

ORDINANCE NO. 92

AN ORDINANCE OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT ESTABLISHING RATES, FEES AND REGULATIONS RELATING TO SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND THE ABATEMENT OF NUISANCES

WHEREAS, the Channel Islands Beach Community Services District (hereinafter "District") is empowered to provide a number of public services in accordance with provisions of **California Government Code Section 61000, et seq** and

WHEREAS, Government Code Section 61600 enumerates the powers that the District may exercise, among them the following: (1) to supply the inhabitants of the district with water for domestic use, irrigation, sanitation, industrial use, fire protection and recreation, (2) to collect, treat or dispose of sewage (wastewater), waste and storm water of the district and its inhabitants, and (3) to collect or dispose of garbage and refuse matter; and

WHEREAS, Government Code Section 61621 provides that the District may prescribe, revise and collect rates or other charges for services and facilities provided by it, such as the above-referenced supply of water sewage and garbage collection and disposal services; and

WHEREAS, the District requires all properties within the District's service area desiring any one of the above utility services to obtain all services, as evidenced by the connection of the property to the District's water mains via appropriately sized, metered, service lateral connections and to any appropriate sewer connections; and

WHEREAS, the District has established procedures for the collection of appropriate service charges for the above-referenced services by the number of ordinances and utility billing policies now in effect; and

WHEREAS, the District's Board of Directors conducted a duly noticed public hearing on the Recommended Fiscal Year 2019/20 Annual Budget during their June 11, 2019 Meeting, concluding in the adoption of the Fiscal Year 2019-20 Annual Budget during the June 11, 2019 Meeting; and

WHEREAS, the adoption of a Final Fiscal Year 2019-20 Annual Budget for the District requires periodic adjustments to existing water, wastewater and/or trash utility rates and fees to balance revenue projections with expenditure requirements; and

WHEREAS, the District has provided written notice pursuant to California Proposition 218 to all property owners in the District's area regarding the proposed adjustment to the water, wastewater, and trash utility rates and fees, and held and conducted a public hearing regarding the proposed adjustment on August 9, 2016.

The Board of Directors of the Channel Islands Beach Community Services District does ordain as follows:

Section 1. Definitions.

Unless the context otherwise requires, the following definitions shall govern the construction of this chapter.

A. "District" means the Channel Islands Beach Community Services District and all territory now or hereafter included within the boundaries of District.

B. "Contractor" means any person with whom District may have a contract pursuant to this ordinance for the collection and disposal of trash from any property within District.

C. "Employee" means all persons engaged in the operation or conduct of any garbage, trash or refuse contractor business as defined in subsection B, whether as owner, partner, agent or manager, and any and all other persons employed or working in the business.

D. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees, any type of non-chemically treated wood or lumber and similar materials

E. "Recyclable Material(s)" means those materials designated by the Contractor and the District which will be processed for marketing.

F. "Solid Waste" means 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. Solid Waste does not include:

1. Hazardous waste or low level radioactive waste regulated under Chapter 7.6 of Division 20 of the Health and Safety Code.

2. Medical waste which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 of the Health and Safety Code), provided that the medical waste, whether treated or untreated, is not disposed of 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 division.

3. Recyclable materials.

G. "Prohibited Materials" includes bricks, stones, concrete, cement, plaster, asphalt and debris incident to construction or demolition; hot ashes; earth, sod and sand other than the minimal amounts accumulated in ordinary cleaning; any toxic or hazardous materials, chemicals or waste, including flammable or explosive substances such as drain oil and paints; medicines, drugs and pills, unless securely enclosed in containers which do not in any way indicate the nature of the contents; and appliances and furniture which are bulky or unusually heavy, such as couches, refrigerators, water heaters and similar items. Other than as specified in Sections 8 and 30 relating to nuisances, "Prohibited Materials" are specifically excluded from the definitions of "Garbage," 'Refuse' and "Trash' herein.

H. "Real Property," "Property" or "Properties" means all real property in District, residential, commercial or otherwise, vacant or otherwise, upon which trash, garbage, or refuse is produced or accumulates.

