



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156  
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSO.COM

# BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

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**NOTICE IS HEREBY GIVEN** that the Board of Directors of the Channel Islands Beach Community Services District will hold a Regular Board Meeting beginning at 5:00 P.M. on Tuesday, June 14, 2022. In accordance with the Governor's Executive Order N-29-20 and the Ventura County Stay Well at Home Order resulting from the novel Coronavirus the Meeting will be held virtually using the Microsoft Teams platform.

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 213-282-9788](tel:+12132829788), [154004599#](tel:+154004599) United States, Los Angeles

Phone Conference ID: 154 004 599#

The agenda is as follows:

**A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:**

**B. PUBLIC COMMENTS:**

1. Opportunity for members of the public to address the Board on matters under the purview of the District and which are not on the agenda. (Time limit 3 minutes per speaker)

**C. CONSENT CALENDAR:**

1. Approve the Agenda Order
2. Financial Reports:
  - a. Cash Disbursal & Receipt Report – May 2022

3. Minutes:
  - a. May 10, 2022, Regular Board Meeting
  
4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	<b>Account Number</b>	<b>Water Relief</b>	<b>Sewer Relief</b>	<b>Total Relief</b>
<b>a.</b>	01100-04	\$10.85	\$63.24	\$74.10
<b>b.</b>	00000021	\$57.42	\$158.10	\$215.52
<b>c.</b>	04240-02	\$80.64	\$202.37	\$283.01
				\$572.63

**D. PUBLIC HEARINGS:**

**5:05 P.M.**

**1. FINAL PROPOSED FY 2022-2023 BUDGET**

Recommendation:

- 1) Conduct public hearing, receive staff report, public testimony and close the public hearing
- 2) Adopt Final Proposed FY 2022-2023 Operating and Capital Budget

**2. PUBLIC HEARING ON WATER, SEWER, AND REFUSE COLLECTION SERVICES PURSUANT to PROPOSITION 218 (CALIFORNIA CONSTITUTION, ARTICLE XIII D). ORDINANCE 96 OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT RATES AND REGULATIONS FOR WATER, SEWER, AND REFUSE COLLECTION SERVICES**

Recommendation:

- 1) Conduct public hearing, receive staff report, public testimony and close the public hearing
- 2) Perform reading in title only and adoption of Ordinance 96 effective July 1, 2022.

**E. OPERATIONS REPORT:**

**F. ACTION CALENDAR:**

**1. CONSIDERATION OF RESOLUTION 22-11 ENABLING CONTINUED USE OF REMOTE TELECONFERENCE MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361**

Recommendation:

1) It is recommended the Board adopt Resolution No. 22-11 authorizing remote teleconference meetings of the Legislative Bodies of the Channel Islands Beach Community Services District for the period of June 15, 2022, to July 12, 2022.

**2. BAD DEBT**

Recommendation:

1) Approve Bad Debt Write off from FY 2020/2021 to be written off in FY 2021/2022

**3. RESTATEMENT OF SOLID WASTE SERVICE AGREEMENT WITH EJ HARRISON AND SONS INC.**

Recommendation:

- 1) Renew and Restate a 7 Year Agreement with E.J. Harrison and Sons, Inc. for the Collection, Diversion, Transport and Disposal of Solid Waste, Organic Waste and Recyclable Materials
- 2) Authorize the General Manager and Legal Counsel to make non-monetary modifications and execute the agreement.

**4. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-09 RECOGNIZING JIMMY HAMPTON (EJ HARRISON AND SONS)**

Recommendation:

- 1) The Board to consider and approve Resolution No. 22-09 to commend, recognize, and extend its gratitude to Mr. Jimmy Hampton (EJ Harrison & Sons) for his dedicated service to the District.
- 2) If approved, direct District Board President and General Manager to present Mr. Hampton at a future EJ Harrison Board meeting on behalf of the District Board, staff, and its community members.

**G. INFORMATION CALENDAR:**

1. Report from Board Members of any meeting or conference where compensation for attendance was received.

**H. BOARD MEMBER COMMENTS:**

**I. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

This agenda was posted Thursday, June 9, 2022, by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

- Hollywood Beach School, 4000 Sunset
- Corner Store, 2425 Roosevelt Blvd.
- District Office, 353 Santa Monica Drive

Agendas are also posted on the District's website at [www.cibcsd.com](http://www.cibcsd.com).



Peter Martinez  
*General Manager*

**REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.**

Channel Islands Beach 2013

6/8/2022 4:14 PM

Register: 1002 · Checking Pacific Western

From 05/01/2022 through 05/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/02/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	610.00	399,010.50
05/02/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	4,433.81	403,444.31
05/03/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	454.17	403,898.48
05/03/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	612.56	404,511.04
05/03/2022	ACH	CalPers	-split-	Py pd 4-16-22 t...	3,938.93	X		400,572.11
05/03/2022	ACH	CalPers	*2020 - Payroll Liabilit...	Unfunded Accr...	28.50	X		400,543.61
05/03/2022	7438	Nationwide Retirement	2000 - Accounts Payable	Pr pd 04/16/22 ...	3,381.33	X		397,162.28
05/03/2022	7439	County of Ventura	2000 - Accounts Payable	VOID:		X		397,162.28
05/03/2022	7440	County of Ventura	2000 - Accounts Payable		500.00	X		396,662.28
05/03/2022	7441	County of Ventura	2000 - Accounts Payable		50.00	X		396,612.28
05/04/2022	DEP	QB:DEPOSIT	3120 Sewer Revenues:...	5/2/22 Third Q...		X	248,759.84	645,372.12
05/04/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/4/22		X	2,402.61	647,774.73
05/04/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/4/22		X	300.00	648,074.73
05/04/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,928.67	650,003.40
05/04/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,868.59	652,871.99
05/04/2022		QuickBooks Payroll ...	-split-	Created by Pay...	24,796.93	X		628,075.06
05/04/2022	To Print	Carol J Dillon	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	Casey D Johnson	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	E.D. Brock	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	Erika F Davis	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	Jesus Navarro	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	Keila E Wilson	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	Mark A Espinosa	-split-	Direct Deposit		X		628,075.06
05/04/2022	To Print	Peter A. Martinez	-split-	Direct Deposit		X		628,075.06
05/05/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	909.77	628,984.83
05/05/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,394.77	632,379.60
05/06/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/6		X	855.36	633,234.96
05/06/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/2		X	11,692.32	644,927.28
05/06/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/6		X	122.28	645,049.56
05/06/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/6		X	400.00	645,449.56
05/06/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/6		X	112.00	645,561.56
05/06/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/5		X	1,850.79	647,412.35
05/06/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	1,233.26	648,645.61
05/06/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,312.91	649,958.52
05/06/2022	7442	Amazon Capital Serv...	2000 - Accounts Payable		843.96	X		649,114.56
05/06/2022	7443	Badger Meter	2000 - Accounts Payable		1,725.71	X		647,388.85
05/06/2022	7444	County of Ventura - ...	2000 - Accounts Payable		499.99	X		646,888.86
05/06/2022	7445	CUSI	2000 - Accounts Payable		101.68	X		646,787.18
05/06/2022	7446	Elevated Entitlements	2000 - Accounts Payable		750.00	X		646,037.18
05/06/2022	7447	FGL Environmental I...	2000 - Accounts Payable		161.00	X		645,876.18

