County, California, duly held on the 15th day of January 2026, by the following vote of the members thereof:

AYES, in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

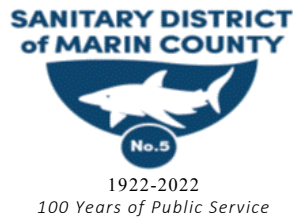
APPROVED:

Omar Arias-Montez
President, Board of Directors

ATTEST:

Richard Snyder
Secretary, Board of Directors

Management
Tony Rubio District Manager
Joel Alvarez Administrative Services Manger
2001 Paradise Drive
Tiburon CA 9420
415-435-1501 Tel
415-435-0221 fax
www.sani5.org



Board of Directors
Omar Arias-Montez President
John Carapiet Vice President
Tod Moody Secretary
Catherine Benediktsson Director
Richard Snyder Director

Date: February 19, 2026
To: Board of Directors – Regular Board Meeting
From: District Manager – Tony Rubio
Subject: Consideration to Adopt Ordinance 2026-02 Updating the Districts Sewer Use Ordinance 2014-02 to improve Lateral Sewer definitions and responsibilities in the Districts continued efforts to protect public health and the receiving waters of the state of California

STAFF REPORT:

The District in its continued efforts to protect public health and the receiving waters of the state California along with reducing Inflow and Infiltration (I&) into the Districts infrastructure implemented a lateral sewer inspection and repair requirements back in 2014. Those lateral sewer inspection and repair requirements have been highly effective to date in the Districts mission to reduce I&I, however in the 11 years in which those requirements have been in effect staff has encountered in some instances that additional definitions and responsibility requirements would be needed in order to clearly define lateral sewer responsibilities and the need to install backflow prevention devices.

The changes in Ordinance 2026-02 address the few concerns that have been brought up in the past 11 years.

The summary of changes includes:

1. (Section 128) Addition of Lateral Sewer Inspection definition
2. (Section 129) Addition of Repair or Replacement of Lateral Sewer Definition
3. (Section 130) Addition of Compliance Certificate definition
4. (Section 131) Addition of Conditional Compliance Certificate definition
5. (Section 604) separate sewers - language update
6. (Section 609) Ownership, Maintenance, Repair or Replacement of Lateral Sewer - language update
7. (Section 610) Mandatory Inspection - language update
8. (Section 612) Lateral Inspection Report requirements -language update
9. (Section 613) Lateral Sewer – Notice to Repair - language update
10. (Section 617) Installation of Backflow check valve device – language update
11. (Section 618) Sanitary Lateral Sewer Overflows and Stoppage – language update

FISCAL IMPACT:

None

CEQA (California Environmental Quality Act)
No Requirement

Recommendation:
Adopt Updated Sewer Use Ordinance 2026-02



Tony Rubio, District Manager

ATTACHMENTS:
Ordinance 2026-02

ORDINANCE NO. 2026-02

SANITARY DISTRICT NO. 5 OF MARIN COUNTY

AN AMENDED ORDINANCE REGULATING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, THE INSTALLATION OF LATERAL SEWERS AND PUBLIC SEWER MAIN EXTENSIONS, PROVIDING PERMITS AND FIXING FEES FOR THE INSTALLATION AND CONNECTION OF SANITARY SEWERS, REGULATING THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF.

The Sanitary Board of Sanitary District No. 5 of Marin County, California, does ordain as follows:

ARTICLE I. DEFINITIONS

Sec. 100. District shall mean Sanitary District No. 5 of Marin County, California.

Sec. 101. Town shall mean the Town of Tiburon.

Sec. 102. City shall mean the City of Belvedere.

Sec. 103. County shall mean the County of Marin, California.

Sec. 104. Board shall mean the Sanitary Board of said District.

Sec. 105. District Engineer shall mean the Engineer appointed by and acting for the Board and shall be a Registered Civil Engineer.

Sec. 106. District Inspector shall mean the Inspector acting for the Board and may be a contractor hired by the District, the District Inspector or any other individual appointed by the District Manager.

Sec. 107. District Secretary shall mean the Secretary of the Board.

Sec. 108. Person shall mean any human being, individual, firm, company, partnership, association, private or public or Municipal Corporation, the United States of America, the State of California, and any district, political subdivision, governmental agency and mandatory thereof.

Sec. 109. Permit shall mean any written authorization required pursuant to this or any other regulation of the District, Town, City or County, as applicable.

Sec. 110. Building shall mean any structure or vessel used for human habitation or a place of business, recreation or other purpose containing sanitary facilities. For the purpose of

establishing the Basic Connection Charge, as herein provided, each Unit is deemed a separate Building.

Sec. 111. Common Interest Development shall mean a development characterized by individual ownership of a condominium housing unit or a residential parcel coupled with the shared ownership of (or right to use) common areas and facilities, including, but not limited to, condominium projects, community apartment projects, stock cooperatives and planned unit developments, which contains three or more dwelling units and which has a Lateral Sewer shared by three or more dwelling units.

Sec. 112. Applicant shall mean the Person making application for a Permit and shall be the owner of premises to be served by the Sewer for which a Permit is requested, or his authorized agent.

Sec. 113. Contractor shall mean an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the Permit.

Sec. 114. Street shall mean any public highway, road, street, avenue, alley, way, public place, public easement or right of way.

Sec. 115. Sewage Works shall mean all facilities owned or controlled by District for collecting, pumping, treating and disposing of sewage.

Sec. 116. Sewage shall mean any and all waste substances, liquid or solid, associated with human habitation or which contains or may be contaminated with human or animal excreta or excrement, offal, or any feculent matter.

Sec. 117. Industrial Waste shall mean any and all liquid or solid waste substance, not Sewage, from any producing, manufacturing or processing operation of whatever nature.

Sec. 118. Sewer shall mean a pipe or conduit for carrying Sewage.

Sec. 119. Public Sewer shall mean a Sewer lying within a Street and which is controlled by or under the jurisdiction of the District.

Sec. 120. Combined Sewer shall mean a Sewer receiving both surface runoff and Sewage.

Sec. 121. Sanitary Sewer shall mean a Sewer which carries Sewage and to which storm, surface and ground waters are not intentionally admitted.

Sec. 122. Storm Sewer or Storm Drain shall mean a pipe or conduit, which carries storm and surface or ground waters and drainage, but excludes Sewage and polluted Industrial Waste.

Sec. 123. Main Sewer shall mean a Public Sewer designed to accommodate more than one Lateral Sewer.

Sec. 124. Lateral Sewer shall mean that portion of any Sewer beginning at the plumbing or drainage outlet of any Building or industrial facility and terminating at the Main Sewer including cleanouts and backflow preventer device.

Sec. 125. Private Sewer shall mean a Sewer serving one or more Buildings or industrial facilities that is not connected with a Public Sewer. Examples of Private Sewers include, but are not limited to: septic tanks, cesspools, anaerobic tanks, chemical processes, privies, privy vaults, seepage pits, and any other facility intended or used for the disposal of Sewage.

Sec. 126. Outside Sewer shall mean a Sanitary Sewer beyond the limits of the District not subject to the control or jurisdiction of District.

Sec. 127. Sewage Treatment Plant shall mean any arrangement of devices and structures used for treating Sewage.

Sec. 128. Lateral Sewer Inspection shall mean an inspection of a Lateral Sewer that consists of the retention of a Contractor by the owner in order to visually examine and inspect a Lateral Sewer in the manner deemed appropriate by the District Engineer. Such an inspection shall, at a minimum, include the use of a closed-circuit television inspection device for the purposes of determining whether the Lateral Sewer complies with the requirements of this chapter.

Sec. 129. Repair(s) or Replacement of Lateral Sewer shall mean construction activities performed by a Contractor to bring a Lateral Sewer into compliance with this chapter. “Repair(s) of a Lateral Sewer” means a partial repair of a Lateral Sewer while “Replacement of

Lateral Sewer” applies to the complete length of the Lateral Sewer. Lining of a Lateral Sewer is considered to be Replacement of Lateral Sewer.

Sec. 130. Compliance Certificate shall mean a certificate issued by the District indicating that the Lateral Sewer complies with the ordinances, rules and regulations of the District and all other applicable rules and regulations.

Sec. 131. Conditional Compliance Certificate shall mean a certificate that is only valid for 90 days and that is issued by the District when requested by the property owner in order to allow transfer of title to proceed without delay.

Sec. 132. Garbage shall include any or all of the following: garbage, swill, refuse, cans, bottles, papers, vegetable matter, carcasses of dead animals, offal, trash, rubbish and radioactive waste material.