I. "Residential Property" means real property used for residential purposes, containing no more than one (1) residential dwelling unit. "Residential Property" is real property containing a single-family dwelling.

J. A "Residential Dwelling Unit" means 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.

K. "Multi-Unit Residential Property" means real property used for residential purposes, containing two (2) or more residential dwelling units. "Multi—Unit Residential Property" includes a duplex with two (2) dwelling units, a triplex with three (3) dwelling units, and an apartment complex or other multi-tenant building containing four (4) or more dwelling units.

L. "Commercial Property" shall include real property being used for commercial purposes, including offices, restaurants and hotels or motels.

M. "Public Entity Property" means those properties owned or occupied by public entities, including: (1) the Hueneme School District (Hollywood Beach School); and (2) the County of Ventura.

N. "Construction Site" means real property undergoing construction or substantial repairs and/or reconstruction.

O. "Person" means an individual, partnership, corporation or any commercial association or venture, however defined.

P. "Occupant" means every resident or possessor of improved real property within the District, residential or commercial.

Q. "Owner" means a person holding title to real property within District.

R. "Manager" shall mean the General Manager of this District. The Manager may delegate his or her responsibilities under this ordinance to other District employees.

S. "Street" means any public or private street or way.

T. "Truck" means any truck, trailer, semi-trailer, conveyance or vehicle to collect, hold or transport trash, garbage, or refuse upon and along the streets, roads and highways of District.

U. "Independent Contractor" means a person other than Contractor with whom an owner or occupant has a collection contract.

V. "Board of Directors" means the Board of Directors of the Channel Islands Beach Community Services District.

Section 2. Intent.

Pursuant to the statutory authority enumerated in California Government Code Section 61 600 and Public Resources Code Section 40059, it is the declared intent of 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 ordinance, any rules and regulations of District adopted pursuant to this ordinance, and the terms and conditions of any contract between District and Contractor(s) pursuant to this ordinance.

Section 3. Exclusive Right of District to Regulate Trash Collection and Disposal.

The collection, removal and disposal of all trash shall be performed by 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 District. The provisions of this section shall not apply to any owner or occupant hiring an independent contractor to collect and dispose of refuse or prohibited materials from property for which such services are not provided by District or its Contractor, nor shall these provisions apply to the exemption specified in Section 6 herein.

Section 4. Supervision of Collection

A. The Manager shall supervise the collection and removal of garbage, refuse, waste and trash within District.

B. The Board of Directors of District may by resolution adopt rules,

regulations, terms and conditions governing the collection, removal and disposal of garbage and refuse, which are not inconsistent with the provisions of this ordinance.

Section 5. Eligibility for Service.

All real property within District shall be eligible to receive trash collection and disposal services by District's Contractor. All real property so served must be on the current property tax roll for the County of Ventura, with all taxes paid and current. Provision of services is subject to proof of legal occupancy and compliance with all terms and conditions of this ordinance, including timely payment of all service rates and charges.

Section 6. Owners' and Occupants' Exemption.

Owners' and Occupants' removal and conveyance of an occasional load of refuse or prohibited materials, not containing garbage, from their own property to a legal point of disposal, shall be exempted from the provisions of this ordinance. Additional exemptions shall be the hauling of grass cuttings, pruning's, manure or other refuse or rubbish not containing garbage, by gardeners or gardening services working on such property.

Section 7. Deposit of Trash or Prohibited Materials on Streets.

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 District, or upon any property owned or leased by District, except in receptacles or areas specifically designated or provided for that purpose. 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.

Section 8. Accumulation of Trash or Prohibited Materials on Property.

Every owner or occupant of real property shall properly store accumulations of trash or prohibited materials such that they will not be carried or deposited by the elements upon any street, sidewalk or public place or upon the private property of another person. 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" pursuant to Section 30 herein. 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. 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. No person may discard prohibited materials through the weekly collection process described herein. All persons in possession of such prohibited materials shall either lawfully dispose of such materials themselves or make arrangements with District for the

removal and disposal of such materials.

