

Ordinance 97

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT RATES AND REGULATIONS FOR WATER, SEWER, AND REFUSE COLLECTION SERVICES

Adopted on June 13, 2023

Effective as of July 1, 2023

Article I. Definitions

Section 1.1 Unless the provision or context otherwise requires, the following definitions shall govern the construction of the District's Rate and Regulations:

- (a) "Accessory Dwelling Unit" or "ADU" shall mean an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- (b) "Billing Period" shall mean the following:
 - (i) The period during which service is provided and for which the customer is billed.
 - (ii) For water service, billing period means the period of time between meter readings for which a customer is billed.
 - (iii) All billing periods occur 12 times per calendar year and frequency of bills shall be one month (monthly).
- (c) "Board of Directors" shall mean the elected Board of Directors which is the governing body of the Channel Islands Beach Community Services District.
- (d) "Charge" or "Rate" shall mean the amount of money to be paid by the person liable to the District for water service, sewer service, or refuse collection service.
- (e) "Construction Site" shall mean real property undergoing construction or substantial repairs and/or reconstruction.
- (f) "Commercial Property" shall mean a site, building, or real property used for the exchange or buying and selling of material goods or services, including, but not limited to, offices, restaurants, and hotels or motels.
- (g) "Customer" or "Consumer" or "Constituent" means any person liable for a water service and/or sewer service connection and/or refuse collection services.
- (h) "Date of Demolition" or "Demolition" shall mean the sign-off date of an approved demolition permit from the County of Ventura.

- (i) “District” shall mean the Channel Islands Beach Community Services District and all territory now or hereafter included within the boundaries of the District.
- (j) “Employee” shall mean all persons engaged in the operation or conduct of any water, wastewater, garbage, trash or refuse contractor business
- (k) “Equivalent Residential Unit” or “ERU” shall mean:
 - (i) One (1) freestanding single-family residence; or
 - (ii) Any dwelling unit, attached or detached, designed to be an independent dwelling unit; or
 - (iii) Any independent dwelling unit that is part of an apartment complex, condominium development, mobile home, or duplex.
- (l) “Fire Line” shall include a fire sprinkler system and/or a UL fire water meter and manifold installed in a residential dwelling unit.
- (m) “General Manager” or “Manager” shall mean the General Manager of the Channel Islands Beach Community Services District or his/her assigned designee(s). The General Manager shall be appointed by the Board and shall be responsible for the daily oversight and management of operations performed by the District.
- (n) “Governmental Property” or “Public Entity Property” shall mean any site, structure, building, real property, or works which is owned or occupied by a public entity, including, but not limited to:
 - (i) Property owned and/or occupied by the Hueneme School District; and
 - (ii) Property owned and/or occupied by the County of Ventura.
- (o) “HCF” shall mean Hundred Cubic Feet of water. HCF is a standard unit of measurement for water consumption. One (1) HCF equals 748 gallons of water.
- (p) “Industrial Property” shall mean any site, structure, building, real property, or works which is, or which is designed to be, used for the manufacture, processing, or distribution of material, equipment, supplies, food, or commodities of any description or which used or designed to be used as a sanitarium, hospital, penal institution or charitable institution; together with all appurtenances thereto and the surrounding premises under the same ownership or control.
- (q) “Multi-Unit Residential Property” shall mean a residential property containing three (3) or more residential dwelling units including, but not limited to, a triplex with three (3) dwelling units, and an apartment complex or other multi-tenant building containing four (4) or more dwelling units
- (r) “Nuisance” shall mean anything which is injurious to health, including, but not limited to, anything that is indecent or offensive to the senses, an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any public park, sidewalk, street, or highway.

- (s) “Occupant” shall mean every resident or possessor of improved real property within the District, including, but not limited to, residential property, commercial property, industrial property, and/or governmental property.
- (t) “Owner” shall mean the person holding title to real property within the District.
- (u) “Person” means an individual, firm, company, partnership, corporation, society, entity, municipality, quasi-municipality, or any commercial association or venture, however defined.
- (v) “Real Property,” “Property” or “Properties” shall mean all real property in the District, residential, commercial, governmental, and/or industrial, vacant or otherwise.
- (w) “Refuse Collection” shall mean the collection, disposal, and transport of solid waste and recyclable materials from properties within the District by the District or the District’s contractor.
- (x) “Residential Dwelling Unit” or “Dwelling Unit” shall mean an independent residential living space, with kitchen facilities, designed for use by one (1) or more persons. For purposes of this definition, a residential dwelling unit includes, without limitation, a single-family dwelling, one-half (1/2) of a duplex, and an apartment within a multi-unit residential building.
- (y) “Residential Property” shall mean any site, structure, building, or real property used for residential purposes and containing at least one (1) dwelling unit.
- (z) “Service” shall mean the furnishing of water, sewer, and/or refuse collection by the District.
- (aa) “Single-Unit Residential Property” shall mean a residential property containing no more than one (1) dwelling unit and one (1) ADU, includes duplexes.
- (bb) “Street” shall mean any public or private street or right of way.

Article II. General Provisions

Section 2.1 *Title.* This document shall be known as the “Rate and Regulations for District Services” of the Channel Islands Beach Community Services District.

Section 2.2 *Applicability.* Except as otherwise provided herein, these rates and regulations apply to all properties, and the owners and/or occupants of such properties, within the District’s service area that receive any of services the District is authorized to provide pursuant to Government Code Section 61100. Unless otherwise approved by the Board of Directors, all services shall be made in accordance with these rates and regulations.

Section 2.3 *Eligibility for District Services.*

- (a) All real property within the District shall be eligible to receive water, sewage, and refuse collection services by the District or the District’s Contractor on the condition that the real property is on the current property tax roll for the County of Ventura.

- (b) Provision of services may be subject to proof of legal occupancy and compliance with all terms and conditions of this Article, including timely payment of all service rates and charges.

Section 2.4 *Amendments.* Notwithstanding applicable provisions of state law, these rates and regulations may be amended by resolution or ordinance at any regular or special meeting of the Board of Directors.

Section 2.5 *Rate Setting.* Pursuant to Government Code Section 61115, the Board of Directors may, by resolution or ordinance, establish rates and other charges to cover the cost of providing any of the services the District is authorized to provide.

Section 2.6 *Billing.*

- (a) The District shall levy and collect the service rates and charges for all properties within the District receiving water service, sewer service, and refuse collection service from the District or the District's Contractor. All charges shall be billed by the District.
- (b) To the extent practicable, all such charges for District services shall be billed by the District in conjunction with its billings for all water, sewer, and refuse collection services.
- (c) Charges for a portion of a month shall be appropriately prorated.
- (d) The owner or occupant of the property receiving service shall make payment of the amount owed within twenty-one (21) days of the District's mailing of the billing statement.
- (e) *Late Fee.* In the event of past due payment of a billing statement, an owner or occupant shall be assessed a late fee of (10%) in accordance with the procedures established by the Board of Directors.
- (f) *Nonpayment.* Except as provided in Article III of these Rates and Regulations, in the event of nonpayment of a billing statement for service, the District may initiate proceedings to discontinue refuse service to the affected property or exercise any remedies available to the District pursuant to Government Code Section 61115.
- (g) *Returned Checks.*
 - (i) Upon receipt of a returned check taken as payment on a delinquent account, the District may deem the account unpaid and the account will remain delinquent. The District shall make a reasonable, good-faith effort to notify the customer by phone or email of the returned check.
 - (ii) If the account is more than 60 days delinquent at the time the District received a returned check, a Door Hanger Notice for discontinuation of service shall be placed at the service address notifying the customer that service will be discontinued in seven (7) business days.
 - (iii) Services may be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the Door Hanger Notice.

- (h) *Multiple Returned Checks.* After three returned checks on a single customer account, all amounts paid must be in money orders, cashier's check, or cash.

Section 2.7 *Disputes and Appeals.* If a customer wishes to dispute a charge on a bill, the customer has the right to appeal as follows:

- (a) *Appeal to Office Manager.* The appeal must be in writing, legible, and received by the Office Manager within 15 calendar days of the date the bill the customer seeks to appeal was issued to the customer. The appeal shall include:
 - (i) The basis for the appeal; and
 - (ii) Evidence supporting the basis for the appeal; and
 - (iii) A suggestion for the resolution of the dispute, if any.
- (b) Upon receipt, the Office Manager shall notify the customer of confirmation of receipt of the appeal and, within fifteen (15) calendar days the Office Manager shall provide the customer an independent determination of the disputed bill, provided to the customer in writing.
- (c) *Appeal of Office Manager's Determination.* The Office Manager's determination may be appealed to the General Manager within fifteen (15) calendar days of the mailing date of the Office Manager's determination. The appeal of the Office Manager's determination shall be heard and considered by the General Manager within 30 calendar days from the General Manager's receipt of an appeal, but no public hearing is required. The General Manager shall provide the applicant notice of the time and place for the appeal hearing. The General Manager may, in his or her discretion, affirm, reverse, or modify the determination accordingly. The General Manager's decision shall be final.
- (d) *Pending Appeals.* The District may not disconnect a customer's residential water service while the customer has an appeal pending.