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From 05/01/2022 through 05/31/2022

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/06/2022	7448	ImageSource	2000 - Accounts Payable		110.87	X		645,765.31
05/06/2022	7449	IVR Technology Gro...	2000 - Accounts Payable		101.25	X		645,664.06
05/06/2022	7450	Jarrod Lawrence	2000 - Accounts Payable		320.00	X		645,344.06
05/06/2022	7451	Michael K. Nunley ...	2000 - Accounts Payable		5,338.75	X		640,005.31
05/06/2022	7452	Miguel Zavalza	2000 - Accounts Payable		225.00	X		639,780.31
05/06/2022	7453	Mission Linen & Uni...	2000 - Accounts Payable		251.66	X		639,528.65
05/06/2022	7454	Pacific Couriers	2000 - Accounts Payable		267.31	X		639,261.34
05/06/2022	7455	Prime Masonry Mate...	2000 - Accounts Payable		515.68	X		638,745.66
05/06/2022	7456	Tetra Tech, Inc.	2000 - Accounts Payable	Hazard Mitigat...	5,000.00	X		633,745.66
05/06/2022	7457	Underground Service...	2000 - Accounts Payable		21.45	X		633,724.21
05/06/2022	7458	CUSI	2000 - Accounts Payable	CUSI Conferen...	4,780.00	X		628,944.21
05/06/2022	7459	Ferguson Waterworks	2000 - Accounts Payable		10,684.98	X		618,259.23
05/06/2022	7460	SSBP	2000 - Accounts Payable		4,800.00	X		613,459.23
05/09/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,067.41	614,526.64
05/09/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,323.98	617,850.62
05/10/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	796.65	618,647.27
05/10/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	6,028.13	624,675.40
05/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/9		X	6,524.15	631,199.55
05/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/9		X	134.51	631,334.06
05/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/10		X	21,504.00	652,838.06
05/11/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/10		X	9,412.93	662,250.99
05/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	933.84	663,184.83
05/11/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,789.86	667,974.69
05/11/2022	ACH	Arco	4 - Maintenance Expen...	4-3-22	1,525.00	X		666,449.69
05/11/2022	ACH	Frontier	6 - Administrative Exp...	5-1-22	163.69	X		666,286.00
05/11/2022	ACH	Tampa Hardware 2	-split-	4-30-22	88.30	X		666,197.70
05/11/2022	ACH	Cardmember Service	8000 - Suspense	5-11-22	7,000.00	X		659,197.70
05/11/2022	ACH	Aflac	*2020 - Payroll Liabilit...	4-25-22	235.70	X		658,962.00
05/11/2022	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0686131 5-3-22	1,113.62	X		657,848.38
05/11/2022	7461	Badger Meter	2000 - Accounts Payable		132.76	X		657,715.62
05/11/2022	7462	Coastal Architects	2000 - Accounts Payable		21,174.19	X		636,541.43
05/11/2022	7463	Famcon Pipe and Su...	2000 - Accounts Payable		1,185.11	X		635,356.32
05/11/2022	7464	PHWA	2000 - Accounts Payable		63,279.00	X		572,077.32
05/11/2022	7465	Traffic Technologies ...	2000 - Accounts Payable		682.81	X		571,394.51
05/12/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,054.97	572,449.48
05/12/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,821.34	577,270.82
05/12/2022	7466	ACWA/Joint Powers ...	2000 - Accounts Payable	1-1-22 to 3-31-...	2,914.58	X		574,356.24
05/13/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/12		X	9,480.73	583,836.97
05/13/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/13		X	13,375.96	597,212.93
05/13/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/13		X	110.00	597,322.93