Section 9. Solid Waste & Recycle Containers.

A. **Registration.** All solid waste & recycle containers provided by Contractor shall bear a registration number, be kept at their designated property address, and shall not be painted by the occupant. All solid waste & recycle containers furnished by Contractor shall remain the property of Contractor and shall be replaced at Contractor's expense when deemed necessary by the District.

B. **Residential Property.** Contractor shall provide each residential property with a solid waste & recycle container(s), including lid, of a size and type approved by District.

C. **Multi-Unit Residential, Commercial and Public Entity Properties.** As directed by the District, Contractor shall provide each multi-unit residential, commercial and public entity property with one (1) or more, three (3)-cubic yard trash bin(s), including lid, and suitable for locks, of a type approved by District. At the District's discretion, commercial food service/restaurant establishments shall be liable for an additional surcharge for fly-tight lids for such trash bins.

D. **Construction Site Bins.** Upon the District's request, Contractor shall provide a construction site with one (1) or more three (3)-cubic yard trash bin(s), including lid, of a type approved by District. Construction bin service shall be determined by the District upon processing of a "will-serve" letter or meter service request, or upon District's inspection of a construction site. Construction site bin collection and removal services shall be provided by District's Contractor, unless otherwise approved by the Manager.

E. **Additional Trash Containers.** Additional solid waste & recycle container(s) shall be supplied by the Contractor to, or an increased frequency of pick-ups of solid waste & recycle shall be made from, any of the properties described in this section upon the request of either: (1) the occupant or owner of the property, communicated to District; or (2) the Manager, upon recent evidence that the solid waste or recycle container(s) placed on the property is generally insufficient to hold the accumulation of trash from the property, or that solid waste or recyclables need to be collected more frequently. Prior to ordering either increased pick-up service or the placement of additional container(s) on a property, the Manager shall notify in writing the property's occupant or owner of the Manager's intentions and seek comments. Written notice of the placement of additional container(s) or increased pick-up, together with a schedule of the service rates to be paid for the additional container(s) or increased frequency of pick-ups, shall be sent to the property occupant or owner.

F. **Excess Solid Waste Surcharges.** The Manager, in his discretion, 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 as specified in Section 11. The amount of surcharge shall be \$35.00 for each additional

full solid waste container utilized to pick up excess solid waste, or a pro-rated amount depending upon the volume of excess solid waste. For example, use of an additional half-container for excess solid waste shall result in a \$17.50 surcharge. Prior to levying such surcharges, the District shall either personally deliver or mail at least (1) written notice, by regular first-class mail, to the owner or occupant, warning them of the levying of such a surcharge or fine in the event of future non-compliance.

G. **Recycling Surcharges.** The Manager, in his discretion, may impose a Failure to Recycle Surcharge upon any owner or occupant who causes solid waste, hazardous, e-waste or other non-recyclable materials to be placed in recycle containers. The same surcharge may be imposed on any owner or occupant who repeatedly causes recyclable materials to be placed in the solid waste containers. The amount of the surcharge shall be \$25.00 for each recycle container contaminated with solid waste, hazardous waste, e-waste or other non-recyclable materials.

Section 10. Non-Permitted Solid Waste or Recycle Containers;

Apart from the exception of District-approved containers for recyclables, no other trash containers or receptacles other than those specifically authorized herein may be used to deposit trash for collection by Contractor. Trash deposited in these receptacles, e.g., disposable plastic bags, refuse bundles, oil drums, wooden crates, waste baskets, cardboard boxes and paper bags, will not be collected by Contractor.

Section 11. Limitations on Amount of Solid Waste.

Each property shall be entitled to have collected and disposed of by Contractor the amount of solid waste equaling the volume of the trash container(s) placed on the property pursuant to Section 9. Trash more than this volume limitation shall not be part of the basic collection service specified herein and shall not be picked up by Contractor unless directed by the District.

Section 12. Holiday Collection.