Sec. 133. Fixture Unit shall mean fixture unit load values for drainage piping and shall be computed from Chapter 4 of the 2022 California Uniform Plumbing Code adopted herein.

Sec. 134. Unit shall mean the place of residence for a single family. When property is improved for multi-family purposes, it shall include the number of Units that the facilities thereon provide in number facilities for single families. When such improvements are for other than residential purposes, the number of Units shall be determined by dividing the total number of persons regularly using or occupying said premises by three. When said property is unimproved and subdivided, each single lot shall be a Unit. When unimproved property is not subdivided, it shall be deemed to have the number of lots that would be allowed for the zoning district in which the property is located as provided in the general plan and zoning regulations of the Town, City, or County, as applicable. When said property is a trailer court, trailer park or mobile home park, it shall be deemed to have the number of Units for which spaces are provided.

Sec. 135. Additional Definitions. For the purpose of this chapter, additional terms not defined herein shall have the meaning indicated in Chapter 2 of the 2022 California Uniform Plumbing Code as adopted herein.

ARTICLE II. GENERAL PROVISIONS

Sec. 201. Rules and Regulations. The following rules and regulations respecting Sewer construction and disposal of Sewage and drainage of Buildings and connection to the Sewage Works of the District are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

Sec. 202. Purpose. This chapter is intended to provide rules and regulations for the use and construction of Sewer facilities hereafter installed, altered or repaired within the District. This chapter shall not apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein.

Sec. 203. Short Title. This Ordinance shall be known as the “SANITARY CODE OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY”.

Sec. 204. Posting and Publication. The adoption of this Ordinance shall be entered in the minutes of the Board, shall be published once in the Ark, a newspaper of general circulation, printed and published in the District, within ~~one (1)~~ 1 week following its passage and adoption, and shall take effect and be in force and effect immediately upon the expiration of one week of publication.

Sec. 205. Violation Unlawful. Following the effective date of this Ordinance, it shall be unlawful for any Person to connect to, construct, install or provide, maintain and use any other means of Sewage disposal from any Building in the District except by connection to a Public Sewer in the manner provided in this chapter.

Sec. 206. Relief on Application. When any Person by reason of special circumstances, is of the opinion that any provision of this chapter is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises.

If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

Sec. 207. Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of this chapter should be suspended or modified as

applied to a particular premise and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

Sec. 208. District Inspector, Compensation. The Board shall employ some fit and qualified person or persons to perform the duties of inspecting the installation, connection, maintenance and use of all Side Sewers, Public Sewers, Private Sewer and facilities in connection therewith in the District, to be known as the District Inspector.

Sec. 209. Permits and Fees. No Public Sewer or other Sewage facility within a Street shall be installed, altered or repaired within the District until a Permit for the work has been obtained from the District and all fees paid in accordance with the requirements of Article IX of this chapter.

ARTICLE III. USE OF PUBLIC SEWERS REQUIRED

Sec. 301. Disposal of Wastes. It shall be unlawful for any Person to place, deposit, or permit to be deposited in any unsanitary manner upon public or private property within the District, or in any area under the jurisdiction of said District, any Sewage, Garbage, or other objectionable waste.

Sec. 302. Treatment of Wastes Required. It shall be unlawful to discharge to any stream or watercourse any Sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this chapter.

Sec. 303. Unlawful Disposal. Except as herein provided, it shall be unlawful to construct or maintain any Private Sewer.

Sec. 304. Occupancy Prohibited. No Building, industrial facility or other structure shall be occupied until the owner of the premises has complied with all rules and regulations of District.

Sec. 305. Sewer Connection, When Mandatory. Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install, provide, maintain and use any other means of sewage disposal in said District, except connection with the Sewage Works of the District in the manner provided in this Ordinance.

ARTICLE IV. PRIVATE SEWAGE DISPOSAL

Sec. 401. Sewer Not Available. Where a Public Sewer is not available to satisfy the provisions of Sec. 305, the Lateral Sewer shall be connected to a Private Sewer complying with the provisions of this chapter. A Public Sewer is available if a Main Sewer is located within 400 feet, as measured on a horizontal plane, from the closest edge of any Building on a property. However, a Public Sewer is not considered available if another parcel under separate ownership blocks access to the Main Sewer stub out.

Sec. 402. Permit Required. Before commencement of construction of a Private Sewer the owner shall first obtain a written Permit signed by the District Secretary. The application for such Permit shall be made on a form furnished by the District, which the Applicant shall supplement by any plans, specifications, and other information as deemed necessary by the District Secretary. A Permit and inspection fee shall be paid to the District at the time the application is filed in accordance with the provisions of this chapter.

Sec. 403. Inspection Required. A Permit for a Private Sewer shall not become effective until the installation is completed to the satisfaction of the District Inspector. He shall be allowed to inspect the work at any stage of construction, and, in any event, the Applicant for the Permit shall notify the District Inspector when the work is ready for final inspection, and before any underground portions are covered. The final inspection shall be made within 48 hours, weekends Sundays and Holidays excluded, of the receipt of the notice by the District Inspector.

Sec. 404. Design Requirements. The type, capacities, location and layout of a Private Sewer shall comply with all recommendations of the Department of Public Health of the State of California, the Health Officer of County, and any other applicable regulatory authority including, but not limited to, the Building Department of City, Town, or County, as applicable. No Permit shall be issued for any Private Sewer employing subsurface soil absorption facilities where the characteristics of the property do not indicate sufficient soil absorption qualities. No Private Sewer shall be permitted to discharge to any Public Sewer or any stream or watercourse.

Sec. 405. Abandonment of Facilities. At such time as a Public Sewer becomes available to a property served by a Private Sewer, as defined in Section 401, a direct connection shall be made to the Public Sewer in compliance with the ordinances, rules and regulations of

District, and any Private Sewer facilities shall be abandoned and filled with suitable material as determined by the District Inspector.

Sec. 406. Cost of Maintenance by Owner. The owner shall operate and maintain the Private Sewer in a sanitary manner at all times, at no expense to the District.

Sec. 407. Additional Requirements. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by any law, ordinance, rule or regulation or by the Health Officer of the County, the Building Inspector of City, Town, or County, or any other applicable regulatory authority.

Sec. 408 Additional Enforcement Measures. In addition to all other authority the District has to enforce this and other ordinances and regulations, the District may seek to compel connection to an available Public Sewer as required by Sections 303 and 405, (1) as a condition on the issuance of a building Permit for the real property where the proposed addition or improvement (or cumulative additions or improvements through multiple projects over the prior 3 years) has a value of \$50,000 or greater and (2) when the real property is offered for sale. The District shall notify the City, Town, and County of the connection requirement of Sections 303 and 405 so that issuance of a building Permit for non-compliant real property may be conditioned upon connection to the Public Sewer and abandonment of the Private Sewer. If non-compliant real property is sold without connection to the Public Sewer and abandonment of the existing Private Sewer, the District may require the new owner of the property to connect to the Public Sewer and abandon the Private Sewer.

ARTICLE V. UNIFORM PLUMBING CODE

Sec. 501. Uniform Plumbing Code Adopted. All that certain plumbing code, entitled, “California Plumbing Code 2013”, based on the 2012 Uniform Plumbing Code, copies of which are on file in the office of the District for use and examination by the public, except such sections therein as are shown to be omitted, amended, or added thereto, in said copies, is hereby adopted as the UNIFORM PLUMBING CODE OF SANITARY DISTRICT NO. 5 OF MARIN COUNTY, to which reference is hereby made and is hereby adopted by reference as if set forth in full herein.

Sec. 502. Administrative Authority. Wherever the term “Administrative Authority” is used in the Uniform Plumbing Code of Sanitary District No. 5 of Marin County it shall be construed to mean only those persons duly authorized by the Board to administer the code as follows:

Administration of the code and enforcement of regulations thereof shall be under the direction of the Board.

Main Sewers and Lateral Sewers outside of the building plumbing and drainage system shall be inspected by the District Inspector.

The interpretation of technical provisions of this chapter, review of plans and specifications required thereby, determination of the suitability of alternate materials and types of construction and the development of rules and regulations covering unusual conditions not inconsistent with the requirements of this chapter, shall be made by the District Engineer.

ARTICLE VI. LATERAL SEWERS AND CONNECTIONS

Sec. 601. Permit Required. In accordance with Article IX of this chapter no person shall construct a Lateral Sewer or make a connection with any Public Sewer without first obtaining a written Permit from the District and paying all fees and connection charges as required therein. In addition all applicants shall provide proof that proposed Lateral Sewer has been reviewed by the appropriate City, Town, or County agency and that a valid Permit for the construction and installation of such Lateral Sewer has been issued by such agency.