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/13/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,995.54	599,318.47
05/13/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,939.87	603,258.34
05/13/2022	7467	Famcon Pipe and Su...	2000 - Accounts Payable		1,404.98	X		601,853.36
05/13/2022	7468	Total Barricade Servi...	2000 - Accounts Payable		1,320.00	X		600,533.36
05/16/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,811.06	603,344.42
05/16/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Pacific Wester...		X	89,802.54	693,146.96
05/16/2022	ACH	Vanco Chrg	6 - Administrative Exp...	May 2022	91.75	X		693,055.21
05/17/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	150.00	693,205.21
05/17/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,103.82	695,309.03
05/17/2022	ACH	AT & T	6 - Administrative Exp...	5-1-22	760.31	X		694,548.72
05/17/2022	ACH	CalPers	-split-		11,745.36	X		682,803.36
05/17/2022	ACH	CalPers	-split-	pr pd 4-30-22 t...	3,938.93	X		678,864.43
05/17/2022	7469	Badger Meter	2000 - Accounts Payable		43.51	X		678,820.92
05/17/2022	7470	FGL Environmental I...	2000 - Accounts Payable		161.00			678,659.92
05/17/2022	7471	net2phone	2000 - Accounts Payable		330.77	X		678,329.15
05/17/2022	7472	Wex Bank	2000 - Accounts Payable		790.31	X		677,538.84
05/17/2022	7473	Nationwide Retirement	2000 - Accounts Payable	pr pd 4-30-22 t...	3,107.17	X		674,431.67
05/17/2022	7474	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd4-1-22 to ...	49,231.17	X		625,200.50
05/17/2022	7475	Prime Masonry Mate...	2000 - Accounts Payable		325.04			624,875.46
05/17/2022	7476	Smartcover Systems	2000 - Accounts Payable		9,355.32	X		615,520.14
05/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/18		X	15,090.28	630,610.42
05/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/18		X	707.49	631,317.91
05/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/18		X	30,519.36	661,837.27
05/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/17		X	153.67	661,990.94
05/18/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,589.00	665,579.94
05/18/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	22,510.32	688,090.26
05/18/2022	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	May 2022	167.50	X		687,922.76
05/18/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep. 5/18/22	32.74	X		687,890.02
05/18/2022	RETCK	QB:Returned Item	1200 - Accounts Recei...	Iturriria	169.04	X		687,720.98
05/18/2022		QuickBooks Payroll ...	-split-	Created by Pay...	25,744.11	X		661,976.87
05/18/2022	To Print	Carol J Dillon	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	Casey D Johnson	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	E.D. Brock	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	Erika F Davis	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	Keila E Wilson	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	Mark A Espinosa	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	Peter A. Martinez	-split-	Direct Deposit		X		661,976.87
05/18/2022	To Print	Jesus Navarro	-split-	Direct Deposit		X		661,976.87
05/19/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	662.33	662,639.20
05/19/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	4,426.23	667,065.43

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From 05/01/2022 through 05/31/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
05/19/2022	7477	A to Z Law, LLP	2000 - Accounts Payable		1,188.00	X		665,877.43
05/19/2022	7478	Famcon Pipe and Su...	2000 - Accounts Payable		157.71	X		665,719.72
05/19/2022	7479	XIO, Inc.	2000 - Accounts Payable		1,095.00	X		664,624.72
05/20/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	465.85	665,090.57
05/20/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,069.24	667,159.81
05/20/2022	7480	FGL Environmental I...	2000 - Accounts Payable		349.00			666,810.81
05/20/2022	7481	County of Ventura, R...	2000 - Accounts Payable	Pymt. for land ...	131.00	X		666,679.81
05/23/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	253.42	666,933.23
05/23/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,416.46	669,349.69
05/24/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	635.44	669,985.13
05/24/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,338.79	672,323.92
05/24/2022	ACH	Bay Alarm Company	4 - Maintenance Expen...	6952 5-15-22 ...	112.74	X		672,211.18
05/24/2022	ACH	SCE- Office	-split-	5-20-22	259.41	X		671,951.77
05/24/2022	ACH	So. California Edison...	2 - Sewer System Expe...	5-17-22	301.35	X		671,650.42
05/24/2022	ACH	Spectrum	6 - Administrative Exp...	Cable 5-16-22	62.51	X		671,587.91
05/24/2022	ACH	Spectrum	6 - Administrative Exp...	5-18-22 Internet	229.98	X		671,357.93
05/24/2022	7482	Base Auto Parts and ...	2000 - Accounts Payable		337.13	X		671,020.80
05/24/2022	7483	FGL Environmental I...	2000 - Accounts Payable		161.00			670,859.80
05/24/2022	7484	Pro Image Sports	2000 - Accounts Payable		1,829.60			669,030.20
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/25			1,462.08	670,492.28
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/24			4,295.79	674,788.07
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/23			32,220.78	707,008.85
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/19			17,293.41	724,302.26
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/16			200.00	724,502.26
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/24			4,295.79	728,798.05
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/23			32,220.78	761,018.83
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/24		X	4,295.79	765,314.62
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/23		X	32,220.78	797,535.40
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/19		X	17,293.41	814,828.81
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/16		X	200.00	815,028.81
05/25/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/25		X	150.00	815,178.81
05/25/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,686.59	816,865.40
05/25/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	3,338.24	820,203.64
05/25/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/25		X	1,462.08	821,665.72
05/25/2022	ACH	So. California Edison...	2 - Sewer System Expe...	5-17-22 7567	862.35	X		820,803.37
05/25/2022	ACH	So. California Edison...	2 - Sewer System Expe...	5-17-22 1451	537.28	X		820,266.09
05/25/2022	7485	Sam Hill & Sons, Inc.	2000 - Accounts Payable		5,798.48			814,467.61
05/26/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	846.67	815,314.28
05/26/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	2,375.32	817,689.60
05/26/2022	ACH	QB:DEPOSIT	1200 - Accounts Recei...	Dep Correction	0.02	X		817,689.58



Channel Islands Beach 2013

6/8/2022 4:14 PM

Register: 1002 · Checking Pacific Western

From 05/01/2022 through 05/31/2022

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Payment</b>	<b>C</b>	<b>Deposit</b>	<b>Balance</b>
05/27/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	287.28	817,976.86
05/27/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	1,921.16	819,898.02
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/31			4,343.97	824,241.99
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 26			393.00	824,634.99
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/27			935.17	825,570.16
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/27			3,338.08	828,908.24
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/31			14,253.78	843,162.02
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	5/31			492.60	843,654.62
05/31/2022	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 5/25			7,165.00	850,819.62
05/31/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		X	532.74	851,352.36
05/31/2022	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		X	2,886.61	854,238.97
05/31/2022			6 - Administrative Exp...	Service Charge	233.18	X		854,005.79
05/31/2022	7486	Badger Meter	2000 - Accounts Payable		1,731.94			852,273.85
05/31/2022	7487	CUSI	2000 - Accounts Payable		24.00			852,249.85
05/31/2022	7488	Nationwide Retirement	2000 - Accounts Payable		3,217.69			849,032.16
05/31/2022	SSBP 02-...		66901 · *Reconciliatio...	Balance Adjust...	0.10	X		849,032.06

MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING, May 10, 2022

**A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:**

Director Debley called the virtual meeting to order at 5:19 P.M. In attendance, Vice President Marcus, Director Nast, General Manager Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, John Mathews, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

**President Bouchard and Director Brewer were absent.**

**B. PUBLIC COMMENTS:**

None.