There will be no trash collection by Contractor on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, amid any other holiday unspecified herein during which the landfill customarily used by Contractor is closed. Contractor shall be responsible for notifying District and owners and occupants of any unspecified holidays at least two (2) weeks in advance, in accordance with Section 23 herein. If a -weekly pick-up day falls on any of these days, trash for that week shall be placed for disposal and picked up on the day following the day trash is normally collected.

Section 13. Placement of Trash Containers.

A. No owner or occupant or any other person shall place or cause to be placed any trash containers on any sidewalk, street, road or highway within District at any time other than on the days established for the collection of trash on the route, or

before 5 p.m. on the days immediately prior to such collection, or permit such containers to remain there after 7 p.m. on the day of collection. Any trash containers placed for collection shall be placed within two (2') of the curbside. Subject to Section 13, Subsection C, after collection of trash, the trash containers shall be removed and returned to an area within the property where such containers cannot be viewed from adjacent properties or from any street, road or highway in front of or to the rear of said property. Pursuant to Subsection E of this Section, the Manager in his discretion may impose a surcharge or fine on any owner, occupant or person who violates the provisions of this section.

B. Owners and occupants of 'Residential Property' as defined herein may at their discretion request 'walk-in' service from Contractor at the service rate specified by District in Section 25 herein.

C. The District may make exceptions where site conditions prevent an owner or occupant from complying with the above trash container placement requirements. The District will only grant exceptions where the owner or occupant (1) Demonstrates that there is no area on the site where trash containers 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 trash containers will be located in most unobtrusive manner under the circumstances as determined by the District. Pursuant to Subsection E of this Section, the Manager in his discretion may impose a surcharge or fine on any owner, occupant or person who has been granted an exception under this subsection and fails to locate trash containers in the manner so stipulated.

Owners or occupants must locate trash containers in a manner that fully complies with both District requirements and applicable Ventura County Housing Code provisions. The Manager in his discretion may impose a surcharge or fine on any homeowner who repeatedly violates the provisions of this Section according to the following schedule:

First Offense	\$25.00
Second Offense	\$50.00
Third Offense	\$75.00
Each Add'l Offense	\$100.00

Prior to levying such surcharges, the District shall either personally deliver or mail at least (1) written notice, by regular first-class mail, to the owner or occupant, warning them of the levying of such a surcharge or fine in the event of future non-compliance.

Section 14. Unlawful Collection or Interference.

A. It shall be unlawful for any person other than an owner, occupant, Contractor or Contractor's employee's to:

(1) Interfere in any manner with any trash container or the contents thereof, or to place contents within or remove contents from any container without consent of the owner or occupant;

(2) 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;

(3) 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;

(4) Transport any "solid waste", "green waste", or "recyclable materials" as defined herein from the place where the same has been placed for collection.

B. It shall be unlawful for any person, other than Contractor, or an independent contractor as specified herein, or an owner or occupant as specified in Section 6 herein, to remove or convey, or cause or permit to be removed or conveyed, any "solid waste", "recyclable materials", or "green waste" as defined herein upon or along any public sidewalk, highway, street, boulevard, court, way 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", "recyclable materials", or "green waste" as defined herein.

C. It shall be unlawful for any person, other than Contractor, or an independent contractor as specified herein, or an owner or occupant as specified in Section 6 herein, to place, store, dispose, or deposit, or cause or permit to be placed, stored, disposed, or deposited, any "solid waste", "recyclable materials", or "green waste" as defined herein upon or along any public sidewalk, highway, street, boulevard, court, way 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", "recyclable materials", or "green waste" as defined herein.

D. A violation of these provisions shall be a misdemeanor punishable by imprisonment in the county jail for no 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.

E. 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 will clearly notify the offender of the District's authority, the nature of the offense, and the possibility of future criminal action.

Section 15. Receptacles to be Kept Clean.

Owners and occupants shall keep trash containers in a clean and sanitary condition.

Section 16. No Burning.

No person shall cause or permit the burning of refuse, garbage, trash or waste.

Section 17. Agreement Between District and Contractor.