Sec. 602. Construction Requirements. Construction of Lateral Sewers, when subject to the jurisdiction of District, shall be in accordance with the requirements of the Uniform Plumbing Code of Sanitary District No. 5 of Marin County and all other requirements of the District. Construction plans shall include recommended backfilling, type of backfill material and compaction of backfill as recommended by a licensed soils engineer.

Sec. 603. Minimum Size and Slope. The minimum size of Sewers shall be in accordance with the Uniform Plumbing Code of Sanitary District No. 5 of Marin County and District Standard Specifications, as said code and specifications are heretofore or hereafter adopted by the District.

Sec. 604. Separate Sewers. No two adjacent lots fronting on the same street shall be permitted to join in the use of the same Lateral Sewer unless the District Engineer determines the following: (1) the shared Lateral Sewer existed on or before January 1, 2015; and (2) the Lateral Sewer is in compliance with this chapter. In the event that the District Engineer determines that the Lateral Sewer is not in compliance with this chapter, the District may require the construction of a new Lateral Sewer for each residential single family home or the construction of a new larger Lateral Sewer to accommodate the multiple residences.

Every Building or industrial facility must be separately connected with a Public Sewer if such Public Sewer exists in the street upon which the property abuts or in an easement which will serve said property. However, one or more buildings located on property belonging to the same owner may be served with the same Lateral Sewer during the period of said ownership. Upon the subsequent subdivision and sale of a portion of said lot the portion not directly connected with such Public Sewer shall be separately so connected with a Public Sewer, and it shall be unlawful for the owner thereof to continue to use or maintain such indirect connection.

The homeowners association of a Common Interest Development shall, along with the owner, be jointly and severally liable for the duties and obligations imposed by this chapter in relation to any Lateral Sewer located within a common area of the common interest development. If no homeowners association exists, then the individual unit owners shall be jointly and severally liable for the duties and obligations with respect to Lateral Sewers established by this chapter.

In the event that a Lateral Sewer is installed on property not owned in fee by the applicant or encroaches upon an easement, the applicant must obtain an easement for the installation and maintenance of the Lateral Sewer from the owner of the other property and provide the District with a copy of such easement.

Notwithstanding the above:

- (a). Lateral Sewer shall not be allowed to cross more than one adjacent parcel of property not owned in fee by the applicant nor extend more than 100 feet from the property to be served.
- (b). Lateral Sewer must connect to a Public Sewer within 25 feet from the point at

which the Lateral Sewer exits from the property line of the applicant or from the property line of the adjacent parcel. The District shall have the discretion to make an exception to the above requirements.

Sec. 605. Cleanouts. Cleanouts in Sewers subject to the jurisdiction of the District shall be provided in accordance with the Uniform Plumbing Code of Sanitary District No. 5 of Marin County. Cleanouts shall be the same diameter as the Sewer. All cleanouts shall be maintained watertight and shall be constructed in accordance with the specifications established by the District.

Sec. 606. Sewer Too Low. Whenever a Lateral Sewer is too low to permit gravity flow to the Public Sewer, Sewage carried by such Lateral Sewer shall be lifted by artificial means, approved by the District Engineer, and discharged to the Public Sewer at the expense of the owner.

Sec. 607. Connection to Public Sewer. The connection of a Lateral sewer into the Public Sewer shall be made in accordance with the specifications for such connections established by the District. The connection to the Public Sewer shall be made in the presence of the District Inspector or the District Engineer, and under his supervision and direction. Any damage to the Public Sewer shall be repaired at the cost of the applicant to the satisfaction of the District Inspector or District Engineer.

Sec. 608. Protection of Excavation. All excavations for a Lateral Sewer installation shall be adequately guarded with barricades or lights so as to protect the public from hazard. Streets sidewalks, parkways and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District, City, Town, and County, or any other person having jurisdiction thereover.

Sec. 609. Ownership, Maintenance, Repairs or Replacement of Lateral Sewer. Lateral Sewers shall be owned, maintained and repaired, as follows:

- (a). Ownership of the Lateral Sewer. The Lateral Sewer shall be owned by the property owner(s) which the Lateral Sewer serves. The entire Lateral

Sewer, from the building connection to and including the "wye" connection or other-tie-in to the sewer main, shall fall within the owner's responsibility for installation, maintenance, and Repair or Replacement.

(b). Maintenance, Repair(s) or Replacement Responsibilities of Owner(s) of Lateral Sewer. Each property owner shall be responsible, at the property owner's expense, to inspect by hiring a Contractor, maintain in good working order, and Repair or Replace, the Lateral Sewer, including backwater valves, in accordance with the District requirements. Where multiple residential connections are allowed on one Lateral Sewer, pursuant to Section 604, the property owners served by the shared Lateral Sewer shall be jointly and severally liable for any maintenance, operation, inspection, testing, and Repair(s) or Replacement. The property owners must enter into a maintenance, and Repair or Replacement agreement (including easements where feasible) between all of the owners sharing the Lateral Sewer to ensure that there is a mechanism in place to pay for the required maintenance, operation, inspection, testing, and Repair or Replacement of the shared Lateral Sewer.

(c). Standards for Maintenance of the Lateral Sewer. Repair or Replacement of the Lateral Sewer must occur if a Contractor or the District finds that the following standards for maintenance of the Lateral Sewer have not been met:

(i). The Lateral Sewer shall be kept free of root intrusion, fats, oils and grease, other solids, sediment deposits or any other similar conditions which may impede or obstruct flow.

(ii). The Lateral Sewer shall be free of any defects, obstruction or substantial deterioration of the line or structural defects, such as fractures, sags, cracks, breaks, leaks, openings, older pipe materials that are known to be inadequate, appurtenances and materials that are defective or sub-standard, displaced joints, open joints or missing portions.

(iii). The Lateral Sewer shall be free from measurable quantities of inflow or infiltration.

(iv). All joints shall be watertight and all pipes shall be sound.

(v). All cleanouts shall be securely sealed with a cap or backflow prevention device at all times.

(vi). There shall be no nonsanitary connections or any piping that connects to the Lateral Sewer.

(d). Overflows or Seepage Maintenance. The property owner shall perform such duties as may be required in response to observed overflows or seepage attributable to the Lateral Sewer, or as discovered by smoke testing, televising or other surveys of the Lateral Sewer. Where such maintenance requires excavation or replacement of existing sewer facilities, the property owner shall apply for and receive a connection Permit from the District.

Sec. 610. Mandatory Inspections. This Section 610 shall apply to any structure which has a Lateral Sewer.

(a). District Request to Require a Lateral Sewer Inspection. A property owner shall have a Lateral Sewer Inspection and provide the District Engineer (or any designated representative thereof, collectively referred to in this section as the "District Engineer") with a video and inspection report in compliance with Sections 612 and Section 613 of this chapter upon the occurrence of any of the following events:

(i). Overflow or Malfunction. Whenever the District Engineer determines that the Lateral Sewer has recently overflowed or has recently malfunctioned.

(ii). Lateral Failure or Lack of Maintenance. Whenever the District Engineer finds that there is sufficient evidence to conclude that the Lateral Sewer has failed, is likely to fail, or has not been properly maintained in accordance with the District requirements.

(iii). Public Health Threat. Whenever the District Engineer determines that there is any other reasonable cause to believe that there is a threat to the public health, safety, or welfare due to the condition of a Lateral Sewer.

(iv). Age of Pipes or Extent of Foliage Causing Higher Flow Within the Service Area. Whenever the District Engineer determines that the age of pipes (clay, plastic or other material) in combination with observed foliage (tree roots near the Lateral Sewer suggesting root intrusion causing infiltration) or the age of the pipes independently are causing a higher than average flow in a neighborhood or area, the District Engineer may direct an inspection of the Lateral Sewer to determine the need for repair.

(b). Events Requiring a Lateral Sewer Inspection and Compliance Certificate. The owner(s) shall have the Lateral Sewer of their property inspected in accordance with the requirements of this Section upon occurrence of any of the events in Sections 610(b)(i)-(ii), below. Additionally, the owner(s) of the property which the Lateral Sewer serves must obtain a valid Compliance Certificate from the District in order to demonstrate compliance (as described in Section 610(b)(iii)), for any of the events in Sections 610(b)(i)-(ii), below:

(i). Additions and Improvements. Prior to the issuance of a Town or City building Permit for a building addition or new improvements on the real property where said addition or improvements (or cumulative additions or improvements through multiple projects over the prior 3 years) have a value of \$50,000.00 or greater.