**C. CONSENT CALENDAR:**

Director Nast made the motion to approve the Consent Calendar. Vice President Marcus seconded the motion. The motion passed.

ROLL CALL VOTE:

Marcus: YES, Debley: YES, Nast: YES 3 - Yes 0 -No

**D. SPECIAL PRESENTATION:**

**1. Presentation by Robert Richardson (United Water District)- Update on Iron & Manganese Project**

Robert Richardson, P.E. Senior Engineer United Water District presented the Iron and Manganese Plant update. Robert Richardson explained the process, construction progress, filter drain pump station, filter vessels and the project timeline. He thanked grant water partners for offsetting the costs and said the project should be complete by January 2023.

**E. ACTION CALENDAR:**

**1. CONSIDERATION OF RESOLUTION 22-08 ENABLING CONTINUED USE OF REMOTE TELECONFERENCE MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361**

This is a resolution required by law to continue teleconference meetings. There was no public comment. Vice President Marcus made the motion to adopt Resolution No. 22-08 Enabling continued use of remote teleconference meetings in accordance with Assembly Bill 361. Director Debley seconded the motion. The motion passed.

**ROLL CALL VOTE:**

Marcus: YES, Debley: YES, Nast: YES 3 - Yes 0 - No

**2. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-09 RECOGNIZING JIMMY HAMPTON (EJ HARRISON AND SONS)**

General Manager Martinez explained that Jimmy Hampton (EJ Harrison and Sons) has worked with the District since the initial contract with EJ Harrison and Sons in 2008. Both Clerk of the Board Davis and Office Manager Dillon affirmed that Jimmy Hampton was an integral part of making the customer service team at the District successful. Director Debley noted that as a public agency it is important to recognize those that make indirect contributions and add value to the District. There was no public comment. Director Debley made the motion to approve Resolution 22-09 and direct District Board President Bouchard and General Manager Martinez to present the Resolution No. 22-09 to Mr. Hampton at a future EJ Harrison Board meeting on behalf of District Board staff and its community members. Vice President Marcus seconded the motion. The motion passed.

**ROLL CALL VOTE:**

Marcus: YES, Debley: YES, Nast: YES 3 - Yes 0 - No

**3. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-10 DECLARING A STAGE 2 WATER SUPPLY SHORTAGE AND AMENDING THE OUTDOOR WATERING DAYS AND DURATION**

General Manager Martinez explained that Ordinance 75 states that Stage 2 Drought can be declared by Resolution. Historically Stage 2 is a 2 day per week watering period at 10 minutes a station, but the State is requiring a 1 day per week watering week at 8 minutes per station effective June 1<sup>st</sup>. Board asked questions. General Counsel confirmed that Ordinance 75 states that Stage 2 Water Supply Shortage can be declared by Resolution. There was no public comment. Vice President Marcus made

the motion to approve Resolution No. 22-10 Declaring Stage 2 Water Supply Shortage and amending the outdoor watering days and duration. Director Debley seconded the motion. The motion passed.

ROLL CALL VOTE:

Marcus: YES, Debley: YES, Nast: YES 3 - Yes 0 – No

**6:04 pm President Bouchard joined the meeting.**

**F. INFORMATION CALENDAR:**

1. Report from Board Members for any meeting or conference where compensation for attendance was received.

Vice President Marcus attended PHWA and they adopted the Resolution to continue teleconference meetings.

**G. BOARD MEMBER COMMENTS:**

Director Nast would have liked the District to take a position on Measures A and B but the election takes place prior to the next Regular Board Meeting.

Director Nast is interested to find out if United has information on desalination.

Director Debley asked that the United link be added to the website.

Director Debley encouraged public outreach regarding conservation using social media.

Director Debley announced that PHWA will not have a May meeting.

Vice President Marcus thanked General Manager Martinez and President Bouchard for their comments at the Planning Commission meeting.

Vice President Marcus would like public outreach that includes messaging converting HCF to gallons and how much one uses doing certain activities for example how many gallons one flush is.

**H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

General Counsel had no comment.

General Manager said design plans were submitted to the County of Ventura and the County of Ventura said that the first review should be available in about 4 weeks.

General Manager Martinez said the Valve Replacement Project contract and bonding information was received and now he is doing the final review. Once that is complete the Notice to Proceed will be submitted to Elite Engineering. They will begin replacing the valves in the Hollywood by the Sea and Silver Strand Beach areas over a 1 to 1 ½ month period and will be replacing 18 valves.

General Manager Martinez said there is an upcoming public hearing at the June Regular Board Meeting.

General Manager Martinez said the budget will be presented at the June Regular Board Meeting.

General Manager Martinez said an update on the COVID Relief fund disbursements, bad debt and number of payment agreements will also be presented at the June Regular Board Meeting.

The Board Meeting adjourned at 6:21 P.M.

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Sean Debley, Director



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

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**Regular Board Meeting, June 14, 2022**

To: **Board of Directors**  
From: **Peter Martinez, General Manager**  
Subject: **FINAL PROPOSED BUDGET**  
Item No. **D-1**

**RECOMMENDATION:**

Review and adopt Final Proposed FY 2022-2023 Operating and Capital Budget.

**FINANCIAL IMPACT:**

Action provides guidance and spending limits for the District for operating and capital needs from July 1, 2022 through June 30, 2023.

**DISCUSSION/ANALYSIS:**

In review, the proposed Operating Budget represents an 8.6% decrease from the FY 2021 –2022 Operating Budget, most of which is driven by water purchase costs. The table below illustrates the proposed operating budget for each cost category.