Pursuant to California Public Resources Code Section 40059, District may enter into a contract with any person to provide trash collection and disposal services for real property within District in accordance with the provisions of this ordinance. Such contract may be terminated by District in the event of Contractor's noncompliance with the terms of this ordinance, rules and regulations adopted hereunder, or the contract.

Section 18. Contracts and Length of Term.

The actual number of trash collection contracts to be issued and outstanding at any time shall be in the sound legislative discretion of the Board of Directors of District, based upon the Board of Directors' assessment of District's needs and the public interest, safety, health and general welfare. The duration of any collection contract awarded by District shall not be longer than five years 62 months. District by contract may limit the area or customers within District which may be served by any Contractor. District may condition issuance of a Contractor's agreement or renewal of such agreement upon any terms, as it may deem desirable or necessary to protect the public interest.

Section 19. Public Hearing on Award or Renewal of Contract.

In awarding or renewing any agreement with a contractor, District shall review all applications and requests received from prospective contractors to supply trash collection service to District and the Board of Directors shall thereafter hold a public hearing at which the award, or renewal of an existing contract or contracts, shall be made. These provisions shall not be construed to require District to solicit applications, proposals, or bids from prospective contractors; all decisions regarding the procurement of contractor services shall be within the discretion of the Board of Directors.

Section 20. Conditions to be Included in Agreement with Contractor.

The following performance specifications to be followed by Contractor(s) shall be included, at least by reference, in agreements made by District with a contractor:

A. Office and Emergency Number. Contractor shall maintain an office readily accessible to owners and occupants and officials of District. The office shall remain open from 8 a.m. to 5 p.m. Monday through Friday, except on holidays. 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.

B. Route Schedules. Contractor shall file with 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 Manager and shall be maintained unless a change therein is approved in writing by the Manager not less than two (2) weeks prior to changes going into effect and public notice is given as provided in Section 23.

C. Equipment Specifications.

(1) Contractor shall provide metal-lined non-leaking trucks to be used in the collection, transportation and hauling of garbage or refuse, which trucks shall be securely covered and closed except during loading and unloading to limit odors and prevent flies and any insects from entering such trucks so far as practicable. Every such truck shall be cleansed daily and thoroughly disinfected at least once each week. Every such truck shall be loaded and driven to preclude the escape of any of its contents.

(2) Contractor's trucks shall carry, at all times, a broom and a shovel to be used for the immediate removal of any spilled material; one (1), five (5)-pound dry chemical fire extinguisher classified ABC multi-purpose; and an approved compound required to absorb and clean any liquid spills.

(3) Contractor's trucks shall have their firm or business name and telephone number painted in letters no less than three inches (3') in height on both sides of the truck.

(4) Contractor's trucks shall at all times be kept in a good and safe operating condition amid 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 such truck. All trucks are subject to inspection at any time by the Manager to ensure compliance with these requirements.

D. Collection of Trash.

(1) Contractor shall faithfully and regularly collect and remove all garbage and refuse properly left for collection by property owners or occupants in a prompt, thorough and workmanlike manner. After collecting trash from containers, Contractor shall return the container in an upright position where it was found. Contractor shall not place any container 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. Contractor shall not throw containers from its truck to the ground, nor cause other unnecessary noise during the collection process.

(2) Unless determined otherwise by the District, collection of trash by Contractor within 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.

(3) If, in the judgment of the Manager, conditions warrant a temporary departure from the days amid hours of collection as determined by District, the Manager may authorize collection of trash on such days and during such hours as the Manager deems appropriate.

(4) To the extent reasonably possible, collection on each route shall commence at the same point, at the same time and follow the same route each time collections are made.

(5) Should any trash not be collected by Contractor from a property on a regular day of collection, Contractor shall attach a tag not less than three inches (3") by five inches (5') in size to the collection container amid shall state thereon the reason for its refusal to collect such trash. Contractor shall after each day's collections immediately advise District, in writing, of all such notices given by Contractor. Any routine overfilling of trash containers by an owner or occupant shall be reported to the District in a timely manner.