(ii). Transfer of Property Title. Before close of escrow (in transfer of title sales only), the property owner shall provide to the District Engineer an inspection video and inspection report (reviewed by the District) of the Lateral Sewer, pursuant to Section 612. The District shall determine if the Lateral Sewer is in compliance with this chapter and free of the conditions listed in Section 609(c)(i)-(vi) and the events listed in Section 610(a)(i)-

(iv). The testing, inspection, Repair(s) or Replacement, where required by the District, shall be the responsibility of the seller, nontransferable to the buyer. The District will not assume responsibility for costs of the testing, and Repair(s) or Replacement. Requirements of this chapter must be disclosed by the seller to the buyer in a timely manner prior to the close of escrow.

1. Before the sale of property, the seller and buyer of the property may mutually agree to transfer the responsibility for making any needed testing, inspection, and Repair(s) or Replacement to the Lateral Sewer in compliance with the ordinances, rules and regulations of District, to the buyer (“Transfer of Responsibility”). In the event the buyer agrees to assume responsibility for any testing, inspection, and Repair or Replacement of the Lateral Sewer, including the installation of a backflow check valve device pursuant to Section 617, the seller shall provide the inspection video and inspection report (reviewed by the District) to the buyer, which indicates additional inspection, testing, and Repair(s) or Replacement needed to meet the District’s standards. The buyer shall then complete the Repair(s) or Replacement to meet the District’s standards no later than 90 days after the date of the Transfer of Responsibility is accepted by the District. Before the time of sale, the seller and buyer shall complete the following procedures:

a. Both the seller and buyer shall sign a

Transfer of Responsibility form, furnished by the District, certifying that the seller has completed an inspection, obtained Repair(s) or Replacement requirements from the District, and that the buyer has assumed responsibility for the required Repair(s) or Replacement ; and

b. The signed Transfer of Responsibility form must be accepted by the District before the close of escrow and included in the real estate transfer documentation.

(iii). Compliance Certificate Process. The property owner, or in a transfer of property title, the seller (or buyer if a valid Transfer of Responsibility form has been executed and accepted by the District) shall verify compliance with the ordinances, rules and regulations of the District by obtaining a completed Compliance Certificate, stamped and signed by the District Inspector.

After the property owner determines (through any combination of inspection, testing, and Repair(s) or Replacement) that the Lateral Sewer is in compliance with those standards, the property owner shall, perform verification testing in the presence of the District's employee or agent authorized to witness the test. If the verification testing demonstrates that the Lateral Sewer is in compliance with those standards, then the District shall issue a Compliance Certificate. When the Compliance Certificate is obtained as a result of Replacement of the Lateral Sewer, the Compliance Certificate shall be valid for 20 years from the date of issuance. When the Compliance Certificate is obtained without

complete replacement (e.g., as a result of repair work or testing without repair), the Compliance Certificate shall be valid for 7 years from date of issuance.

(iv). Conditional Compliance Certificate. The requirement to obtain a Compliance Certificate from the District prior to transfer of title in no way affects the legality of the transfer of title in the underlying property transaction. If a Compliance Certificate cannot be obtained prior to title transfer, the seller (or buyer if a valid Transfer of Responsibility form has been executed and accepted by the District) may request a time extension of 90 days in which to perform the repairs or replacement required in conjunction with the transfer of property by applying to the District for a Conditional Compliance Certificate. The Conditional Compliance Certificate request shall be submitted to the District. The Conditional Compliance Certificate shall provide a time extension of 90 days for completion of the work required to ensure that the Lateral Sewer conforms to the requirements of this chapter. Upon issuance of the Conditional Compliance Certificate, the seller (or buyer if a valid Transfer of Responsibility form has been executed and accepted by the District) must take one of the following two actions:

1. The seller (or buyer if a valid Transfer of Responsibility form has been executed and accepted by the District) must deposit \$10,000 Into Escrow. The District shall establish and be the holder of the escrow. The District will not assume responsibility for paying any interest or accumulation of interest. Once the Lateral Sewer passes a verification test, any remaining funds will be released by the District in accordance with District approved escrow instructions. The seller (or buyer if a

valid Transfer of Responsibility form has been executed and accepted by the District) is responsible for the full cost of Lateral Sewer compliance with the District requirements, which may exceed the \$10,000 deposit.

2. Alternatively, the seller (or buyer if a valid Transfer of Responsibility form has been executed and accepted by the District) may enter into an agreement with the District, suitable for recording, under which the District will arrange for the needed work and will collect the costs from the seller (or buyer if a valid Transfer of Responsibility form has been executed and accepted by the District) along with the sewer service fees on the tax roll. If the work is not entirely complete within 90 days of issuance of the Conditional Compliance Certificate, or if the work has been completed but the Lateral Sewer still does not comply with this chapter, a violation of this chapter exists, and the District shall take steps to correct the violation. Pursuant to Health and Safety Code Sections 6523.2 and 6523.3, the District may enter onto the property and may make Repair(s) or Replacement the Lateral Sewer, thereafter collecting the costs of correction along with the sewer service fees.

(c). City or Town Work Requiring a Lateral Sewer Inspection. Upon written notice from the City or the Town that the City or the Town will perform work that includes asphalt concrete overlay, road reconstruction or roadwork of a similar scope directly above any portion of the Lateral Sewer that connects to the sewer main, the owner shall conduct an inspection of the Lateral Sewer as directed and within the time period indicated by the District Engineer.

(d). Exception to Inspection for Recent Prior Inspections and Repairs. The following exceptions do not apply to any inspection required under Section

610(a)(i)-(iv). The following are exceptions to the inspection requirements of Section 610(b)(i)-(ii) and Section 610(c), as indicated.

- (i). **Prior Replacement of Lateral Sewer.** An owner otherwise required to perform a Lateral Sewer inspection under Section 610(b)(i)-(ii) and Section 610(c), shall not be required to perform such an inspection if the owner (or the owner's predecessor-in-interest) has originally installed or has replaced their property's Lateral Sewer within the 20 years prior to the date of the application for a building Permit, listing the property for sale or the road work or sewer repair.
- (ii). **Prior Inspection or Repair of a Lateral Sewer.** An owner otherwise required to perform an inspection under Section 610(b)(i)-(ii) and Section 610(c), shall not be required to perform such an inspection if the owner has either completed an inspection (conducted in accordance with the inspection requirements of this chapter) or completed a permitted repair of the Lateral Sewer within the 3 years prior to the date the inspection would otherwise be required.
- (iii). **Burden.** The owner shall bear the burden of proving that the inspection requirements of Section 610(b)(i)-(ii) and Section 610(c), do not apply. The owner shall provide proof of any prior replacement, inspection or repair of a Lateral Sewer in the form of a certificate, a paid bill or any documentation that ensures such prior replacement, repair or inspection occurred pursuant to exception in Section 610(d)(i) and Section 610(d)(ii) above. The form and content of the document or proof must be deemed sufficient by the District Engineer.

(e). Refusal to Provide an Inspection. When an owner refuses to provide an inspection required by Section 610, the District may conduct a televised inspection and owner shall be responsible for the costs of such inspection. Should the District's inspection reveal the need for Repair(s) or Replacement of the Lateral Sewer, the District may issue a notice of repair to the owner and require any of the remedies provided in Article X and any other legal remedies provided by law and this chapter to ensure repairs are made and costs are paid.

(f). Request for Administrative Review. Any owner may request an administrative review regarding the propriety of an inspection required by Section 610(a) and Section 610(b)(i)-(ii), by filing a written notice of appeal with the District Manager no later than 30 days after receiving written notice of the need to perform an inspection.

(g). Appeals. A written notice of appeal must include all facts supporting the appeal and any statements and evidence, including copies of all written documentation and a list of any witnesses, that the appellant wishes to be considered in connection with the appeal. The appeal will be heard by the District Manager. The District Manager will conduct a hearing concerning the appeal within 45 days from the date that the notice of appeal is filed, or on a later date if agreed upon by the appellant and the District Manager, and will give the appellant 10 days' prior written notice of the date of the hearing. The District Manager may, by providing a written decision, sustain, rescind, or modify the prior determination being appealed. The written decision of the District Manager is final and effective on the date of service of the written decision on the appellant, is not subject to further administrative review, and constitutes the final administrative decision.