	FY 2021-2022	FY 2022-2023	% Change
<b>Total Water System Expense</b>	\$1,178,600	\$1,028,700	-12.7%
<b>Total Sewer System Expense</b>	\$1,104,000	\$833,000	-24.5%
<b>Total Trash Expense</b>	\$600,000	\$615,000	2.5%
<b>Total Maintenance Expense</b>	\$59,500	\$64,000	7.6%
<b>Total Salaries &amp; Benefits</b>	\$1,058,600	\$1,077,000	1.7%
<b>Total Admin Expense</b>	\$447,800	\$447,700	-
<b>Total Operating Expense</b>	\$4,448,500	\$4,065,400	-8.6%

The proposed CIP Budget calls for \$2,997,000 in capital spending for FY 2022 – 2023, with \$1,604,500 assigned to the Water Enterprise, \$1,242,500 assigned to the Sewer Enterprise and \$150,000 assigned to the Trash Enterprise.

If approved, the adopted Budget would go into effect on July 1, 2022. Members of the public may access the full Budget document any time by visiting [www.cibcsd.com/budget](http://www.cibcsd.com/budget) or may request a copy from the Clerk of the Board.

**ATTACHMENTS:**

1. FY 2022-2023 Final Proposed Budget

Draft

FY 2022 - 2023 OPERATING BUDGET

Sheet No.	Account	Adopted FY 2021 - 2022	Actual Through 2/28/2022	Projected June 2022	Proposed FY 2022 - 2023	Percent Expended	Water Enterprise		Sewer Enterprise		Solid Waste Enterprise		Community Service		Total	
							\$	%	\$	%	\$	%	\$	%		
<b>OPERATING REVENUES</b>																
<b>Rate Revenues</b>																
1	Water Revenue	3110	2,332,000	1,317,480	2,258,540	2,316,000	97%	2,316,000	100%	0	0%	0	0%	0	0%	2,316,000
2	Sewer Revenue	3120	2,470,000	1,421,992	2,337,700	2,080,000	95%	0	0%	2,080,000	100%	0	0%	0	0%	2,080,000
3	Solid Waste Revenue	3130	769,000	531,880	787,820	793,000	102%	0	0%	0	0%	793,000	100%	0	0%	793,000
	<b>Total Rate Revenues</b>		<b>\$ 5,571,000</b>	<b>\$ 5,384,060</b>	<b>\$ 5,189,000</b>	<b>97%</b>	<b>\$ 2,316,000</b>		<b>\$ 2,080,000</b>		<b>\$ 793,000</b>		<b>\$ -</b>		<b>\$ 5,189,000</b>	
<b>OPERATING EXPENSES</b>																
<b>Water System Expense</b>																
4	PHWA Water Contract	4210	1,000,000	557,941	836,911	850,000	84%	850,000	100%	0	0%	0	0%	0	0%	850,000
5	Water Sampling	4215	15,000	7,231	13,000	16,000	87%	16,000	100%	0	0%	0	0%	0	0%	16,000
6	SWRCB Annual Admin Fee	4220	16,000	16,646	17,000	18,000	106%	18,000	100%	0	0%	0	0%	0	0%	18,000
7	Annual Water Quality Report	4225	4,000	1,500	1,500	1,500	38%	1,500	100%	0	0%	0	0%	0	0%	1,500
8	Cross Connect Contract Charge	4230	2,600	1,000	2,020	2,600	78%	2,600	100%	0	0%	0	0%	0	0%	2,600
9	Water Repair & Maintenance	4235	130,000	58,100	130,000	130,000	100%	130,000	100%	0	0%	0	0%	0	0%	130,000
10	Telemetry	4240	11,000	7,360	10,515	10,600	96%	10,600	100%	0	0%	0	0%	0	0%	10,600
	<b>Total Water System Expense</b>		<b>\$ 1,178,600</b>	<b>\$ 1,010,946</b>	<b>\$ 1,028,700</b>	<b>86%</b>	<b>\$ 1,028,700</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 1,028,700</b>	
<b>Sewer System Expense</b>																
11	Wastewater Transportation	4260	940,000	413,845	878,949	660,000	94%	0	0%	660,000	100%	0	0%	0	0%	660,000
12	Sewer Repair & Maintenance	4265	109,000	25,733	108,220	109,000	99%	0	0%	109,000	100%	0	0%	0	0%	109,000
13	Telemetry	4270	34,000	17,821	33,000	35,000	97%	0	0%	35,000	100%	0	0%	0	0%	35,000
14	Power	4275	21,000	17,358	26,100	29,000	124%	0	0%	29,000	100%	0	0%	0	0%	29,000
	<b>Total Sewer System Expense</b>		<b>\$ 1,104,000</b>	<b>\$ 1,046,269</b>	<b>\$ 833,000</b>	<b>95%</b>	<b>\$ -</b>		<b>\$ 833,000</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ 833,000</b>	
<b>Trash Expense</b>																
15	Contract Trash Services	4285	600,000	392,900	595,000	615,000	99%	0	0%	0	0%	615,000	100%	0	0%	615,000
	<b>Total Trash Expense</b>		<b>\$ 600,000</b>	<b>\$ 595,000</b>	<b>\$ 615,000</b>	<b>99%</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ 615,000</b>		<b>\$ -</b>		<b>\$ 615,000</b>	
<b>Maintenance Expenses</b>																
16	Gasoline	4310	15,000	8,315	15,000	20,000	100%	8,600	43%	8,200	41%	2,800	14%	400	2%	20,000
17	Vehicle Maintenance	4320	12,000	1,970	12,000	12,000	100%	5,160	43%	4,920	41%	1,680	14%	240	2%	12,000
18	Building Security	4330	3,000	1,100	1,600	1,800	53%	594	33%	612	34%	594	33%	0	0%	1,800
19	Building Maintenance	4340	17,000	6,000	17,000	17,000	100%	5,610	33%	5,780	34%	5,610	33%	0	0%	17,000
20	Signs & Banners	4350	1,500	990	1,500	1,500	100%	495	33%	510	34%	495	33%	0	0%	1,500
21	Public Landscaping	4360	4,500	2,860	4,775	5,200	106%	0	0%	0	0%	0	0%	5,200	100%	5,200
22	Employee Workplace Safety	4370	5,000	790	5,000	5,000	100%	2,150	43%	2,050	41%	700	14%	100	2%	5,000
23	Emergency Preparedness	4380	1,500	0	0	1,500	0%	0	0%	0	0%	0	0%	1,500	100%	1,500
	<b>Total Maintenance Expenses</b>		<b>\$ 59,500</b>	<b>\$ 56,875</b>	<b>\$ 64,000</b>	<b>96%</b>	<b>\$ 22,609</b>		<b>\$ 22,072</b>		<b>\$ 11,879</b>		<b>\$ 7,440</b>		<b>\$ 64,000</b>	