(6) Contractor shall immediately pick up and remove all trash or any other materials which have spilled or dropped on public or private property during its collection, transportation or disposal of trash. Any expense incurred by District in the pick-up, removal or disposal of any such spilled or dropped trash or any other materials shall be immediately paid by Contractor to District upon presentation by District to Contractor of a written statement of the expenses incurred in such clean up, or alternatively may be offset against the amount owed to Contractor by District in Contractor's next billing cycle.

(7) Contractor shall immediately notify the Manager, with submission of a written report following to the Manager within five (5) days thereafter, of any incident involving damage or potential damage to any person or property within District involving Contractor.

E. Complaints.

Contractors shall maintain a written record of all complaints received regarding Contractor's services, trash containers, or any aspect of Contractor's performance, including the name and address of the complaining party, a description of the complaint, the time the complaint was received, the action taken in response to the complaint amid the time the responsive action was taken. The record should be kept at Contractor's office and shall be available for inspection or duplication at all reasonable times by the District's representatives. Should any owner or occupant report to the Manager that a complaint has not been resolved to the complaining party's satisfaction, the Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or actions taken to resolve said complaint. If it is the opinion of the Manager that Contractor's remedies proposed amid actions taken are insufficient to

adequately resolve said complaint; the Manager may require Contractor to carry out an alternative remedy process intended to resolve the complaint. Said remedies shall be carried out at no cost whatever to District unless otherwise specified by the Manager.

F. Permits.

Contractor shall obtain and maintain in full force and affect all permits and licenses required by local, state or federal governmental agencies exercising jurisdiction over the trash collection and disposal services described herein. Contractor shall immediately notify District, in writing, of any proceeding or action to revoke or suspend, or which affects Contractor's permits or licenses. Contractor shall comply with all local, state and federal laws, regulations and ordinances pertaining to Contractor's trash collection and disposal operation.

G. Reports and Financial Information.

Contractor shall provide District such financial information concerning Contractor, and such periodic reports on its current collection services within District, as required by the trash collection services agreement between District and Contractor.

H. "Special Service" Collections.

Contractor shall provide special service collection for those discarded appliances and furniture items whose size, bulk, volume and/or composition places them outside of the typical trash collection and disposal process. These items shall include, for example, mattresses, chairs, couches, stoves, refrigerators and water heaters. Such collection service shall be available at the request of an owner or occupant and subject to District's approval. Charges for such service and collection of the charges shall be as follows:

Televisions	\$22.40each
Mattress or Box Springs	\$22.40each
(King-Sized) Mattress or Box Springs	\$22.40 each
Couch/Stuffed Chair	\$22.40 each
Stove (two burner)	\$22.40 each
Stove (four burner)	\$25.50 each
Water Heater (50-60 Gal)	\$25.50 each
Water Heater (80-100 Gal)	\$33.60 each
Sleeper Couch	\$33.60 each
Washer or Dryer	\$22.40 each
Miscellaneous trash bags (33 Gal)	\$2.00 each
Self-Haul Concrete (miscellaneous)	\$5.00 min
Full pickup truck load	\$15.00 each
Commercial bed design load	\$20.00 each
Dump truck or contractor load	\$30.00 each
Refrigerator (below 19cubic ft.)	\$35.00 each
Refrigerator (over 19 cubic ft.)	\$40.00 each

B. Contractor agrees to provide special services as defined in the Agreement for Service between CIBCSD and EJ Harrison and Sons at the contractor's sole expense.

Section 21. Insurance.

A. No contract shall be awarded nor shall Contractor operate a refuse or garbage truck within District until Contractor files with the District a valid, unexpired certificate of liability insurance, evidencing insurance coverage with the following minimum limits:

Bodily Injury:

\$3,000,000 each person

\$3,000,000 each accident

\$3,000,000 aggregate products

Property Damage:

\$3,000,000 each accident

\$3,000,000 aggregate operations

\$3,000,000 aggregate products

\$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 acceptable to District. The insurance certificate shall provide that the insurance thereby evidenced shall not be canceled, allowed to lapse or expire, or reduced in amount during the term of any such 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 or expiration or reduction in coverage. A lapse of the minimum insurance required by this provision for any reason shall result in automatic termination of District's agreement with Contractor.