Section 2.8 *Severability.* In the event any section, clause, or portion of these rates and regulations is found to be invalid, the validity of the remaining sections of the rates and regulations shall not be affected.

Section 2.9 *Liability.* Nothing contained herein shall be deemed to constitute the assumption of any duty by the District not otherwise required of it by law.

Section 2.10 *Owner's Responsibility.* Ordinance 81, adopted July 12, 2011, remains in effect and all of its terms are incorporated herein by this reference. In Particular, Item 5.1 of Ordinance 81 provides that, pursuant to Government Code Section 61115, the Property Owner shall be responsible for the payment of all District service charges related to the subject property. A Property Owner's responsibility for District service charges is not relieved by either the fact that the charges were incurred and paid by a person of entity other than the Property Owner, or the fact that the services were instituted in the name of a person or entity other than the Property Owner.

Article III. Water Service Fees and Charges

Section 3.1 *Definitions.* For purposes of this Article, the following definitions shall apply:

- (a) “Commercial” shall include the following:
 - (i) any use that is not solely comprised of residential dwelling units including those where dwelling units and commercial uses are serviced by a single (1) metered water connection; and
 - (ii) hotels or motels.
- (b) “Harbor Customers” shall mean those customers who are served water through a connection subject to the terms of the 1996 Water Service Agreement between the County of Ventura and the District. This includes those areas within the lands and water ways owned and operated by the Channel Islands Harbor Department.
- (c) “Industrial” shall include any use that is not solely comprised of residential dwelling units including those where dwelling units and industrial uses are serviced by a single (1) metered water connection.
- (d) “Multi-Family Residential” shall include the following:
 - (i) Single-family residences with two (1) and (1) ADUs;
 - (ii) Residential multiplexes with three (3) or more dwelling units serviced through a single (1) metered water connection; and
- (iii) “Multi-Family Residential” shall not include any connection that services both a dwelling unit and another non-residential use simultaneously.
- (e) “Non-Harbor Customers” shall mean those customers who are served water through a connection *not* subject to the terms of the 1996 Water Service Agreement between the County of Ventura and the District. This includes the residential subdivisions commonly referred to as Hollywood Beach, Hollywood by the Sea, and Silver Stand.
- (f) “Single-Family Residential” shall include the following:
 - (i) Single-family residences;
 - (ii) Single-family residences with one (1) ADU; and
 - (iii) Residential duplexes serviced through a single (1) metered water connection
- (g) “Water System” shall mean the District infrastructure, facilities, and water rights that provide water service, including without limitation water treatment facilities, transmission lines, storage tanks, pumping stations, and production wells.

Section 3.2 *Intent.* Pursuant to the statutory authority provided in Government Code Sections 61060 and 61100(a), it is the declared intent of the District to provide water service to its constituents for any beneficial use.

Section 3.3 *Base Charges.*

- (a) A fixed monthly service charge for water service is based upon the size and location of the water meter and are as follows for all water meters within the District’s service area that are connected to the District’s water system:

- (i) For Non-Harbor Customers
 - 1) ¾" meter: \$41.96/month
 - 2) 1" meter: \$66.62/month
 - 3) 1 ½" meter: \$128.28/month
 - 4) 2" meter: \$202.25/month
 - 5) 3" meter: \$436.53/month
 - 6) 4" meter: \$781.79/month
- (ii) For Harbor Customers
 - 1) ¾" meter: \$44.07/month
 - 2) 1" meter: \$70.15/month
 - 3) 1 ½" meter: \$135.33/month
 - 4) 2" meter: \$213.56/month
 - 5) 3" meter: \$461.26/month
 - 6) 4" meter: \$826.30/month
- (b) All customers with a water meter connected to the District's water system shall be liable for the applicable fixed monthly service charge as long as water service is immediately available to the customer.

Section 3.4 *Non-Harbor Residential Tiered Usage Rates.*

- (a) In addition to the fixed monthly base charge, the following tiered usage rates apply to the water delivered through the District's water system to Non-Harbor Residential customers.:
 - (i) For Non-Harbor, Single-Family Residential Customers
 - 1) Tier 1: \$4.84/HCF for 0-5 HCF
 - 2) Tier 2: \$6.00/HCF for 6-8 HCF
 - 3) Tier 3: \$7.73/HCF for each HCF beyond 8 HCF
 - (ii) For Non-Harbor, Multi-Family Residential Customers
 - 1) Tier 1: \$4.84/HCF for 0-4 HCF
 - 2) Tier 2: \$6.00/HCF for 5-6 HCF
 - 3) Tier 3: \$7.73/HCF for each HCF beyond 6 HCF
- (b) HCF for tiered rates shall be based on the meter reading for the connection as recorded at the end of each billing period

Section 3.5 *Metered Rates.* In addition to the fixed monthly service charge, all Harbor Residential, Commercial, Governmental, and Industrial properties within the District with a water meter connected to the District's water system shall be subject to the following variable rates:

- (a) Non-Harbor: \$5.21/HCF
- (b) Harbor: \$5.42/HCF

Section 3.6 *Construction Sites.*

- (a) In addition to the fixed monthly service charge, all Construction Sites with a water meter connected to the District's water system shall be subject to the metered variable rates in Section 3.5 of this Article.

- (b) Notwithstanding the variable rates in paragraph (a), if a Construction Site requires a Fire Hydrant and a Fire Hydrant Meter, a Fire Hydrant Construction Meter deposit charge of \$1,000.00 shall apply. In addition, during the term of the hydrant meter rental, a fixed monthly service charge of \$50.00 per month and the commercial usage charges shall apply.

Section 3.7 *Connection Charges.*

- (a) *Capacity Connection Charge.* Except for connection charges subject to the 1996 Water Service Agreement, any new development within the District's service area requiring a metered service connection to the District's water system shall be subject to a capacity-based connection fee as follows:

- (i) ¾" connection: \$6,064.00 (based on equivalency factor:1)
- (ii) 1" connection: \$12,128.00 (based on equivalency factor: 2),
- (iii) 1 ½" connection: \$24,252.00 (based on equivalency factor: 4)
- (iv) 2" connection: \$43,909.00 (based on equivalency factor:7)
- (v) 3" connection: \$90,946.00 (based on equivalency factor:15)
- (vi) 4" connection: \$181,893.00 (based on equivalency factor: 30)
- (vii) 6" connection: \$363,786.00 (based on equivalency factor: 60)

- (b) *Connection Charge for Delayed Construction on Vacant Parcels.*

- (i) If a capacity connection charge has been paid for a vacant and unconnected parcel within the District within five (5) years of the date a request for a connection is received, the connection shall not be subject to an applicable connection charge.
- (ii) If a capacity connection charge has been paid for a vacant and unconnected parcel within the District more than five (5) but less than ten (10) years of the date a request for a connection is received, the connection shall be subject to payment of fifty percent (50%) of the applicable connection charge.
- (iii) If a capacity connection charge has been paid for a vacant and unconnected parcel within the District over ten (10) years of the date a request for a connection is received, the connection shall be subject to full payment of the applicable connection charge.

- (c) *Connection Charge for Demolished and Replaced Structures.*

- (i) Any structure within the District that is constructed to replace a demolished structure shall not be subject to the applicable connection charge if:
 - 1) The demolished structure was properly connected to the District's water service system as evidenced by past payment of an applicable connection charge; and
 - 2) The replacement structure is constructed within five (5) years from the date of demolition.
 - 3) The property owners bear the burden of proof.

- (ii) If a replacement structure is constructed more than (5) years but less than ten (10) years after the date of demolition, the connection shall be subject to payment of fifty percent (50%) of the applicable connection charge.
- (iii) If a replacement structure is constructed more than ten (10) years after the date of demolition, the connection shall be subject to full payment of the applicable connection charge.
- (d) *Incremental Connection Charges.* Notwithstanding any other part of this Article, if any replacement structure requires a larger sized water meter, the property owner shall pay the difference between the applicable connection charges.
- (e) *Connection Charges for ADUs.*
 - (i) Pursuant to Government Code Section 65852.2(f)(4), the District shall not assess a connection charge for water service to an ADU that meets the description of Government Code Section 65852.2(e)(1)(A).
 - (ii) The District may assess connection charges for all ADUs that do not meet the description of Government Code Section 65852.2(e)(1)(A).
 - (f) *Will Serve Letters.* A “Water Will Serve Letter” or “Water Availability Letter” shall be issued for sewer service upon request, but all applicable connection charges shall be paid in full before the construction and installation of a District water meter.