Draft

FY 2022 - 2023 OPERATING BUDGET

Sheet No.	Account	Adopted	Actual Through	Projected	Proposed	Percent Expended	Water Enterprise		Sewer Enterprise		Solid Waste Enterprise		Community Service		Total				
		FY 2021 - 2022	2/28/2022	June 2022	FY 2022 - 2023		\$	%	\$	%	\$	%	\$	%					
<b>Salaries &amp; Benefits</b>																			
24	Regular Salaries	4400	769,000	542,869	780,000	769,000	101%	299,910	39%	307,600	40%	146,110	19%	15,380	2%	769,000			
25	Payroll Taxes	4500	33,000	8,100	12,380	14,000	38%	5,460	39%	5,600	40%	2,660	19%	280	2%	14,000			
26	Group Insurance	4525	140,000	101,919	139,468	157,000	100%	61,230	39%	62,800	40%	29,830	19%	3,140	2%	157,000			
27	Retirement Benefits	4550	95,400	64,650	99,000	104,000	104%	40,560	39%	41,600	40%	19,760	19%	2,080	2%	104,000			
28	Uniforms	4575	5,100	1,645	4,500	5,500	88%	2,365	43%	2,255	41%	770	14%	110	2%	5,500			
29	Workers' Comp Insurance	4600	12,500	9,543	12,500	13,500	100%	5,265	39%	5,400	40%	2,565	19%	270	2%	13,500			
30	Employee Education	4650	18,000	7,695	13,000	14,000	72%	5,460	39%	5,600	40%	2,660	19%	280	2%	14,000			
<b>Total Salaries &amp; Benefits</b>		\$	1,073,000	\$	1,060,848	\$	1,077,000	99%	\$	420,250	\$	430,855	\$	204,355	\$	21,540	\$	1,077,000	
<b>Administrative Expenses</b>																			
31	Regular Board Payments	5010	10,000	4,760	7,000	10,000	70%	3,900	39%	4,000	40%	1,900	19%	200	2%	10,000			
32	Special Board Meetings	5020	3,000	850	2,000	3,000	67%	1,170	39%	1,200	40%	570	19%	60	2%	3,000			
33	Board/ Committee Expenses	5030	2,000	60	1,915	2,000	96%	780	39%	800	40%	380	19%	40	2%	2,000			
34	Board Conferences & Seminars	5040	5,000	0	2,000	5,000	40%	1,950	39%	2,000	40%	950	19%	100	2%	5,000			
35	Travel & Lodging	5050	8,500	0	4,000	8,500	47%	3,315	39%	3,400	40%	1,615	19%	170	2%	8,500			
36	District Dues & Memberships	5100	25,000	24,873	25,125	27,000	101%	10,182	38%	10,781	40%	5,809	22%	228	1%	27,000			
37	Office Supplies	5210	8,000	1,447	8,000	8,000	100%	2,640	33%	2,720	34%	2,640	33%	0	0%	8,000			
38	On-Line Bill Paying	5215	6,000	2,241	5,000	6,000	83%	2,460	41%	2,640	44%	900	15%	0	0%	6,000			
39	Communications	5220	23,000	11,654	23,525	25,000	102%	8,250	33%	8,500	34%	8,250	33%	0	0%	25,000			
40	Printing & Publications	5230	6,000	0	6,000	6,000	100%	1,980	33%	2,040	34%	1,980	33%	0	0%	6,000			
41	Postage & Shipping	5240	12,000	8,500	12,000	12,000	100%	3,960	33%	4,080	34%	3,960	33%	0	0%	12,000			
42	Miscellaneous Office Expense	5250	15,500	7,000	15,500	16,400	100%	6,664	41%	7,096	43%	2,580	16%	60	0%	16,400			
43	Office Utilities	5260	3,800	2,200	3,500	3,800	92%	1,254	33%	1,292	34%	1,254	33%	0	0%	3,800			
44	Office Equipment Maintenance	5290	7,000	3,200	7,000	7,000	100%	2,310	33%	2,380	34%	2,310	33%	0	0%	7,000			
45	Capital Replacement	5295	8,000	0	8,000	8,000	100%	2,640	33%	2,720	34%	2,640	33%	0	0%	8,000			
46	Insurance	5400	41,000	31,000	36,900	37,000	90%	15,170	41%	16,280	44%	5,550	15%	0	0%	37,000			
47	Legal Services	5510	60,000	12,000	40,000	60,000	67%	36,400	61%	17,600	29%	6,000	10%	0	0%	60,000			
48	Accounting Services	5520	50,000	20,000	50,000	50,000	100%	20,500	41%	22,000	44%	7,500	15%	0	0%	50,000			
49	Computer Services & Subscriptions	5530	46,000	18,300	46,000	47,000	100%	19,270	41%	20,680	44%	7,050	15%	0	0%	47,000			
50	Engineering Services	5540	75,000	29,000	60,000	75,000	80%	30,750	41%	33,000	44%	11,250	15%	0	0%	75,000			
51	Bank & Trustee Fees	5560	4,000	2,540	4,000	4,000	100%	1,640	41%	1,760	44%	600	15%	0	0%	4,000			
52	Other Professional Services	5565	10,000	1,400	10,000	10,000	100%	4,100	41%	4,400	44%	1,500	15%	0	0%	10,000			
53	Legal Notices Publication	5600	7,000	515	1,500	7,000	21%	2,310	33%	2,380	34%	2,310	33%	0	0%	7,000			
54	Public Information & Outreach	5650	10,000	0	5,000	10,000	50%	3,300	33%	3,400	34%	3,300	33%	0	0%	10,000			
<b>Total Administrative Expenses</b>		\$	445,800	\$	383,965	\$	447,700	86%	\$	186,895	\$	177,149	\$	82,798	\$	858	\$	447,700	
<b>TOTAL OPERATING EXPENSES</b>		\$	4,460,900	\$	-	\$	4,153,903	\$	4,065,400	\$	1,658,454	\$	1,463,076	\$	914,032	\$	29,838	\$	4,065,400
<b>NET OPERATING INCOME</b>		\$	1,110,100	\$	1,230,157	\$	1,123,600	\$	657,546	\$	616,924	\$	(121,032)	\$	(29,838)	\$	1,123,600		