Sec. 611. Access to Properties for Lateral Sewer Inspections.

(a). The District Engineer may inspect any Lateral Sewer for the following purposes:

(i). To determine the size, depth, and location of any sewer

connection.

(ii). To determine the end outlet of any sewer connection by depositing harmless testing materials in any plumbing fixture attached thereto and flushing the same, if necessary.

(iii) To determine, by measurements and samples, the quantity and nature of the sewage or wastewater being discharged into any sewer.

(iv). To determine the location of the roof, swimming pool, floor and surface drains, and whether or not they physically connect to a sewer.

(v). To assess the condition of the Lateral Sewer where the District Engineer reasonably suspects that the Lateral Sewer may be allowing inflow or infiltration or that the Lateral Sewer is not in compliance with this chapter.

(b). The District Engineer is authorized to enter upon any property or premises within the City or Town to ascertain whether the property or premises is in compliance with this chapter and to perform a Lateral Sewer inspection as authorized by this chapter. All such entries and inspections shall be done in a lawful and reasonable manner. If an owner, lawful occupant, or the respective agent thereof refuses permission to enter and inspect, the District Engineer may seek an administrative inspection warrant pursuant to the procedures provided by California Code of Civil Procedure Sections 1822.50 through 1822.59, and if granted, then may enter upon the property in accordance with the terms of the warrant.

Sec. 612. Lateral Inspection Report Requirements.

(a). District Standards and Specifications. The District Engineer shall establish standards and specifications (the "standards and specifications") for the condition, maintenance and repair of Lateral Sewer and for the preparation of the Lateral Sewer inspection report.

(b). Inspection Report Standards. A Lateral Sewer inspection report shall be prepared in accordance with the standards and specifications and include the following:

(i). The inspection report shall be prepared by a Contractor who shall declare under penalty of perjury that the report is true and correct.

(ii). The inspection report shall identify all of the following:

1. Any and all defects that could allow infiltration into the Lateral Sewer or otherwise create a maintenance issue in the District sewer system.

2. Whether any connection, by pipes or otherwise, allows rainwater or groundwater to enter the Lateral Sewer or public sewer.

3. Whether the Lateral Sewer has an installed backwater device where any outlet or trap of the Lateral Sewer is below the level of the nearest manhole. If a backwater device is already installed, the report shall indicate whether the backwater device is functioning properly.

iv. Any other facts regarding the condition, maintenance, and Repair or Replacement of the Lateral Sewer as required by the standards and specifications.

(c). The report shall contain an express certification that the property has been inspected for any outdoor drain connection to the District sewer system and that no such unpermitted lateral exists. A Contractor who prepares a false Lateral Sewer inspection report shall be subject to punishment under Article X of this code and any other legal remedies provided by law and this chapter.

Sec. 613. Lateral Sewer—Notice to Repair.

(a). Notice to Repair. Upon receipt of the inspection report of the

Lateral Sewer pursuant to this chapter, the District Engineer shall determine whether it indicates any deficiencies in the operation of the Lateral Sewer and, thereafter, shall provide the owner with a notice to repair as may be deemed appropriate by the District Engineer.

The District shall have 10 business days from the date of the Contractor's inspection report and video submittal to provide the determination and issue a notice to repair to the owner. The notice to repair shall specifically identify the deficiencies to be corrected and shall establish a deadline of 90 days, within which the owner shall complete the required corrective actions. The corrective action may include a requirement that the Lateral Sewer be replaced altogether and also may include the installation of cleanouts and backwater valves if those devices are otherwise required by the standards and specifications. If the District finds that the submitted video and inspection report are not complete or do not meet the District standards, the District shall have 10 business days from the date of the completed resubmittal to provide the determination and issue a notice to repair to the owner.

(b). Obligations of the Owner. The owner shall complete all corrective action to the satisfaction of the District Engineer, and, if a building Permit is required for the repairs, the owner shall obtain the requisite building Permit and a final Permit inspection and approval of the relevant building official.

(c). Repairs to Improper Connections Consisting of Multiple Private Connections to a Common Lateral. A Lateral Sewer serving more than one residential dwelling, except as provided for in Section 604 is an improper connection and shall be Repaired or Replaced as deemed appropriate by the District Engineer. The owner of each affected residential dwelling shall be responsible for disconnecting their Lateral Sewer from the common lateral and connecting to the nearest sewer main.

(d). Failure to Repair. Should an owner fail to conduct the required Repair(s) or Replacement within the time required by the notice to repair, the District may pursue the following and any other actions or remedies provided by law and this chapter, to ensure that the Repair(s) or Replacement are/is completed:

1. Public Nuisance. Whenever the District Engineer believes a public nuisance exists as a result of inadequate, improper or

negligent operation or maintenance of any Lateral Sewer or appurtenance thereto which may endanger public health and safety, the District Engineer shall commence abatement proceedings pursuant to Section 1002 and Section 1004 of this chapter.

2. Disconnection of Lateral Sewer to Sewer Main. The District shall have the right to commence proceedings in Marin County Superior Court to seek a court order disconnecting the Lateral Sewer from the sewer main, thus leaving the home, building or industrial facility without sewer service. The District shall have the right to recover its attorney fees and costs for the pursuit of disconnection.

Sec. 614 Installation of Backflow Check Valve Device. As part of any Application for a connection Permit for residential and commercial structures, the owner shall install a backflow check valve device, approved by the District, on their Lateral Sewer within 2 feet of the structure. Property owners shall own the backflow device and its maintenance and Repair(s) or Replacement shall be the sole obligation of the property owner,

If a sale of a property takes place and the Lateral Sewer lacks a backflow preventer device installation, the seller is fully responsible for the installation before the close of escrow unless a valid Transfer of Responsibility form has been executed and accepted by the District pursuant Sections 610(b)(ii)1.a-b and 610(b)(iii) , and Section 610(b)(iv)1-2 if applicable. The seller and the buyer shall **indemnify and** hold the District harmless for any and all damages arising from sanitary sewer overflows/backflows that could happen within this period of time.

Owners who choose not to install the device for any reason, including the owner's belief that the device is unnecessary or too difficult to install, must submit a letter to the District Manager for consideration. The letter will state the owner will hold the District harmless for any and all damages arising from sanitary sewer overflows/backflows.

Sec. 615 Sanitary Lateral Sewer Overflows and Stoppages. The District has the authority and responsibility to mitigate all Lateral Sewer Sanitary Sewer overflows. Therefore, if a Sanitary Sewer overflow occurs, the District will first attempt to contact the owner(s) of the Lateral Sewer, residential or commercial, before the District or its contractor clears or repairs the stoppage. If the District cannot contact the owner(s), the District or its contractor will attempt to clear or repair the overflow and will invoice the owner(s) for the work performed by the District or its contractor. Where multiple residential connections are allowed on one Lateral Sewer, pursuant to Section 604, the property owners served by the shared Lateral Sewer shall be jointly and severally liable as indicated in Section 609(b), for the cost of the clearing, or Repair(s) or Replacement of Lateral Sewer. The District will be held harmless for the condition of all Lateral Sewers as a result of the clearing, or Repair(s) or Replacement of Lateral Sewer.

ARTICLE VII. PUBLIC SEWER CONSTRUCTION

Sec. 701. Permit Required. In accordance with Article IX of this chapter, no Person shall construct, extend or connect to any Public Sewer without first obtaining a written Permit from the District and paying all fees and connection charges and furnishing bonds as required therein. The provisions of this section requiring Permits shall not be construed to apply to contractors constructing Sewers and appurtenances under contracts awarded and entered into by District.

Sec. 702. Plans, Profiles and Specifications Required. The Application for a Permit for Public Sewer construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of District, prepared by a Registered Civil Engineer showing all details of the proposed work based on an accurate survey of the ground. Plans shall include recommended backfilling, type of backfill material and compaction of backfill as recommended by a licensed soils engineer. The Application, together with the plans, profiles and specifications shall be examined by the District Engineer who shall within ~~10 business~~ days approve them as filed or , require them to be~ modified as he deems necessary for proper installation. After examination by the District Engineer, the Application, plans, profiles and specifications shall be submitted to the Board at its next regular meeting for its consideration. When the Board. is satisfied that the proposed work is

proper and the plans, profiles and specifications are sufficient and correct, it shall order the issuance of a Permit predicated upon the payment of all connection charges, fees and furnishing bonds as required by the District. The Permit shall prescribe such terms and conditions as the Board finds necessary in the public interest.