Section 3.8 *Relocation or Abandonment of Metered Service.*

- (a) Charges for all meter relocation services shall be billed at the District’s actual cost to remove and relocate the meter, including, but not limited the costs of ordering, shipping, and handling all materials, all other costs incurred related to and/or in connection with the removal and relocation of the meter, plus an additional 15% administration fee.
- (b) The General Manager shall provide a cost estimate for relocation or abandonment upon request of a District customer.

Section 3.9 *Fire Lines*

- (a) *Fire Line Service Charge.* In addition to fixed monthly service charge, there shall be a fixed monthly service charge for fire line protection services for fire lines connected to the District’s water system. The fixed monthly service charge for fire lines are based on the size of the connection:

- (i) ¾” connection: \$6.50/month

- (ii) 1” connection: \$9.81/month

- (b) *Dedicated Fire Protection Line.* If the connection to the District’s water system is dedicated solely for fire protection, the fixed monthly rate for the fire line shall be based on the diameter of the connection as follows:

- (i) 1” connection: \$6.12/month

- (ii) 2” connection: \$12.12/month

- (iii) 3” connection: \$25.76/month

- (iv) 4" connection: \$49.28/month
- (v) 6" connection: \$133.67/month
- (vi) 8" connection: \$279.25/month
- (c) *Capacity Connection Charge for Dedicated Fire Protection Lines.* Any new development within the District's service area requiring a metered service connection to the District's water system for a connection dedicated solely to fire protection shall be subject to a capacity-based connection fee as follows:
 - (i) ¾" connection: \$800.00
 - (ii) 1" connection: \$1,212.00
 - (iii) 2" connection: \$1,842.00
 - (iv) 3" connection: \$2,818.00
 - (v) 4" connection: \$3860.00
 - (vi) 6" connection: \$5,712.00
- (d) *Cost of Installation for Dedicated Fire Protection Line.* In addition to the connection fee described in paragraph (c), applicants seeking to install a connection for a dedicated fire protection line shall be billed at the District's actual cost to install the connection, including, but not limited to, the costs of ordering, shipping, and handling all materials, and all other costs incurred related to and/or in connection to the installation of the meter, plus an additional 15% administration fee. The General Manager shall provide a cost estimate for the installation upon request.
- (e) *Ventura County Fire Protection District Ordinance 31.* Ordinance 31 requires new and/or remodeled homes to install fire sprinklers under certain specified conditions. All water service modifications required for fire sprinkler installations required under Ordinance 31 shall be billed at the District's actual cost to modify the connection, including, but not limited to, the costs of ordering, shipping, and handling all materials, and all other costs incurred related to and/or in connection to the modification, plus an additional 15% administration fee. The General Manager shall provide a cost estimate for the installation upon request.
- (f) *Discontinuation of Service for Non-Compliant Backflow Devices.* In the event a Customer has received three (3) prior written notices for failing to comply with the testing of the Customer's backflow device, the District may deliver a disconnection written notice to the Customer which provides that the District will discontinue water service if the testing compliance is not fulfilled within ten (10) days. If the Customer fails to comply with the testing of the backflow device during such ten (10) day period, the District may disconnect water service by turning off, and in some cases locking off, the meter.

Section 3.10 *Delinquent Accounts.*

- (a) Delinquent accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative

payment schedule) by close of business 21 days after issuance of the water bill. The following rules apply to the collection of delinquent accounts.

- (i) *Small Balance Accounts.* Any balance on a bill of \$15 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action. Failure to pay an amount of \$15 or less will not render an account “delinquent.”
 - (ii) *Late Fees.* If payment for a bill of more than \$15 is not received by close of business on the 21st day after the bill is issued, a late fee of 10% of the amount past due will be assessed onto the customer’s account. The due date and late fee will be displayed prominently on the customer’s subsequent service bill and appear on the Late Notice.
 - (iii) *Waiver of Late Fees.* At the request of the customer, the District may waive a late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding 12 months. The District shall only waive one late fee in a 12-month period.
- (b) *Notice for Delinquent Accounts.*
- (i) *Late Notice for Delinquent Accounts.* The District shall provide the customer a “Late Notice” informing the customer that the account remains past due and is now deemed delinquent. The Late Notice shall also inform the customer that termination of service will be forthcoming if the bill remains delinquent for more than 60 days. A Late Notice shall be sent as soon as the customer’s account is deemed delinquent. The Late Notice shall include all the following:
 - 1) Customer’s name and address;
 - 2) Amount that is past due;
 - 3) Date by which payment arrangements are required to avoid discontinuation of service;
 - 4) Description of the process to apply for an amortization plan;
 - 5) Description of the process to dispute or appeal the bill and past due amount; and
 - 6) The District’s phone number and a web link to the District’s discontinuation of residential service policy.
 - (ii) *When Service Address is Different than Customer’s Billing Address.* If the customer’s billing address for residential service is different than the service address, the District shall also send a Late Notice to the service address, addressed to “Occupant” or name of the occupants if known to the District.
 - (iii) *When a Late Notice is Returned to District.* The District assumes no responsibility for phone or email contact information that has not been kept up to date by the customer. If the written notice is returned through mail, the District will make a reasonable, good faith effort to notify the customer by placing the Late Notice in a conspicuous place on the residential property.

(iv) *Residential Service for Tenants with Delinquent Landlords.*

- 1) For purposes of this subparagraph “residential service” includes water service to all single-family residential properties and multi-family residential properties in the District’s service area.
 - 2) If the “Occupant” of the service address is a tenant, and the customer of record is the tenant’s landlord, the tenant may opt to become the customer of record to whom service will then be billed. However, the tenant may only become the customer of record if the landlord’s account for the service address has been deemed delinquent.
 - 3) The tenant must agree to the terms and conditions of service and meet the requirements of service. The District may request proof of prompt payment of rent or other credit obligation that the District deems acceptable.
 - 4) If the tenant becomes the customer of record, the tenant is not required to pay any amount which may be due on the landlord’s account for the service address. However, the landlord is still liable for their past due amount and will be required to pay the amount past due in order to remain in good standing with the District.
- (c) *Alternative Payment Arrangements for Delinquent Accounts.* Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District may consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.
- (i) *Amortization Plan.* Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer’s regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.
- (ii) *Alternative Payments When Discontinuation Poses Serious Health & Safety Risk.* Residential service shall not be discontinued, and the customer shall be offered an alternative payment arrangement if one the following conditions (1,2, and 3) are met:
- 1) The customer provides certification by a Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) who certifies that the termination will be life-threatening or pose a serious threat to the health and safety of any resident of the

premises where water is provided will obligate the District to enter an amortized repayment plan.;

- 2) The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer is deemed financially unable to pay for service if:
 - a) Any member of the customer's household is a recipient of:
 - i) CalWORKs;
 - ii) Cal Fresh;
 - iii) General Assistance;
 - iv) Medi-Cal;
 - v) Supplemental Security Income/State Supplementary Payment Program; or
 - vi) California Special Supplemental Nutrition Program for Woman, Infants, and Children. Or,
 - b) The customer declares that the household annual income is less than 200 percent of the federal poverty level.
- 3) The customer is willing to enter into an amortization agreement, the alternative payment schedule, or a plan for a deferred or reduced payment.

(iii) *Default on Alternative Payment Arrangements.*

- 1) Failure to comply with the terms of an alternative payment or amortization plan within a billing cycle shall deem the account delinquent and result in the issuance of a Late Notice, pursuant to Section 3.11(b)(1).
- 2) Failure to comply with the terms of an alternative payment or amortization plan for more than 60 days may result in the issuance of a Door Hanger Notice, pursuant to Section 3.12.

Section 3.11 *Discontinuation of Service for Nonpayment.*

- (a) *Written Notice of Discontinuation of Service.* The District shall not discontinue water service for non-payment until payment by the customer has been delinquent for more than 60 days. The District shall contact the customer in writing, in the form of a door hanger tag ("Door Hanger Notice") at least seven (7) business days before the discontinuation of water service for non-payment.
- (b) *Door Hanger Notice Fee.* When a Door Hanger Notice is delivered, an additional \$15.00 fee is applied to the customer's account balance. All applicable fees must be paid in order to avoid service disconnection and/or restore those services in the event they are disconnected.