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FY 2022 - 2023 OPERATING BUDGET

Sheet No.	Account	Adopted	Actual Through	Projected	Proposed	Percent Expended	Water Enterprise		Sewer Enterprise		Solid Waste Enterprise		Community Service		Total	
		FY 2021 - 2022	2/28/2022	June 2022	FY 2022 - 2023		\$	%	\$	%	\$	%	\$	%		
<b>OTHER REVENUES</b>																
55	Interest Earnings	6100	90,000	50,000	100,000	90,000	111%	31,500	35%	49,500	55%	9,000	10%	0	0%	90,000
56	Penalty Revenue	6200	25,000	0	10,000	25,000	40%	2,500	10%	2,500	10%	2,500	10%	17,500	70%	25,000
57	Secured & Unsecured Taxes	6320	80,000	51,000	80,000	80,000	100%	0	0%	0	0%	0	0%	80,000	100%	80,000
<b>TOTAL OTHER REVENUES</b>			\$ 195,000	\$ 190,000	\$ 190,000	\$ 195,000	97%	\$ 34,000		\$ 52,000		\$ 11,500		\$ 97,500		\$ 195,000
<b>DEBT OBLIGATIONS</b>																
58	2012 Water Revenue Bonds	2805	313,000	312,864	312,864	0	100%	0	100%	0	0%	0	0%	0	0%	0
59	2016 Sewer Refunding Bonds	2855	220,000	219,397	219,397	222,000	100%	0	0%	222,000	100%	0	0%	0	0%	222,000
60	CSDA Loan - Smart Meter Project	2700	85,000	85,000	85,000	85,000		41,225	49%	43,775	52%	0	0%	0	0%	85,000
<b>TOTAL DEBT OBLIGATION</b>			\$ 533,000	\$ 532,261	\$ 532,261	\$ 307,000	100%	\$ 41,225		\$ 265,775		\$ -		\$ -		\$ 307,000
<b>OTHER BUDGET ITEMS</b>																
61	Allocation of Community Service	N/A	1,000	0	0	1,000	0%	485	49%	515	52%	0	0%	(1,000)	0%	0
<b>TOTAL OTHER BUDGET ITEMS</b>			\$ 1,000	\$ -	\$ -	\$ 1,000		\$ 485		\$ 515		\$ -		\$ (1,000)		\$ -
<b>AVAILABLE FOR CAPITAL &amp; RESERVES</b>			\$ 771,100	\$ -	\$ 887,896	\$ 1,010,600		\$ 649,836		\$ 402,634		\$ (109,532)		\$ 68,662		\$ 1,011,600
<b>RESERVE CONTRIBUTIONS</b>																
<b>Unrestricted</b>																
	Water							0		0		0		0		0
	Sewer							0		0		0		0		0
	Solid Waste							0		0		0		0		0
	Community Reserves							0		0		0		68,662		68,662
<b>Total Unrestricted Contributions</b>								\$ -		\$ -		\$ -		\$ 68,662		\$ 68,662
<b>Board Restricted</b>																
	Water Operations Reserve							0		0		0		0		0
	Water Rate Stabilization							0		0		0		0		0
	Water Capital Reserve							649,836		0		0		0		649,836
	Sewer Operations Reserve							0		0		0		0		0
	Sewer Rate Stabilization							0		0		0		0		0
	Sewer Capital Reserve							0		402,634		0		0		402,634
	Solid Waste Operations Reserve							0		0		0		0		0
	Solid Waste Rate Stabilization							0		0		(109,532)		0		(109,532)
	Solid Waste Capital Reserve							0		0		0		0		0
<b>Total Board Restricted Contributions</b>								\$ 649,836		\$ 402,634		\$ (109,532)		\$ -		\$ 942,938
<b>Outside Restricted</b>																
	Water							0		0		0		0		0
	Sewer							0		0		0		0		0
	Solid Waste							0		0		0		0		0
<b>Total Outside Restricted Contributions</b>								\$ -		\$ -		\$ -		\$ -		\$ -
<b>AVAILABLE AFTER RESERVE CONTRIBUTIONS</b>								\$0		\$0		\$0		\$0		\$0