Sec. 703. Subdivisions. The requirements of Sections 701 and 702 of this chapter shall be fully complied with before any final subdivision map of properties lying in unincorporated areas within the District shall be approved by the Board. The final subdivision map shall provide for the dedication for public use of all streets, easements or rights of way in which public Sewer lines are to be constructed. If a final subdivision map of a tract is recorded and the work of constructing Sewers to serve the tract is not completed within the time limit allowed in the Permit, the Sanitary Board may extend the time limit or may complete the work and take appropriate steps to enforce the provisions of the bond furnished by the subdivider.

Sec. 704. Easements or Rights of Way. In the event that an easement is required for the extension of the public Sewer or the making of connections, the Applicant shall procure and have accepted by the Board a proper easement or grant of right of way sufficient in law to allow the laying and maintenance of such extension or connection.

Sec. 705. Persons Authorized to Perform Work. Only properly licensed contractors shall be authorized to perform the work of Public Sewer construction within the District. All terms and conditions of the Permit issued by the District to the Applicant shall be binding on the contractor. The requirements of this section shall apply to Lateral Sewers installed concurrently with Public Sewer construction.

Sec. 706. Grade Stakes. Grade and line stakes shall be set by a Registered Civil Engineer prior to the start of work on any Public Sewer construction. The contractor shall be responsible for accurately transferring grades to grade bars and sewer invert.

Sec. 707. Compliance with Local Regulations. Any person constructing a Sewer within a Street shall comply with all state, District, County, City, and Town laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof, and shall obtain all Permits and pay all

fees required by the agency and/or department having jurisdiction prior to the issuance of a Permit by the District.

Sec. 708. Protection of Excavation. The Applicant shall maintain such barriers, lights and signals as are necessary to give warning to the public at all times that a sewer is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the Sewer. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the District, the City, the Town, and the County or any other person or entity having jurisdiction there over.

Sec. 709. Design and Construction Standards. Minimum standards for the design and construction of Sewers within the District and subject to the jurisdiction of the District shall be in accordance with the STANDARD SPECIFICATIONS AND DRAWINGS FOR SEWER CONSTRUCTION of 2014 heretofore or hereafter adopted by the District, copies of which are on file in the District office. The District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

“As-built” drawings showing the actual location of all mains, structures, Ys, laterals and cleanouts shall be filed with the District before final acceptance of the work.

Sec. 710. Completion of Sewer Required. Before any acceptance of any Sewer line by the District and prior to the admission of any Sewage into the system, the Sewer line shall be tested and shall be complete in full compliance with all requirements of the STANDARD SPECIFICATIONS AND DRAWINGS FOR SEWER CONSTRUCTION of 2014 and to the satisfaction of the District Engineer.

ARTICLE VIII. USE OF PUBLIC SEWERS

Sec. 801. Drainage into Sanitary Sewers Prohibited. No leaders from roofs and no surface drains for rain water shall be connected to any Sanitary Sewer. No surface or subsurface drainage, rain water, storm water, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any Sanitary Sewer by any device or method whatsoever.

Sec. 802. Use of Storm Sewers Required. Storm water and all other unpolluted drainage shall be discharged to such Sewers as are specifically designated as Combined Sewers or Storm Sewers, or to a natural outlet approved by the Town or City.

Sec. 803. Types of Wastes Prohibited. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any Public Sewer:

- (a) Any liquid or vapor having a temperature higher than 150° F.
- (b) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease.
- (c) Any cooking grease, beyond a quality incidental to typical household production whether emulsified or not.
- ~~(d)–~~ Any gasoline, benzene, naptha, fuel oil or other flammable or explosive liquid, solid or gas.
- ~~(e)–~~ Any Garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in Public Sewers, with no particle greater than one-half inch in any dimension.
- ~~(f)–~~ Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, cleansing wipes or "flushable" wipes or any other solid or viscous substance capable of causing obstruction to the flow in Sewers or other interference with the proper operation of the Sewage Works.
- ~~(g)–~~ Any waters or wastes having a ph lower than 6.0 or higher than 8.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Sewage Works.
- ~~(h)–~~ Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment

process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the Sewage Treatment Plant.

(i).—Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.

(j).—Any noxious or malodorous gas or substance capable of creating a public nuisance.

(k).—Any septic tank sludge.

(l) Any waste automotive radiator coolant, explosive mixtures, radioactive wastes.

(m) Any toxic substances in excess of the United States Environmental Protection Agency standards pursuant to Section 307(a) of the Clean Water Act.

(n) Any other substances which may interfere with the biological processes of the wastewater system, and petroleum products of any kind.

Sec. 804. Interceptors Required. Grease, oil and sand interceptors shall be provided when the District determines that they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes. All interceptors shall be of a type and capacity approved by the District Engineer, and shall be so located as to be readily and easily accessible for cleaning and inspection.

Sec. 805. Maintenance of Interceptors. All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

Sec. 806. Preliminary Treatment of Wastes. The admission into the Public Sewers of any waters or wastes having (a) a 5 day Biochemical Oxygen Demand greater than 300 parts per million by weight, or (b) containing more than 350 parts per million by weight of suspended solids, or (c) containing any quantity of substance having the characteristics described in Section 803, or (d) having an average daily flow greater than two percent of the average daily Sewage

flow of the District, shall be subject to the review and approval of the District Engineer. Where necessary in the opinion of the District Engineer, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (a) reduce the Biochemical Oxygen Demand to 300 parts per million and the suspended solids to 350 parts per million by weight, or (b) reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 803, or (c) control the quantities and rates of discharge of such waters or wastes.

Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the District Engineer, the Water Resources Control Board of the State of California, and any other agency with regulatory jurisdiction and no construction of such facilities shall be commenced until said approvals are obtained in writing.

Sec. 807. Maintenance of Pretreatment Facilities. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

Sec. 808. Control Manholes. When required by the District Engineer, the owner of any property served by a Lateral Sewer carrying industrial wastes shall install a suitable control manhole in the Lateral Sewer to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the District Engineer. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

Sec. 809. Measurements and Tests. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in Sections 803 and 806 shall be determined in accordance with standard methods and shall be determined at the control manhole provided for in Section 808, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Public Sewer to the point at which the Lateral Sewer is connected.

Sec. 810. Special Agreements - Private Facilities. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the

District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefor by the industrial concern and subject to such terms and conditions as might be required by District.

Sec. 811. Special Agreements - Public Facilities. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the District and any other public corporation or entity, whereby the District undertakes to provide for the construction, acceptance, maintenance or operation of facilities for the collection, pumping or other means of transmission of sewage from the public agencies pursuant to any appropriate legal authorization or pursuant to cooperation, joint powers, or other similar agreement.

Sec. 812. Swimming Pools. It shall be unlawful for any person to discharge the contents of a swimming pool into a Sanitary Sewer except in the manner specified herein. The size of pipe carrying discharge water shall not be larger than two inches and shall not be under a head to exceed twenty (20) feet. If the water is discharged by pumping, the rate of flow shall not exceed one hundred (100) gallons per minute. Each swimming pool discharging to a Sanitary Sewer shall be equipped with an approved separator to preclude any possibility of a backflow of Sewage into the swimming pool or piping system.

ARTICLE IX. PERMITS AND FEES

Sec. 901. Permit Required. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any Public Sewer or appurtenance or perform any work on any plumbing or drainage system under the jurisdiction of the District, including additions to or modifications of plumbing facilities within a building, without first obtaining a written Permit from the District.

Sec. 902. Application for Permit. Any Person, legally entitled to apply for and receive a Permit, shall make such application on forms provided by the District for that purpose. He shall give a description of the character of the work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The District Engineer may require plans, specifications or drawings and such other information as he may deem necessary. If the District Engineer determines that the plans, specifications, drawings, descriptions or information furnished by the Applicant is in compliance with the ordinances,

rules and regulations of the District, the Secretary shall issue the Permit applied for upon payment of the required fees as hereinafter fixed.

Sec. 903. Compliance with Permit. After approval of the application, evidenced by the issuance of a Permit, no change shall be made in the location of the Sewer, the grade, materials or other details from those described in the Permit or as shown on the plans and specifications for which the Permit was issued, except with written permission from the District, the District Engineer, or other authorized representatives.

Sec. 904. Agreement. The Applicant's signature on an application for any Permit as set forth in Section 905 hereof, shall constitute an agreement to comply with all of the provisions, terms and requirements of this and other ordinances, rules and regulations of the District, and with the plans and specifications he has filed with his application, if any, together with such corrections or modifications as may be made or permitted by the District, if any. Such agreement shall be binding upon the Applicant and may be altered only by the District upon the written request for the alteration from the Applicant.