- (c) *Disconnection Deadline.* All delinquent water service charges and associated fees must be received by the District by 4:30 p.m. on the day specified in the Late Notice, pursuant to Section 3.11(b)(1).
- (d) The District may disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer shall be notified by a Door Hanger Notice at least 7 business days prior to termination of service, as provided in paragraph (a) of this section.
- (e) *Re-Establishment Notice.* At the time service is discontinued and terminated to the customer, the District shall place a “Reestablishment Notice” in a conspicuous place at the service address. The Reestablishment Notice shall provide the customer information on how to restore residential service.
- (f) *Reporting of Discontinuations of Residential Service.* The District shall report the number of annual discontinuations of residential service for inability to pay on the District’s website, pursuant to Health & Safety Code Section 116918.
- (g) *Flow Restrictor.* If a customer has been delinquent for more than sixty (60) days, the District may elect at its option, to install a flow restrictor at the District meter restricting the flow of water to the delinquent customer. The installation of flow restrictor shall not restrict the ability of the District to proceed with the discontinuation of service provide the requirements for discontinuation set forth in this Ordinance have been satisfied. If a flow restrictor is installed, the District shall endeavor to remove it as soon as practicable following payment of any past due amount.

Section 3.12 *Reestablishment of Water Service.*

- (a) In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The District shall endeavor to reconnect service as soon as practicable but, at a minimum, shall restore service before the end of the next regular working day following payment of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.
- (b) *Re-establishment of Service During Business Hours.* If District water service has been disconnected, an additional re-establishment fee of \$50.00 and all outstanding balances shall be paid prior to service being restored.
- (c) *Re-establishment of Service After Business Hours.* Service restored after 5:00 p.m. Monday through Friday, weekends, or holidays shall be charged an after-hours re-establishment fee. Service may not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee and has signed an agreement acknowledging the fee and agreeing to contact the District office no later than noon the following business day to pay the subject fee. If the customer requests re-establishment of water

service outside of regular business hours, the fee to restore service shall be \$125.00, instead of the \$50.00 fee listed above, plus all other outstanding balances on the account.

Article IV. Sewer Service Fees and Charges

Section 4.1 *Definitions.* For purposes of this Article, the following definitions shall apply:

- (a) “District Wastewater Collection System” shall mean the District’s sewer facilities, including, but not limited to, sewer mains, treatment plants, interceptors, lift stations, outfalls, and other sewer facilities, owned and/or controlled by the District.
- (b) “Single-Family Residential” shall mean one (1) Single-Family residence with one (1) ADU.
- (c) “Multi-Family Residential” shall mean any residential structure comprised of more than one (1) dwelling unit, including single-family residences *with more than (1) ADU, (3) or more units.*
- (d) “Sewer Service Only” shall mean those facilities known as the “Hollywood Beach Mobile Home Park” and the “Harbor Walk Condominiums.”
- (e) “Commercial I – Low” shall mean any premises used for general office functions, retail, and./or enterprise where it can be reasonably expected that the strength of sewerage generated and discharged will be generally low in TSS and BOD.
- (f) “Commercial III – High” shall mean any premises used for the purpose of food production, restaurant service, and/or where the sewerage generated and discharged can be reasonably expected to produce high volumes of flow, high TSS and high BOD.
- (g) “School” shall mean any premises owned and operated by the Port Hueneme School District.
- (h) “Return to Sewer” or “RTS” shall mean the amount of wastewater that flows through the District Wastewater Collection System. Because of technical limitations on accurately measuring the flows of sewage from individual connections, RTS is calculated based on industry-standard ratios that are a function of type of use and amount of water delivered. The RTS factor for Single-Family Residential and Multi-Family Residential is based on annualized FY 2015 winter usage.
- (i) “Lateral” shall mean those portions of sewer line necessary to connect any property to the District Wastewater Collection System including those portions in the public right of way up to and including the “Wye” connection to the District sewer main and those sections extending onto private property.

Section 4.2 *Intent.* Pursuant to the statutory authority provided in Government Code Sections 61060 and 61100(b), it is the declared intent of the District to provide its constituents sewage and wastewater service, including the collection, treatment, and disposal of sewage and wastewater, for the welfare and public health and safety of the

community, to prevent the introduction of pollutants not customarily found or that are incompatible with the District's Waste Water Collection System, to protect District personnel who may be affected by wastewater and sludge in the course of their employment, and enable sufficient control authority to the District in order to comply with local, state, and federal wastewater regulation.

Section 4.3 *Base Charges.*

- (a) A fixed monthly service charge for sewer service is based upon the type of connection and are as follows for all properties within the District's service area that are connected to the District's Wastewater Collection System:
 - (i) Single-Family Residential: \$29.84 per month per connection
 - (ii) Multi-Family Residential: \$23.88 per month per connection
 - (iii) Sewer Service Only: \$23.88 per month per connection
 - (iv) School: \$208.91 per month per connection
 - (v) Commercial I – Low: \$28.05 per month per connection
 - (vi) Commercial II – High: \$84.74 per month per connection
- (b) All customers with an active sewer service connection to the District's Wastewater Collection System shall be liable for the applicable fixed monthly service charge as long as sewer service is immediately available to the customer.

Section 4.4 *Variable Rates.* In addition to the fixed monthly base charge, the following variable rates are based on metered water consumption and listed RTS and apply for sewer service to all properties within the District's service area that are connected to the District's Wastewater Collection System as follows:

- (a) Single-Family Residential: \$7.22 per HCF per month for each metered connection calculated at 93% RTS
- (b) Multi-Family Residential: \$7.22 per HCF per month for each metered connection calculated at 94% RTS
- (c) Sewer Service: \$7.22 per HCF per month for each metered connection calculated at 94% RTS
- (d) School: \$6.86 per HCF per month for each metered connection calculated at 100% RTS
- (e) Commercial I – Low: \$6.96 per HCF per month for each metered connection calculated at 100% RTS
- (f) Commercial III – High: \$8.69 per HCF per month for each metered connection calculated at 100% RTS

Section 4.5 *Sewer Connection Charges.*

- (a) Each residential/commercial unit served by a 4-inch (4") or smaller lateral connected directly to the District Wastewater Collection System shall be assessed a Sewer Connection fee of \$8,656.00.
- (b) It is the sole responsibility of the parcel owner to install and maintain the sewer lateral connecting the subject property to the District Wastewater Collection System.
- (c) *Connection Charge for Delayed Construction on Vacant Parcels.*

- (i) If a sewer connection charge has been paid for a vacant and unconnected parcel within the District within five (5) years of the date a request for a connection is received, the connection shall not be subject to an applicable sewer connection charge.
 - (ii) If a sewer connection charge has been paid for a vacant and unconnected parcel within the District more than five (5) but less than ten (10) years of the date a request for a connection is received, the connection shall be subject to payment of fifty percent (50%) of the applicable sewer connection charge.
 - (iii) If a sewer connection charge has been paid for a vacant and unconnected parcel within the District over ten (10) years of the date a request for a connection is received, the connection shall be subject to full payment of the applicable sewer connection charge.
- (d) *Connection Charges for Demolished and Replaced Structures.*
- (i) Any structure within the District that is constructed to replace a demolished structure shall not be subject to the applicable sewer connection charge if:
 - 1) The demolished structure was properly connected to the District's water service system as evidenced by past payment of an applicable connection charge; and
 - 2) The replacement structure is constructed within five (5) years from the date of demolition.
 - 3) The property owners bear the burden of proof.
 - (ii) If a replacement structure is constructed more than (5) years but less than ten (10) years after the date of demolition, the connection shall be subject to payment of fifty percent (50%) of the applicable connection charge.
 - (iii) If a replacement structure is constructed more than ten (10) years after the date of demolition, the connection shall be subject to full payment of the applicable connection charge.
- (e) *Incremental Sewer Connection Charge.* Notwithstanding any other part of this Article, if any replacement structure requires a larger sized water meter or sewer connection, the property owner shall pay the difference between the applicable connection charges. Water service charges, including water connection charges and meter modifications are provided in Article 3.
- (f) *Connection Charges for ADUs.*
- (i) Pursuant to Government Code Section 65852.2(f)(4), the District shall not assess a connection charge to connect an ADU that meets the description of Government Code Section 65852.2(e)(1)(A) to the District's Wastewater Collection System.
 - (ii) The District may assess connection charges to connect an ADU that does not meet the description of Government Code Section 65852.2(e)(1)(A) to the District's Wastewater Collection System.