Section 22. Bonding Requirement.

Contractor shall be required to furnish a performance bond payable to District in an amount sufficient to guarantee Contractor's performance as specified in District's agreement with Contractor. The performance bond shall be conditioned on the faithful performance of the duties imposed by this ordinance amid by the terms of District's agreement with Contractor.

Section 23. Information to Residents.

Contractor at its expense shall distribute to all owners and occupants printed information amid instructions relating to collection routes and schedules, handling requirements for types of refuse, service rates, District notices and any other information relating to trash collection that District may require from time to time. In the event of route changes or changes in the days of collection, Contractor shall provide

occupants with at least two (2) weeks' notice. Contractor shall at its own expense, by written notice with postage prepaid and forwarded through the United States mail or by personal service, notify each occupant of the day or days of the week on which trash shall be collected if such represents a change from an existing schedule and if such change has been approved by the Manager. The notice shall contain the day or days of the week upon which collections will be made, the name, address and telephone number of Contractor and other information deemed necessary by the Manager. Said notice shall be posted in the mails or by personal service to each property served not less than two (2) weeks prior to the change of collection schedule. All such information, instructions and notices distributed or mailed by Contractor shall either be prepared by District or approved in advance by the Manager.

Section 24. Contract Limitations and Retained Rights and Powers of District.

Nothing in this ordinance shall be interpreted as limiting the retained rights and powers of District regarding regulating or providing trash collection service within District consistent with the provisions of California Government Code Section 61600 and Public Resources Code Section 40059. Each Contractor is put on notice and agrees by its execution of an agreement with District that among the various rights and powers of District, which the District may exercise, and which are not diminished or waived by the issuance of a collection contract, is District's right and power to:

- A. Repeal or amend the whole or any provision of this ordinance.
- B. Exclusively undertake all trash collection within District; or grant to, amid contract with one or more persons for collection of trash within District.
- C. Require Contractor(s) to deposit refuse collected within District at a legal disposal site specified by District located outside District boundaries.
- D. Require Contractor(s) to collect and dispose of trash collected within District in a manner or according to methods prescribed by District.
- E. Establish specific routes within District for Contractor(s) amid to limit a Contractor's operations within District to such routes.

Section 25. Trash Collection Rates.

A. The Board of Directors finds that the service rates indicated herein are for the purpose of: (1) meeting the contractual operating expenses of District's trash collection services Contractor, and (2) meeting District's general and administrative expenses in the administration and enforcement of District's trash collection and disposal ordinance, agreements and regulations.

B. Upon adoption of this ordinance by the Channel Islands Beach Community Services District Board of Directors, the following rates shall become effective July 15, 2019 at 12:01 a.m. and shall be subject to periodic adjustment by the

Board of Directors.

C.

(1) Residential and Commercial Standard Trash Collection Services: 64-gallon solid waste and 64 or 96 gallon recycle containers are included with standard service rates

1/Week Pick-Up Standard Service:	\$31.15/container/mo.
1/Week Walk-In Service:	\$49.57/container/mo.
2/Week Walk in Service:	\$99.14/container/mo.
Additional Empties (Barrels):	\$10.94/container

(2) Multi-Unit Residential Property and Commercial Property Collection Services (3 Yard Bin):

1/Week Pick-Up Bin Service:	\$173.84/bin/mo.
2/Week Pick-Up Bin Service:	\$267.98/bin/mo.
3/Week Pick-Up Bin Service:	\$344.40/bin/mo.
1 time additional empty:	\$71.47/bin/empty
Locks for Comm. Bins:	\$2.75

(3) Additional Barrels:

64 gallon Solid Waste:	\$16.11/container/mo.
64 or 96 gallon Recycle:	\$2.93/container/mo.
Additional Trash Walk In:	\$24.44/Container/mo.
Additional Recycle Walk In:	\$7.21/Container/Mo

(4) Temporary 3 cubic-yard bin:

(delivery, initial load and removal included)	\$104.87/bin
Additional Dumps: (each empty)	\$104.87/bin
Daily Rental Fee:	\$2.54/day after 7 days

(5) 20 or 40 Yard Cubic Yard Construction Bin Services:

20 or 40 Cubic Yard Construction Bin Service is available at the rates and fees stipulated in the agreement for Service between Channel Islands Beach Community Services District and EJ Harrison and Sons. Rates are subject to modification based on tipping, surcharge or other fee increases associated with the provision of service.