Sec. 905. Classes of Permits. There shall be 7 classes of Permits, as follows:

- (a) Single family residential sewer Permit;
- (b) Trailer court and multiple dwelling sewer Permit;
- (c) Commercial, industrial, church, school, public and other user sewer Permit;
- (d) Public sewer construction Permit;
- (e) Private sewage disposal Permit; and
- (f) Force main connection Permit.
- (g) Any other Permit listed in this chapter.

Sec. 906. Fees - Annexation Charges. The owner or owners of lands within areas proposed to be annexed to the District shall deposit with the District Secretary a sum to be fixed by the District Secretary, prior to commencement of proceedings by the Board on the proposed annexation. The amount to be fixed by the District Secretary shall be in a sum estimated to equal the engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions, and other documents in relation

thereto, and other expenses regularly incurred in connection therewith. Should the amount of the deposit exceed the costs incurred by the District the excess shall be refunded to the owner or owners following the conclusion of the final hearing on the proposed annexation. Should the amounts of the deposit be insufficient to pay such costs incurred by the District the owner or owners shall advance such additional sums as shall be necessary to pay said costs prior to the final hearing on the proposed annexation.

Sec. 907. Basic Connection Charge. A basic connection charge is hereby established for the privileges of connecting to the Sanitary Sewer system of the District. Except as hereinafter provided, a separate basic charge shall be made for each Building. In the event of dispute as to whether a structure constitutes a new Building or an addition to an existing Building, the determination of the Sanitary Board shall be final.

Before any addition to or modification of plumbing facilities is undertaken which will result in a change in the number of plumbing fixtures by which the amount of the basic connection charge is calculated, as hereinafter set forth, a Permit for such addition or modification shall first be obtained from the District upon payment to the District of an amount equal to the difference between the charge based upon the original number of units and that based upon the total number of original plus proposed units.

A Building which is accessory to a single family dwelling, such as a guest house or servants' quarters, is to be considered as a part of the single family dwelling rather than as a separate Building if such accessory Buildings are served by the same Lateral Sewer as the single family dwelling.

The amount of charge shall be computed on the basis of the number of plumbing fixtures within or about each Building as said fixtures comprise fixture units. The number of fixture units shall be computed from Chapter 4 of the 2022 California Uniform Plumbing Code. The method of arriving at the charge per fixture unit and the application of a "diminishing use factor thereof is particularly set forth in Exhibit "A" attached hereto and incorporated by reference herein.

Sec. 908. Fees - Connection Charges. In addition to any other charges established by the ordinances, rules and regulations of the District, there shall be collected, prior to connection to the Sanitary Sewer system of the District, special connection charges, as follows:

(a) Assessment Connection Charge: For any parcel, Unit or lot, or part of said property, lying within the present boundaries of said District or hereafter annexed to said District, which abuts on or can be directly served by any existing Main Sewer or Sanitary Sewer facilities of the District, constructed pursuant to special assessment proceedings, additional connection charges to be paid prior to the issuance of a Permit for connection in any such areas are hereby established as follows:

(i) Where said facilities constructed pursuant to special assessment proceedings consist of collection mains, together with major interceptor mains and/or any other Sanitary Sewer facilities, an additional connection charge shall be collected, in a sum to be computed by the District Engineer, as said property's share of the cost of the existing Sewer facilities of the District to be used by said property. Said sum shall be the equivalent of the cost to similar properties within the District which have paid for said facilities so to be used. Said sum shall include all costs incident to the installation of such facilities, together with interest charges thereon. Said sum shall not include any amounts for which bonds of the District are then outstanding and to which said property is or shall become subject.

(b) Special Connection Charge: For any parcel, Unit or lot, or part of said property which abuts on or can be directly served by any existing Main Sewer or Sanitary Sewer facilities of said District constructed pursuant to special agreement, wherein the District has agreed to reimburse to the party making the original installation a share of the cost of original construction attributable to parcels of property later connecting to said main or facilities, special connection charges in addition to any other charges established by the District, which must be paid prior to the issuance of a Permit for connection are hereby established as follows:

(i) Where said facilities constructed pursuant to special agreement consist of collection mains together with trunk mains and/or any other sanitary sewerage facility, an additional special connection charge shall be collected in a sum to be computed by the District Engineer

as said property's share of the cost of the sewer mains and other Sanitary Sewer facility of the District, constructed pursuant to special agreement, to be used by said property. Said sum shall be equivalent to the pro rata share of the cost of the installation made pursuant to the special agreement which would have been paid by said property for the facilities so to be used if said property had contributed its equitable share to the original cost of construction. Said sum shall include all costs incident to the installation of such mains and facilities.

Sec. 909. Special Connection Charges. In addition to any other charges established herein, the District may establish special connection charges for any Sewer connection when, in the opinion of the Board, the circumstances of such connection necessitate the establishment of unusual conditions or necessitate the payment of charges over and above those established herein.

Sec. 910. Sewer Permit and Inspection Charges. Permit and inspection charges are hereby established as follows:

(a) Single Family Residence: A fee of Fifty Dollars (\$178) shall be paid to the District for inspecting each single family residential building sewer installation.

(b) Commercial, Industrial, Church, Trailer Court, Multiple Dwelling, School, Public and Other Users: A fee of Fifty Dollars (\$178) per one hundred (100) lineal feet of Sewer for inspecting said Sewer installation shall be paid to the District for each Lateral Sewer installation serving commercial, industrial, church, trailer court, multiple dwelling, school, public and other users, with a minimum of One Hundred Dollars (\$178) for said inspection.

Where such property is to be developed for commercial and industrial uses such as, in the opinion of the District Secretary, will necessitate the conduct of special analyses of the effect of the installation on the Sewage effluent, the Person seeking a Permit for such installation shall provide the District with any such analyses as the District may require at the sole cost and expense of the Person seeking such Permit.

(c) Public Sewer Construction Permit: A fee of Fifty Dollars (\$241) per one hundred (100) lineal feet of Sewer for inspecting said Sewer installation, with a two

Hundred Forty One Dollar (\$241) minimum inspection fee, shall be paid to the District for the issuance of a Permit and inspecting the installation of Public Sewer mains consisting of extensions of the existing Public Sewer facilities of the District. Should the District Secretary deem that the fee provided herein is, or may be, inadequate to pay all of the costs and expenses of the District, he may decline to issue a Permit until the Board has reviewed the application for the Permit. The Board may determine that the Permit be subject to payment of fees in an amount fixed by the District in the estimated cost of all engineering, legal, inspection and other costs which may be incurred by the District required to insure compliance with the ordinances, rules and regulations of the District and all other applicable laws, rules and regulations. If the fee so collected shall be in excess of the actual costs to the District, any surplus shall be refunded to the Applicant, upon completion and satisfactory compliance with the Permit and all applicable rules and regulations. If the fee so established is less than the actual costs to the District the Applicant shall pay the excess costs to the District prior to acceptance of the Sewer facilities by the District.

(d) Connection to Force Main: A fee shall be paid to the District for issuing a Permit and inspecting any work which includes connection of the Sewer to a force main under the jurisdiction of the District in the same manner as provided in Sec. 909(c) hereof.

(e) Additional Fees: The above fees are for initial inspection only. If the Applicant has called for inspection and is not ready for inspection an additional fee of Forty Eight Dollars and fifty cents(\$57.00) per inspection for additional calls shall be paid.

(f). Administrative Fee: An administrative fee of \$57 will be charged to each Applicant requesting a Permit. The administrative fee covers the District's cost to issue the permit, recording all information into the District's electronic database, review plans and specifications, and accounting and additional administrative duties required to issue a Permit.

Sec. 911. Bond - Public Sewer Construction. Prior to the issuance of a Permit for Public Sewer construction the Applicant shall furnish to the District a faithful performance bond or cash in the amount of the total estimated cost of the work. Said bond shall be in the minimum amount of One Thousand Dollars (\$1000.00) and shall be secured by a surety or sureties satisfactory to the District. The cash deposit or faithful performance bond shall be conditioned upon the performance of the terms and conditions of the Permit and shall guarantee the

correction of faulty workmanship and the replacement of defective materials for a period of 1 year after the date of the District's acceptance of the work.

Sec. 912. Disposition of Fees. All fees collected on behalf of the District of this chapter in the form of fines, penalties, assessments, costs or expenses, and whether collected pursuant to civil, criminal, or administrative procedures prescribed in this chapter, excluding escrow costs in Section 610(b)(iv)(1)–shall be deposited with the District Secretary who shall place said funds in the depository of the District.