- (g) *Will Serve Letters.* A “Sewer Will Serve Letter” or “Sewer Availability Letter” shall be issued for sewer service upon request, but all applicable connection charges shall be paid in full before the construction and installation of a District water meter or lateral connection to the District’s Waste Water Collection System.

Section 4.6 *Camera Sewer Lateral.*

- (a) In the event that a parcel owner seeks a reconnection to the District Wastewater Collection System, the parcel owner shall arrange and pay for a video inspection of the sewer lateral.
- (b) The video inspection shall occur with an authorized agent of the District or a copy of the video inspection shall be provided to the District in DVD or other digital video format.
- (c) Upon review of the video inspection, the District may require the repair or replacement of any portion of the lateral shown to have the potential for excessive velocities, failures, infiltration of water, roots, soil, or the introduction of anything other than waste water into the District Waste Water Collection System.

Section 4.7 *Adoption of Certain Articles and Chapters of the City of Port Hueneme Municipal Code.*

- (a) Pursuant to Government Code Section 61060, except those portions excluded under paragraph (b), the Board of Directors adopt by reference and make apart of these Rules and Regulations Article VII, Chapter 2 of the City of Port Hueneme Municipal Code provided that:
 - (i) References to administrative authorities therein be construed, whenever applicable based on the context, to refer to the District;
 - (ii) Reference to authorities therein designated to the Public Works Director be construed, whenever applicable based on the context, to refer to the General Manager;
 - (b) The following portions of Article VII, Chapter 2 of the City of Port Hueneme Municipal Code are specifically not part of the referenced adoption in paragraph (a), and shall not be deemed adopted by the District:
 - (i) Paragraph (2) of Section 7152G;
 - (ii) Paragraphs (2) & (3) of Section 7152H;
 - (iii) Section 7154D;
 - (iv) Section 7155;
 - (v) Sections 7156A – 7156L in their entirety;
 - (vi) Sections 7157B & 7157C;
 - (vii) Section 7159; and
 - (viii) Section 7160.

Article V. Refuse Collection Services

Section 5.1 *Definitions.* For purposes of this Article, the following definitions shall apply:

- (a) “Contractor” shall mean any person with whom the District may have a contract pursuant to Article VI for the collection and disposal of waste from any property within the District.
- (b) “Green Waste” shall mean tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, any type of non-chemically treated wood or lumber and similar materials.
- (c) “Independent Contractor” shall mean a person other than a “Contractor,” as herein defined, with whom an owner or occupant has a collection contract.
- (d) “Receptacle” shall mean a metal or plastic container for refuse, of substantial construction, with a tight-fitting lid, and provided with wheels or handles sufficient for safe and convenient handling for collection at curbside.
- (e) “Recyclable Materials” shall mean those materials designated by the District or the District’s refuse collection and disposal service Contractor which will be processed for marketing.
- (f) “Refuse Collection Service” shall mean the collection, transportation, and disposal, and all services ancillary to such collection, transportation, and disposal, of solid waste and recyclable materials by the District or the District’s Contractor within the District’s service area.
- (g) “Solid Waste” shall mean all putrescible and non-putrescible solids, semi-solids and liquid waste accumulated or delivered for collection and disposal within the District and includes, but are not limited to, construction, demolition, debris, and bulky waste.
- (i) “Solid Waste” does not include:
 - 1) Hazardous waste regulated under Health & Safety Code § 25100 et seq. and Chapter 10 of Title 22 of the California Code of Regulations; and
 - 2) Low level radioactive waste regulated under Health & Safety Code § 114960 et seq. and Subchapter 4, Chapter 4, of Title 17 of the California Code of Regulations; and
 - 3) Medical waste regulated under the Medical Waste Management Act, Health & Safety Code § 117600 et seq., provided that the medical waste, whether treated or untreated, is not disposed at a solid waste facility. Medical waste which has been treated and which is deemed to be solid waste shall be regulated pursuant to this Article; and
 - 4) Recyclable materials.
- (h) “Prohibited Materials” shall mean all the following:

- (i) Bricks, stones, concrete, cement, plaster, asphalt and other debris incident to construction or demolition;
- (ii) Hot ashes;
- (iii) Earth, sod, and sand other than minimal amounts accumulated in ordinary cleaning;
- (iv) Any toxic or hazardous materials, chemicals, or waste, including flammable or explosive substances such as drain oil and paints;
- (v) Any medicines, drugs, and/or pills, unless securely enclosed in containers which do not in any way indicate the nature of the contents;
- (vi) Appliances and furniture which are bulky or unusually heavy, such as, but not limited to, couches, refrigerators, water heaters, and/or similar items.
- (vii) Except where specified, such prohibited materials are specifically excluded from the definitions of “Garbage,” “Refuse,” and “Trash.”
 - (i) “Waste,” “Trash,” “Garbage,” or “Refuse” shall mean solid waste and recyclable material accumulations consisting of, but not limited to, garbage, household trash, vegetative waste, yard trash and business trash which are subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors, or which during or after decay, may serve as breeding or feeding material for insects or animals.

Section 5.2 *Intent.* Pursuant to the statutory authority provided in Government Code Sections 61060 & 61100(c) and Public Resources Code Section 40059, it is the declared intent of the District to provide for the collection and removal of trash, garbage, and refuse from real property within the District in accordance with the provisions of this Article and the terms and conditions of any contract entered into between the District and Contractor(s) pursuant to Article VI.

Section 5.3 *Exclusive Right to Regulate Refuse Collection.*

- (a) The collection, removal, and disposal of all refuse shall be performed by the District or its authorized Contractor, and no other person shall engage in the business of collection, removal and disposal of trash unless authorized to do so by the District.
- (b) The provisions of this section do not apply to any owner and/or occupant who has entered into a contract with an Independent Contractor to collect and dispose of refuse or prohibited materials from property for which such services are not provided by the District or its Contractor.
- (c) *Owners’ and Occupants’ Exemption.* The following shall be exempted from this provision: hauling of grass cuttings, prunings, manure or other refuse or rubbish not containing garbage, by gardeners or gardening services working on such property.

Section 5.4 *Supervision of Collection.*

- (a) The General Manager shall supervise the collection and removal of all garbage, refuse, waste, and trash within the District.
- (b) The Board of Directors may adopt by resolution and ordinance, adopt rules, regulations, terms and conditions for the administration, operation, and use and maintenance of facilities for or related to the collection, removal, and disposal of all garbage, refuse, waste, and trash within the District pursuant to Government Code Section 61060(b).

Section 5.5 *Unlawful Collection, Interference, or Deposit of Trash or Prohibited Materials on Streets.*

- (a) It shall be unlawful for any person to deposit, or cause or permit to be deposited, any trash or prohibited materials upon or in any public sidewalk, street, road, highway, court, or alley within the District, or upon any property owned or leased by the District, except in receptacles or areas specifically designated or provided for that purpose.
- (b) It shall be unlawful for any person other than an owner, occupant, District staff, or District's Contractor and Contractor's employees to:
 - (i) Interfere in any manner with any waste receptacle or the contents thereof, or place contents within or remove contents from any receptacle without consent of the owner or occupant;
 - (ii) Remove or disturb any solid waste, green waste, or recyclable materials, as defined herein, from the place where the same has been placed for collection;
 - (iii) Collect or haul away any solid waste, green waste, or recyclable materials, as defined herein, from the place where the same has been placed for collection;
 - (iv) Transport any solid waste, green waste, or recyclable materials, as defined herein, from the place where the same has been placed for collection.
- (c) It shall be unlawful for any person, other than the District or the District's Contractor, or an Independent Contractor as specified herein, or an owner or occupant as specified in Section 5.3(c), to remove or convey, or cause or permit to be removed or conveyed, any solid waste, green waste, or recyclable materials, as defined herein, upon any public sidewalk, street, road, highway, court, or alley within the District, or engage in the business of trash collection, removal and disposal within the District, including the collection and disposal of solid waste, green waste, or recyclable materials, as defined herein.
- (d) It shall be unlawful for any person, other than the District or the District's Contractor, or an Independent Contractor as specified herein, or an owner or occupant as specified in Section 5.3(c), to place, store, dispose, deposit, or cause or permit to be placed, stored, disposed, or deposited, any solid waste, green waste, or recyclable materials, as defined herein, upon any public sidewalk, street, road, highway, court, or alley within the District, or engage in the business of trash collection, removal and disposal within the District, including the collection and disposal of solid waste, green waste, or recyclable materials, as defined herein.