Section 26. Compensation of Contractors.

District shall levy and collect the service rates and charges on properties within District receiving service from Contractor. The Manager shall prepare monthly transaction reports listing those properties within District receiving trash collection services from Contractor. The terms of compensation to the Contractor shall be specified in the District's agreement with the Contractor.

Section 27. Billing of Charges.

A. All trash collection charges shall be billed by District. To the extent practicable, all such charges shall be billed by District in conjunction with its billings for water and sewer services. Charges for portions of a month shall be appropriately prorated. The owner or occupant of the affected property shall make payment of the charges within twenty (20) days of District's mailing of its billing statement.

B. In the event of past due payment of a billing statement, an owner or occupant shall be assessed a past due payment charge, or interest, or both, in accordance with procedures established by resolution adopted by the Board of Directors.

C. In the event of nonpayment of a billing statement, District may initiate proceedings to discontinue service to the affected property, or exercise whatever other remedies may be available to District pursuant to Government Code Section 61621 et seq. or other applicable laws.

D. Procedures to be utilized for initiation of trash collection services or resumption of interrupted service, including applications for service amid deposits to be held by District, shall be in accordance with a resolution adopted by the Board Directors.

Section 28. No Assignment or Transfer.

No Contractor shall assign or transfer its rights wider its contract with District to any other person without the advance written consent of the district.

Section 29. Termination of Contract.

In the event a Contractor violates any of the specific terms, conditions and requirements of its contract with District, or any provision of this ordinance or any other local, state or federal law, rule or regulation, either now in effect or hereafter enacted relating to the collection, transportation or disposal of trash, District may terminate its collection contract with Contractor.

Section 30. Abatement of Nuisances.

A. Pursuant to California Government Code Section 61623.4, the District may exercise the power of a fire protection district to abate public 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 California Health and Safety Code Section 13879 utilizing the procedures set forth in Health and Safety Code Section 14875 et seq. 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.

B. If the Manager determines that a public nuisance exists as defined in subsection A., the Manager shall notify the occupant (and the owner of the affected property, if different from the occupant) of the existence of the nuisance and shall require the parties to abate or cause the nuisance to be abated within legal means as provided in this ordinance within ten (10) calendar days after receipt of such notice from the 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.

C. 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. The Manager shall document the make; model, color, license number and vehicle identification number of the abandoned vehicle amid report same to the County of Ventura for removal.

Section 31. Exceptions for Practical Difficulty.

In all cases where the Manager finds that practical difficulty exists in complying with requirements of this ordinance as to the placing of refuse for collection, the Manager shall designate where and what manner such refuse shall be placed or kept for collection and the conditions under which it shall be collected.

Section 32. Repeal of Prior Ordinance.

District Ordinance No. 90 relating to trash collection and disposal is hereby repealed.

Section 33. Publication.

This ordinance shall be published once, upon its adoption, in a newspaper of general circulation within District's boundaries.

Section 34. Severability.

If any section, clause or portion of this ordinance is found to be invalid, then the validity of the remaining sections of the ordinance shall not be affected.

Section 35. Effective Date.

The trash collection rates specified in Section 25 of this ordinance shall be effective 30 days from date of adoption, and shall be subject to periodic adjustment by the Board of Directors.

Passed, approved and adopted this 11th day of June 2019 by following vote of the Board of Directors:

Ayes: Brewer, Nast, Marcus, and Bouchard

Nays: None

Absent: Debley

Kristina Brewer, President
Board of Directors

Attest:

Approved As To Form:

Pete Martinez, Interim General Manager

John Mathews, District Counsel