Sec. 913. All Work to be Inspected. All Sewer construction work, Lateral Sewers, plumbing and drainage systems shall be inspected by an Inspector of the District, the City, the Town, the County, as applicable, and any other agency or entity having jurisdiction there over, to insure compliance with any and all regulatory requirements. No Sewer shall be covered at any point until it has been inspected and passed for acceptance. No Sewer shall be connected either directly or indirectly to the District's Public Sewer system until the work covered by appropriate Permit has been completed, inspected and approved. All Sewers shall be tested for leakage in the presence of the appropriate Inspector and shall be cleaned of all debris accumulated from construction operations. If the test proves satisfactory, the Inspector shall issue a certificate of satisfactory completion.

Sec. 914. Notification. It shall be the duty of the Person doing the work authorized by Permit to notify the office of the District in writing that said work is ready for inspection. Such notification shall be given not less than 48 hours before the work is to be inspected. It shall be the duty of the Person doing the work to make sure that the work will stand the tests required by the District before giving the above notification.

Sec. 915. Condemned Work. When any work has been inspected and the work condemned and no certification of satisfactory completion given, a written notice to that effect shall be given instructing the owner of the premises, or the agent of such owner, to repair the Sewer or other work authorized by the Permit in accordance with the ordinances, rules and regulations of the District. An additional fee for re-inspection will be charged for each subsequent inspection. Said additional fee shall be in an amount sufficient to reimburse all District costs and expenses attributable to each re-inspection.

Sec. 916. All Costs Paid by Owner. All costs and expenses incident to the installation and connection of any Sewer or other work for which a Permit has been issued shall be borne by the owner. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.

Sec. 917. Outside Sewers. Permission shall not be granted to connect any lot or parcel of land outside the District to any Public Sewer in or under the jurisdiction of the District unless a Permit therefor is obtained. The Applicant shall first enter into a contract in writing whereby he shall bind himself, his heirs, successors and assigns to abide by all ordinances, rules and regulations in regard to the manner in which such Sewer shall be used, the manner of connecting therewith, and the plumbing and drainage in connection therewith and also shall agree to pay all fees required for securing the Permit and a monthly fee in the amount set by the District for the privilege of using such Sewer.

Sec. 918. Permit Optional. The granting of such permission for an outside Sewer in any event shall be optional with the Board.

Sec. 919. Special Outside Agreements. Where special conditions exist relating to an outside Sewer, they shall be the subject of a special contract between the Applicant and the District.

Sec. 920. Street Excavation Permit. A separate Permit must be secured from the City, Town, or County, as applicable, or any other person or entity having jurisdiction there over by owners or contractors intending to excavate in a public street for the purpose of installing Sewers or making Sewer connections.

Sec. 921. Liability. The District and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising during or growing out of the performance of any work by any such Applicant. The Applicant shall be answerable for, and shall save the District and its officers, agents and employees harmless from any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending same or in seeking to enforce this provision. Applicant shall be solely liable for any defects in the performance of his work or any failure which may develop therein.

Sec. 922. Time limit on Permits. If work under a Permit be not commenced within 6 months from the date of issuance or if after partial completion the work be discontinued for a period of 1 year, the Permit shall thereupon become void and no further work shall be done until a new Permit shall have been secured. A new fee shall be paid upon the issuance of said new Permit.

ARTICLE X. ENFORCEMENT

Sec. 1001. Violation. Any Person found to be violating any provision of this or any other ordinance, rule or regulation of the District, except Sections 710 and 1101 hereof, shall be served by the District Secretary or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than 2 nor more than 7 business days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other ordinance, rule or regulation of the District. Upon being notified by the District Secretary of any defect arising in any Sewer or of any violation of this chapter, the Person(s) having charge of said work shall immediately correct the same.

Sec. 1002. Public Nuisance. Continued habitation of any Building or continued operation of any industrial facility in violation of the provisions of this or any other ordinance, rule or regulation of the District and all other applicable laws, rules and regulations is hereby declared to be a public nuisance. The District may cause proceedings to be brought for the abatement of the occupancy of the Building or industrial facility during the period of such violation.

Sec. 1003. Disconnection. As an alternative method of enforcing the provisions of this or any other ordinance, rule or regulation of the District, and all other applicable laws, rules and regulations, the District Engineer shall have the power to disconnect the user or subdivision from the Sewer system of the District. Upon disconnection the District Engineer shall estimate the cost of disconnection from and reconnection to the system, and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the

system. The District Engineer shall refund any part of the deposit remaining after payment of all costs of disconnection and reconnection.

Sec. 1004. Public Nuisance Abatement. During the period of such disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon the District shall cause proceedings to be brought for the abatement of the occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of reconnection, there is to be paid to the District a reasonable attorney's fee and cost of suit arising in said action.

Sec. 1005. Means of Enforcement Only. The District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

Sec. 1006. Punishment for Violation of Prohibited Discharges: Misdemeanor. Section 6523 of the Health and Safety Code of the State of California provides that the violation of an ordinance, rule or regulation of a sanitary district by any person is a misdemeanor punishable by fine not to exceed \$1000, imprisonment not to exceed 30 days, or both. Each and every connection or occupancy in violation of the ordinances, rules and regulations of the District shall be deemed a separate violation and each and every day or part of a day a violation of the ordinance, rule or regulation continues shall be deemed a separate offence hereunder and shall be punishable as such.

Sec. 1007. Liability for Violation. Any person violating any of the provisions of the ordinances, rules or regulations of the District shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Sec. 1101. Protection from Damage. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District Sewage Works. Any person violating this provision shall be subject to the penalties provided by law.

Sec. 1102. Powers and Authorities of Inspectors. The officers, inspectors, engineer and any duly authorized employees of the District shall wear or carry an official badge of office

or other evidence establishing his position as such, and upon exhibiting the proper credentials and identification shall be permitted to enter in and upon any and all Buildings, industrial facilities and properties for the purposes of inspection, re-inspection, observation, measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the ordinances, rules and regulations of the District.,

Sec. 1103. Separability. If any section, subsection, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

Sec. 1104. Repeal of Inconsistent Ordinances. Ordinance Nos. 1, 2, 4, 4A, 5, 6, 7, 8, 12, 14, 70-01, 70-02, 73-01, 93-02, 96-01, 2007-02, 2010-01, 2014-02, 2014-02(a), 2024-02 and any other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of an amended ordinance passed and adopted at a regular meeting of the Sanitary Board of Sanitary District No. 5 of Marin County, California, duly held on the 19th day of February 2026, by the following vote of the members thereof:

AYES, in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

Approved

Attest:

Catherine Benediktsson
President, Board of Directors

John Carapiet
Secretary, Board of Directors

SANITARY DISTRICT NO. 5 OF MARIN COUNTY
SANITARY CODE

EXHIBIT "C"
SCHEDULE OF BASIC CONNECTION CHARGES
(updated connection fee schedule)

APPENDIX C
SCHEDULE OF CAPACITY FEE CHARGES

**SANITARY DISTRICT
of MARIN COUNTY**



Appendix C
Schedule of Connection Fee Charges

Fixture Units	Charge
1	\$914
2	\$1,828
3	\$2,742
4	\$3,656
5	\$4,570
6	\$5,484
7	\$6,398
8	\$7,312
9	\$8,226
10	\$9,140
11	\$10,054
12	\$10,968
13	\$11,882
14	\$12,795
15	\$13,709
16	\$14,623
17	\$15,537
18	\$16,451
19	\$17,365
20	\$18,279
21	\$19,193
22	\$20,107
23	\$21,021
24	\$21,935
25	\$22,849
26	\$23,763
27	\$24,677
28	\$25,591
29	\$26,505
30	\$27,419
31	\$28,333
32	\$29,247
33	\$30,161
34	\$31,075
35	\$31,989
36	\$32,903
37	\$33,817
38	\$34,731
39	\$35,645
40	\$36,559
41	\$37,473
42	\$38,386
43	\$39,300
44	\$40,214
45	\$41,128
46	\$42,042
47	\$42,956
48	\$43,870
49	\$44,784
50	\$45,698
51	\$46,612
52	\$47,526
53	\$48,440
54	\$49,354
55	\$50,268
56	\$51,182
57	\$52,096
58	\$53,010
59	\$53,924
60	\$54,838

Over 60 The cost per fixture unit multiplied by the total number of fixture units

Accessory Dwelling Units charged at a rate of \$10.98 per square foot