- (e) It shall be unlawful for any person to cause or permit the burning of refuse, garbage, trash, or waste of any kind.
- (f) A violation of this provision shall be a misdemeanor punishable by imprisonment in the county jail for not more than thirty (30) days, or by a fine of not more than five-hundred dollars (\$500.00), or by both such fine and imprisonment.
- (g) Where a District employee determines that a person is unlawfully collecting or interfering with the collection of solid waste or recyclables under these provisions, that employee may either notify the appropriate authorities or issue a warning to the offender on a form drafted and approved by the District. Such form shall notify the offender of the District's authority, the nature of the offense, and the possibility of future criminal prosecution.

Section 5.6 *Accumulation of Trash or Prohibited Materials on Property.*

- (a) Every owner or occupant of real property shall properly store accumulations of trash or prohibited materials such that they shall not be carried or deposited by the elements upon any public sidewalk, street, road, highway, court, alley, or public place within the District or upon the private property of another person.
- (b) No person shall deposit, store, or cause or permit to be deposited or stored, any trash or prohibited materials upon any property owned or occupied by such person so that such trash or prohibited materials constitute a "nuisance," as defined in these Rates or Regulations.
- (c) Every person owning or occupying property where there is any accumulation of garbage or refuse shall cause the same to be lawfully removed or disposed of at least once each calendar week.
- (d) No person owning or occupying property shall set out or cause to be set out for collection during any week garbage or refuse for collection other than garbage or refuse originating on that same property.
- (e) No person may discard prohibited materials through the weekly collection process described in this article. All persons in possession of such prohibited materials shall either lawfully dispose of such materials themselves or make arrangements with the District for the removal and disposal of such materials.

Section 5.7 *Solid Waste & Recycle Receptacles.*

- (a) *Registration.* All solid waste & recycle receptacles provided by the District or District's Contractor shall bear a registration number, be kept at their designated property address, and shall not be painted by the occupant.
- (b) *Single-Unit Residential Property.* Each single-unit residential property shall be provided with a solid waste, recycle, yard/organic waste receptacle(s), including lid, of a size and type approved by the District.
- (c) *Multi-Unit Residential, Commercial, and Public Entity Properties.*

- (i) Each multi-unit residential, commercial, and/or public entity property shall be provided with one (1) or more three cubic yard (3 yd³) bin(s), including lid, and suitable for locks, of a type approved by the District.
- (ii) At the District's discretion, commercial food service/restaurant establishments shall be liable for an additional surcharge for fly-tight lids for such bins.
- (d) *Construction Site Bins.* Upon the District's request, a construction site shall maintain at least one (1) or more three cubic yard (3 yd³) bin(s), including lid, of a type approved by the District. Construction bin service shall be determined by the District upon processing a "Will Serve" letter or meter service request, or upon the District's inspection of a construction site.
- (e) *Additional Receptacles.*
 - (i) Additional solid waste and/or recycle receptacles for a property are available upon request of either:
 - 1) The occupant or owner of the property; or
 - 2) The General Manager, upon evidence that the solid waste or recycle receptacle(s) placed on the property is generally insufficient to hold the accumulation of trash from the property, or that solid waste or recyclables needs to be collected more frequently.
 - (ii) If the General Manger makes the request for additional receptacles, the General Manager shall notify the property's occupant or owner in writing of the District's intentions. A written notice of the placement of additional receptacle (s) with a schedule of service rates to be paid for the additional receptacle (s) shall be sent to the property owner or occupant of record.
- (f) *Maintenance of Receptacles.* Owners and occupants shall keep receptacles in a clean and sanitary condition.
- (g) *Non-Permitted Receptacles.* Apart for the exception of District-approved receptacles for recyclables, no other trash containers or receptacles other than those specifically authorized herein may be used to deposit trash for collection by the District or the District's Contractor. Trash deposited in non-permitted receptacles (e.g., disposable plastic bags, refuse bundles, oil drums, wooden crates, waste baskets, cardboard boxes, and paper bags) shall not be collected.

Section 5.8 *Collection of Solid Waste and Recycling*

- (a) *Placement of Receptacles.* Owners or occupants must locate receptacles in a manner that fully complies with both District requirements and applicable Ventura County Housing Code provisions.
 - (i) No owner or occupant or any other person shall place or cause to be placed any trash container or receptacles on any public sidewalk, street, road, highway, court, alley, or public place within the District at any time other than on the days established for the collection of solid waste and recyclables.
 - (ii) Receptacles shall be placed for collection within two (2) feet of the curbside after 5 p.m. on the day immediately preceding a scheduled collection day.

- (iii) Receptacles shall be removed and returned after collection to an area within the property by 7 p.m., where such receptacles, if feasible, cannot be viewed from adjacent properties or from any street, road, or highway in front of or to the rear of said property.
- (iv) *Exceptions Due to Practical Difficulty.* The District may make exceptions where site conditions prevent an owner or occupant from complying with the above stated receptacle placement requirements. The District shall only grant exceptions where the owner or occupant:
 - 1) Demonstrates that there is no area on the site where the receptacles cannot be viewed from adjacent properties or from any street, road, or highway in front of or to the rear of said property; and
 - 2) Stipulates that receptacles shall be located in the most unobtrusive manner under the circumstances as determined by the District.
- (b) *Improper Storage.*
 - (i) The General Manager may impose a surcharge or fine on any owner, occupant, or person who violates the provisions of this section according to the following schedule:
 - 1) First Offense: \$25.00
 - 2) Second Offense: \$50.00
 - 3) Third Offense: \$75.00
 - 4) Each additional Offense: \$100.00
 - (ii) Prior to levying such surcharges, the District shall either personally deliver or send by first class mail at least (1) written notice to the owner or occupant warning of the potential surcharge in the event of future non-compliance
 - (c) *Walk-In Service.* Owners and occupants of residential property may request “walk-in” service from the District or the District’s Contractor at the rate specified by the District.
 - (d) *Limitations.* Each property shall be entitled to have collected and disposed of by the District or the District’s Contractor the amount of solid waste or recyclables equaling the volume of the receptacle(s) placed on the property, as provided in Section 5.8. Any solid waste or recyclables beyond this volume limitation shall not be part of the basic refuse collection service specified in this article and shall not be collected by the District or the District’s Contractor unless directed otherwise.
 - (e) *Holiday Collection.* There shall be no trash collection by the District or the District’s Contractor on the following holidays: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday unspecified herein during which the landfill customarily used by the District or the District’s Contractor is closed. If a weekly scheduled pick-up falls on any of these days, solid waste and recycling shall be placed for collection and picked up on the following business day.

Section 5.9 *Refuse Collection Rates.*

- (a) *Findings.* The Board of Directors finds that the service rates provided herein are for the purpose of:
 - (i) Meeting contractual operating expenses of the District's refuse collection services Contractor; and
 - (ii) Meeting the District's general and administrative expenses in the administration and enforcement of the District's refuse collection and disposal rules, regulations, and agreements.
- (b) *Effective Date.* The following rates shall become effective July 1, 2023 and shall be subject to periodic adjustment by the Board of Directors.
- (c) *Customer Liability.* Every owner and/or occupant of a property in receipt of a District-approved receptacle and/or bin shall be liable for the collection rates for refuse collection services established by this article as long as such service is immediately available to the owner and/or occupant at said property.
- (d) *Collection Rates.*
 - (i) *Single-Unit Residential and Commercial Standard Trash Collection.* Standard refuse service for single-unit residential and commercial properties includes a 64-gallon solid waste receptacle and a 64-gallon or 96-gallon recycle receptacle. Rates are as follows:
 - 1) Standard Service 64 gal. and one (1) collection per week: \$34.39/receptacle/month
 - 2) Standard Service 32 gal. and one (1) collection per week: \$30.88/receptacle/month
 - 3) Walk-In Service and one (1) collection per week: \$54.71/receptacle/month
 - 4) Walk-In Service and two (2) collections per week: \$109.42/receptacle/month
 - 5) Additional empties (barrels): \$12.07/receptacle
 - (ii) *Multi-Unit Residential Property and Commercial Properties with Bins.* Standard refuse service for multi-unit residential and commercial properties with bins includes a three cubic yard (3 yd³) bin. Rates are as follows:
 - 1) Standard Service and one (1) collection per week: \$191.89/bin/month
 - 2) Standard Service and two (2) collections per week: \$300.11/bin/month
 - 3) Standard Service and three (3) collections per week: \$380.16/bin/month
 - 4) Standard Service Organics 1.5 yd bin and one (1) collection per week: \$179.38/bin/month
 - 5) Standard Service Organics 32/64 gal and one (1) collection per week: \$58.94/receptacle/month
 - 6) One-time additional collections: \$80.86/bin/collection
 - 7) Locks for Commercial Bins: \$2.75

(iii) *Additional Receptacles*

- 1) 64 gallon Solid Waste: \$17.77/receptacle/month
- 2) 64 or 96 gallon Recycle: \$3.24/receptacle/month
- 3) Additional Solid Waste for Walk-In Service: \$26.98/receptacle/month
- 4) Additional Recycle for Walk-In Service: \$7.95/receptacle/month

(iv) *Temporary Bins*

- 1) 3-Cubic Yard Bin: \$115.75/bin (includes delivery, initial load, and removal)
- 2) Additional Bin Collections: \$115.75/bin
- 3) Daily Rental Fee: \$2.81/day after seven (7) days.

(e) *Construction Bin Services.* 20 or 40 Cubic Yard Construction Bin Service is available at rates and fees stipulated in the agreement for Refuse Collection Service between the District and the District's Contractor. Rates are subject to modification based on tipping, surcharge or other fee increases associated with the provision of service.

(f) *Special Service Collections.* The District or the District's Contractor shall provide special service collection for those discarded appliances and furniture items whose size, bulk, volume, and/or composition prevents the discarded items from fitting within the provided receptacle. These items include, but are not limited to: mattresses; chairs, couches; stoves; refrigerators; and water heaters.

(i) Special Service Collection shall be available at the request of an owner or occupant and subject to the District's approval.

(ii) Charges for Special Service Collection shall be as follows:

- 1) \$3.00 for each miscellaneous trash bag (33 gallons)
- 2) \$25.00 for each of the following items: televisions, mattress or box springs, couch/stuffed chairs, two burner stoves, washer/dryers
- 3) \$30.00 for each of the following items: four burner stoves, 50-60-gallon water heaters
- 4) \$30.00 for each dump truck or contractor load
- 5) \$35.00 for each of the following items: 80-100-gallon water heaters, sleeper couches
- 6) \$35.00 for each refrigerator (19 cubic ft or less)
- 7) \$40.00 for each refrigerator (more than 19 cubic ft.)

Section 5.10 *Surcharges.*

(a) *Excess Solid Waste Surcharge.* The General Manager may impose an excessive solid waste volume surcharge upon any owner or occupant who repeatedly sets out for pick-up a volume of solid waste in excess of the weekly limits. The amount of the surcharge shall be:

- (i) \$35.00 for each additional full solid waste receptacle or container utilized to pick up the excess solid waste; or
- (ii) A pro-rated amount depending upon the volume of excess solid waste.
- (b) *Failure to Recycling Surcharge.* The General Manager may impose a Failure to Recycle Surcharge upon any owner or occupant that causes solid waste, hazardous waste, e-waste, or other non-recyclable materials to be placed in recycle receptacles or who repeatedly causes recyclable materials to be placed in solid waste receptacles. The amount of the surcharge shall be \$25.00 for each failure to recycle.
- (c) Prior to levying such surcharges, the District shall either personally deliver or send by first class mail at least (1) written notice to the owner or occupant warning of the potential surcharge in the event of future non-compliance

Article VI. Contract for Refuse Collection Services

Section 6.1 *Definitions.*

- (a) “Contractor” shall mean any person with whom the District may have a contract pursuant to this article for the collection and disposal of waste from any property within the District.

Section 6.2 *Authority.* Pursuant to Government Code Section 61100(b) and Public Resources Code Section 40059, the District may enter into a contract with any person to provide trash collection and disposal services for real property within the District.

Section 6.3 *Award of Contract.*

- (a) All decisions regarding the procurement of contractor services shall be within the discretion of the Board of Directors.
- (b) The District shall review all applications and requests received from prospective contractors to supply refuse collection services to the District and provide its recommendation to the Board of Directors.
- (c) Thereafter, the Board of Directors shall hold a public hearing, at which the award or renewal of an existing contract or contracts shall be made.
- (d) This provision shall not be construed to require the District to solicit applications, proposals, or bids from prospective contractors.

Section 6.4 *Compensation.* The terms of compensation to Contractor shall be specified in the District’s refuse collection services agreement.

Section 6.5 *Insurance.*

- (a) No contract shall be awarded nor shall Contractor operate a refuse or garbage truck within the District’s service area until Contractor files with the District a valid, unexpired certificate of liability insurance, evidencing insurance coverage with the following minimum limits:
 - (i) Bodily Injury:
 - 1) \$3,000,000/person;

- 2) \$3,000,000/accident; and
 - 3) \$3,000,000/aggregate products
- (ii) Property Damage:
- 1) \$3,000,000/accident;
 - 2) \$3,000,000/aggregate operations;
 - 3) \$3,000,000/aggregate products; and
 - 4) \$3,000,000/aggregate contractual.
- (b) Contractor's insurance policy or policies shall be in a form and with a licensed insurance company authorized to do business within the State of California and approved by the District.
- (c) The insurance certificate shall provide that the insurance thereby evidenced shall not be cancelled, allowed to lapse or expire, or be reduced in amount during the term of any such refuse collection contract, unless the District is given at least a thirty (30) day notice, in writing, by the insurer prior to any such cancellation, lapse, expiration, or reduction in coverage.
- (d) A lapse of the minimum insurance required by this provision for any reason shall result in automatic termination of the District's agreement with Contractor.

Section 6.6 *Bonding*. Contractor shall be required to furnish a performance bond payable to the District in an amount sufficient to guarantee Contractor's performance. This bonding requirement shall be specified in the District's agreement with Contractor and shall be conditioned on the faithful performance of the duties imposed by this provision and the terms and agreements in the District's contract with Contractor.

Section 6.7 *Required Provisions*. The following performance specifications shall be included, at least by reference, in all refuse collection service contracts made by the District with a Contractor:

- (a) *Office*. Contractor shall maintain an office readily accessible to District officers and owners and/or occupants of property receiving refuse collection service within the District. The office shall remain open from 8 a.m. to 5 p.m., Monday through Friday, except on holidays.
- (b) *Emergency Number*. Contractor shall have a telephone number listed under its name in the local telephone directory. During non-office hours, as specified herein, Contractor shall be available through said telephone number to provide emergency services.
- (c) *Route Schedules*. Contractor shall file with the District a schedule and map showing its collection routes and the day or days on which each route is used. The collection schedule shall be subject to approval by the General Manager and shall be maintained unless a change therein is approved by the General Manager, in writing, not less than two (2) weeks prior to any and all changes.

Contractor shall provide notice of any such changes to each property in the affected route.

- (d) *Notice.*
 - (i) At Contractor's expense, Contractor shall distribute to all owners and occupants printed information and instructions relating to collection routes and schedules, handling requirements for types of refuse, service rates, District notices, and any other information relating to waste collection that the District may require from time to time.
 - (ii) In the event of route change(s) or change(s) in scheduled collection days, Contractor shall provide occupants with at least two (2) weeks written notice, sent by prepaid US Mail or by personal service, notifying each owner and/or occupant of all the following:
 - 1) the day(s) of the week on which waste shall be collected if the change alters the existing schedule;
 - 2) that the change has been approved by the General Manager;
 - 3) the day(s) of the week upon which future collections will be made;
 - 4) the name, address, and telephone number of Contractors; and
 - 5) any other additional information deemed necessary by the General Manager.
 - (iii) All notices shall be prepared by the District or approved in advance by the General Manager.
- (e) *Equipment Specifications.* Contractor's equipment shall meet the following specifications:
 - (i) All trucks used for refuse collection services shall be metal-lined and non-leaking and shall be securely covered and closed, except during loading and unloading, to limit odors and prevent flies and insects from entering such trucks to the furthest extent possible.
 - (ii) All trucks shall be cleansed daily and thoroughly disinfected at least once a week.
 - (iii) All trucks shall carry, at all times, at least:
 - 1) One (1) broom;
 - 2) One (1) shovel;
 - 3) One (1) five pound (5 lb.) dry chemical fire extinguisher classified ABC multi-purpose; and
 - 4) An approved compound required to absorb and clean any liquid spills.
 - (iv) All trucks shall have Contractor's firm or business name and telephone number painted in letters no less than three inches (3") in height on both sides of the truck.

- (v) All trucks shall at all times be kept in good and safe operating condition and meet all equipment and mechanical operating requirements of state law, including, but not limited to, all requirements of the California Vehicle Code and the California Code of Regulations, as those requirements may apply to each truck.
- (vi) All trucks shall be subject to inspection at any time by the General Manager to ensure compliance with these requirements.
- (f) *Receptacles and Bins.* Contractor shall provide receptacles and/or bins in the following manner:
 - (i) Contractor shall assign each receptacle and/or bin a registration number.
 - (ii) Contractor shall provide each residential property at least one (1) solid waste receptacle and one (1) recycle receptacle, (1) yard/organic waste receptacle, including lid, of a size and type approved by the District.
 - (iii) Contractor shall provide each multi-unit residential, commercial, and/or public entity property at least one (1) or more three-cubic yard (3 yd³) trash bin(s), including lid, and suitable locks, of a type approved by the District.
 - (iv) Contractor shall provide construction sites with bins, as necessary, of a type approved by the District.
 - (v) Contractor shall provide additional solid waste and/or recycle receptacles and/or bins upon the request of:
 - 1) the District; or
 - 2) an owner and/or occupant, as communicated by the District.
- (g) *Collection.* Contractor shall adhere to the following:
 - (i) Contractor shall faithfully and regularly collect and remove all garbage and refuse properly left for collection by property owners and/occupants within the District in a prompt, thorough, and workmanlike manner.
 - (ii) Collection of waste within the District shall be confined to Monday through Friday between the hours of 7 a.m. and 6 p.m. Contractor may make collections on Saturdays if a holiday occurs within the preceding six (6) days.
 - 1) The General Manager may authorize collection of waste on such days and during such hours as the General Manager deems appropriate if, in the judgment of the General Manager, conditions warrant a temporary departure from the days and hours of collection.
 - (iii) To the extent feasible, collection on each route shall commence at the same point, at the same time, and follow the same route each time collections are made.
 - (iv) Contractor shall immediately pick up and remove any and all trash or any other material which spilled or dropped on public or private property during collection, transportation, or disposal of waste.

- 1) Any expense incurred by the District in the pick-up, removal, or disposal of any spilled or dropped waste or any other materials shall be immediately paid by Contractor upon presentation of a written statement by the District of the District's expenses incurred, or in the alternative may be offset against the amount owed to Contractor in Contractor's proceeding billing cycle.
- (v) After collecting waste from receptacles and/or bins, Contractor shall return the receptacle and/or bin in an upright position where it was collected.
 - (vi) Contractor shall not place any receptacle and/or bin in the roadway portion of any street, nor on any public sidewalk to block the use of the sidewalk to pedestrians, or on private property other than that of the owner or occupant.
 - (vii) Contractor shall not throw receptacles from its trucks to the ground, nor cause other unnecessary noise during the collection process.
 - (viii) Should any trash not be collected by Contractor from a property on a regular collection day, Contractor shall attach a tag not less than three inches by five inches (3" x 5") in size to the property's receptacle(s) and shall state thereon the reasons for its refusal to collect such waste.
 - 1) After each day's collection, Contractor shall immediately advise the District, in writing, of all such notices given by Contractor.
 - (ix) Contractor shall immediately notify the General Manager of any incident involving damage or potential damage to any person or property within the District caused or permitted by or involving Contractor. Contractor shall follow such notice by submitting a written report to the District of any such incident within five (5) days of the incident.
 - (x) Contractor shall report to the District in a timely manner any property or owner or occupant that routinely overfills their waste receptacle(s).
 - (h) *Special Service Collections.* Contractor shall provide special service collection as provided in Section 5.10(e) of these Rates and Regulations at Contractor's sole expense.
 - (i) *Complaints.*
 - (i) Contractor shall maintain a written record of all complaints received regarding Contractor's services, receptacles, bins, or any aspect of Contractor's performance, including the following:
 - 1) the name and address of the complaining party;
 - 2) a description of the complaint;
 - 3) the time the complaint was received;
 - 4) the action taken in response to the complaint; and
 - 5) the time the responsive action was taken.

- (ii) The record shall be kept at Contractor's office and shall be available for inspection or duplication at all reasonable times by the General Manager or Board of Directors.
- (iii) Should any owner or occupant report to the General Manager that a complaint has not been resolved to the complaining party's satisfaction, the General Manager may require the Contractor to present a detailed report outlining the nature of the complaint and the proposed remedies or actions taken to resolve said complaint.
- (iv) If the General Manager determines that the Contractor's proposed remedies and/or actions taken to resolve the complaint are insufficient to adequately resolve the complaint, the General Manger may require Contractor to carry out an alternative remedy that the General Manager reasonably believes will resolve the complaint.
- (v) Any such remedies shall be performed by Contractor at no expense to the District unless otherwise specified by the General Manager.
- (j) *Permits.*
 - (i) Contractor shall obtain and maintain in full force and affect all permits and licenses required according to local, state, and/or federal law or any other governmental agency with jurisdiction over waste collection and disposal services described herein.
 - (ii) Contractor shall immediately notify the District, in writing, of any proceeding or action to revoke, suspend, or materially affect Contractor's permits or licenses.
 - (k) *Compliance with Laws and Regulations.* Contractor shall comply with all local, state, and federal laws, regulations, and ordinances pertaining to Contractor's waste collection and disposal operation.
 - (l) *Reports and Financial Information.* Contractor shall provide the District such financial information concerning Contractor, and such periodic reports on its current collection services within District, as required by the refuse collection services agreement between the District and Contractor.

Section 6.8 *Assignment or Transfer.* No Contractor shall assign or transfer its rights within its contract with the District to any other person without the written consent of the General Manager.

Section 6.9 *Termination.* In the event a Contractor violates any of the specific terms, conditions, and/or requirements of its agreement with the District, or in violation of these Rules and Regulations, or any other local, state, or federal law, rule, or regulation, either now in effect or hereafter enacted relating to the collection, disposal, or transportation of waste, the District may be terminate its refuse collection contract with Contractor.

Section 6.10 *Reservation of Rights.* Nothing in these Rules and Regulations shall be interpreted as limiting the retained rights and powers of the District regarding regulating or providing waste collection and disposal service within the District's service area pursuant to Government Code Sections 61060 and 61100 and Public Resources Code

Section 40059. Each Contractor is put on notice and agrees by its execution of an agreement with the District that among the various rights and powers of the District, which the District reserves and may exercise, and which are not diminished or waived by the issuance of a collection contractor, is the District's right and power to:

- (a) Repeal or amend the whole or any provision of these Rates and Regulations;
- (b) Exclusively undertake all waste collection and disposal services within the District;
- (c) To grant and contract with one or more persons for waste and disposal services within the District;
- (d) Require Contractor(s) to deposit refuse located within the District at a legal disposal site specified by the District and located outside District boundaries;
- (e) Require Contractor(s) to collect and dispose of waste collected within the District in a manner or according to methods prescribed by the District; and/or
- (f) Establish specific routes within the District for Contractor(s) and to limit Contractor's operations within the District to such routes.

Article VII. Abatement of Nuisances

Section 7.1 *Authority.* Pursuant to Government Code Section 61100, the District may exercise the power of a fire protection district to abate public nuisances.

Section 7.2 *Nuisances.* The accumulation on property of trash or prohibited materials, including but not limited to weeds, rubbish, brush, any grass, hay, straw, vines, stubble, construction materials or debris, litter, hazardous materials, waste petroleum, or any flammable or combustible materials, such that the accumulation represents a threat to the public health or safety, shall be deemed a public nuisance and may be abated by the District pursuant to Health and Safety Code Section 13879.

Section 7.3 *Procedure.* Any abatement efforts by the District shall be carried on pursuant to the procedures set forth in Health and Safety Code Section 14875 et seq.

Section 7.4 *Notice.* If the General Manager determines that a public nuisance exists as defined in Section 6.2, the General Manager shall notify the occupant and/or the owner of the affected property, if different from the occupant, of the existence of the nuisance.

Section 7.5 *Opportunity to Cure.* The District shall provide the parties an opportunity to abate or cause the nuisance to be abated within legal means as provided in this article within ten (10) calendar days after receipt of such notice from the General Manager. If the occupant or owner of the affected property does not abate or cause the nuisance to be abated within said ten (10)-day period, then the District shall follow the abatement procedures specified in Health amid Safety Code Section 14875 et seq.

Section 7.6 *Costs of Abatement.* The expenses of abatement shall be borne by the owners of the property on which the accumulation of materials constituting a nuisance has occurred, in accordance with Health amid Safety Code Section 14875 et seq.

Section 7.7 *Abandoned Vehicles.*

- (a) Inoperative, unlicensed, or unregistered vehicles which are considered abandoned vehicles pursuant to the County Abandoned Vehicle Abatement Ordinance shall not be permitted on any vacant property within the District and any accumulation of a vehicle or vehicles on any vacant property shall be deemed a public nuisance.
- (b) The General Manager shall document the make; model, color, license number and vehicle identification number of the abandoned vehicle and report same to the County of Ventura for removal.