**FY 2022 - 2023 CAPITAL IMPROVEMENT PROGRAM**

Line	Project No.	Capital Project	Water	Sewer	Carryover	FYE 2022	FYE 2022 Actual	FYE 2023	FYE 2024	FYE 2025	FYE 2026	5-Year Total
1	CI 101	Easement Risk Mitigation Projects	100%		(\$1,484)	\$75,000	\$76,484	\$460,000	\$90,000	\$380,000	\$0	\$1,006,484
2	CI 102	Wharf Head Removal	100%		\$25,000	\$25,000	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
3	CI 103	PHWA Improvements	100%		\$65,000	\$65,000	\$0	\$117,000	\$118,000	\$121,000	\$32,000	\$388,000
4	CI 104	Water Distribution Improvements	100%		\$9,794	\$50,000	\$40,206	\$50,000	\$50,000	\$50,000	\$50,000	\$240,206
5	CI 105	Valve Replacement	100%		\$8,000	\$180,000	\$172,000	\$150,000	\$50,000	\$25,000	\$25,000	\$422,000
6	CI 106	Water Supply Upgrades	100%		\$25,000	\$25,000	\$0	\$25,000	\$0	\$25,000	\$100,000	\$150,000
7	CI 107	Long Term Water Supply Planning	100%		\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$75,000
8	CI 108	Fire Flow Improvements	100%		\$0	\$0	\$0	\$0	\$15,000	\$70,000	\$0	\$85,000
9	CI 109	Water Emergency Response Plan	100%		\$10,800	\$15,000	\$4,200	\$0	\$0	\$0	\$0	\$4,200
10	CI 201	I&I Reduction- Main & Manhole Impr.		100%	\$0	\$0	\$0	\$30,000	\$270,000	\$0	\$0	\$300,000
11	CI 202	Sewer Lift Station and PS Rehab		100%	\$54,197	\$120,000	\$65,803	\$120,000	\$0	\$30,000	\$110,000	\$325,803
12	CI 203	Sewer Improvement Projects		100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	CI 204	Pump Station B Replacement		100%	\$0	\$50,000	\$50,000	\$0	\$0	\$50,000	\$100,000	\$200,000
15	CI 205	Oxnard Wastewater Plant Impr.		100%	\$200,000	\$200,000	\$0	\$300,000	\$300,000	\$600,000	\$300,000	\$1,500,000
16	CI 206	CCTV Video Inspection Program		100%	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$85,000
17	CI 401	Yard and Building Improvements	50%	50%	\$1,364,125	\$1,450,000	\$85,875	\$1,480,000	\$0	\$0	\$0	\$1,565,875
18	CI 402	Asset Management Program	50%	50%	\$10,000	\$15,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
19	CI 403	Vehicle Replacement Program	50%	50%	\$0	\$0	\$0	\$100,000	\$0	\$80,000	\$0	\$180,000
20	MI 401	Water & Sewer Rate Study	50%	50%	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
<b>Water</b>					\$829,173	\$1,167,500	\$338,328	\$1,604,500	\$410,500	\$723,500	\$244,500	\$3,321,328
<b>Sewer</b>					\$941,260	\$1,102,500	\$161,241	\$1,242,500	\$572,500	\$807,500	\$537,500	\$3,321,241
<b>Trash</b>					\$150,000	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$150,000
<b>Total</b>					<b>\$1,920,432</b>	<b>\$2,420,000</b>	<b>\$499,568</b>	<b>\$2,997,000</b>	<b>\$983,000</b>	<b>\$1,531,000</b>	<b>\$782,000</b>	<b>\$6,792,568</b>

**Water Enterprise**

**FYE 2023**

Beginning Capital Reserve Balance	\$3,500,597	Done
Contributions for FY 2022 - 2023:	\$649,836	
Planned Capital Expenditures	-\$1,604,500	
Ending Capital Reserve Balance	\$2,545,933	

Minimum Capital Reserve Balance \$1,013,249

**Sewer Enterprise**

**FYE 2023**

Beginning Capital Reserve Balance	\$3,520,856	Done
Contributions for FY 2022 - 2023:	\$402,634	
Planned Capital Expenditures	-\$1,242,500	
Ending Capital Reserve Balance	\$2,680,990	

Minimum Capital Reserve Balance \$1,048,640



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

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### Regular Board Meeting, June 14, 2022

**To:** Board of Directors  
**From:** CJ Dillon, *Office Manager*  
**Subject:** PUBLIC HEARING ON WATER, SEWER, AND REFUSE COLLECTION SERVICES PURSUANT to PROPOSITION 218 (CALIFORNIA CONSTITUTION, ARTICLE XIID). ORDINANCE 96 OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT RATES AND REGULATIONS FOR WATER, SEWER, AND REFUSE COLLECTION SERVICES  
**Item No.** D-2

### RECOMMENDATION:

- 1) Conduct public hearing, receive staff report, public testimony and close the public hearing
- 2) Perform reading in title only and adoption of Ordinance 96 - effective July 1, 2022.

**FINANCIAL IMPACT:** Financial impacts are available in the August 3<sup>rd</sup>, 2021, Proposition 218 Notice and Ordinance No. 96 proposed to the Board on June 14, 2022.

### BACKGROUND/DISCUSSION:

**Subject 1:** Reading and Adoption of Ordinance 96: CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT RATES AND REGULATIONS FOR WATER, SEWER, AND REFUSE COLLECTION SERVICES

If approved, the effective date for new rates to be implemented will be July 1, 2022.

### ATTACHMENTS:

1. Ordinance 96 – District Rates and Regulations

## Ordinance 96

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

Adopted on June 14, 2022

Effective as of July 1, 2022

#### 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 two (2) or more residential dwelling units including, but not limited to, 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
- (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.
- (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.

### **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 (2) or more 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: \$40.74/month
    - 2) 1” meter: \$64.68/month

- 3) 1 ½” meter: \$124.54/month
  - 4) 2” meter: \$196.36/month
  - 5) 3” meter: \$423.82/month
  - 6) 4” meter: \$759.02/month
- (ii) For Harbor Customers
- 1) ¾” meter: \$42.79/month
  - 2) 1” meter: \$68.10/month
  - 3) 1 ½” meter: \$131.39/month
  - 4) 2” meter: \$207.34/month
  - 5) 3” meter: \$447.83/month
  - 6) 4” meter: \$802.24/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: \$4.70/HCF for 0-5 HCF
    - 2) Tier 2: \$5.83/HCF for 6-8 HCF
    - 3) Tier 3: \$7.50/HCF for each HCF beyond 8 HCF
  - (ii) For Non-Harbor, Multi-Family Residential Customers
    - 1) Tier 1: \$4.70/HCF for 0-4 HCF
    - 2) Tier 2: \$5.83/HCF for 5-6 HCF
    - 3) Tier 3: \$7.50/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: \$5.06/HCF
- (b) Harbor: \$5.26/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) 3/4" connection: \$6.31/month

- (ii) 1” connection: \$9.52/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: \$5.94/month
  - (ii) 2” connection: \$11.77/month
  - (iii) 3” connection: \$25.00/month
  - (iv) 4” connection: \$47.84/month
  - (v) 6” connection: \$129.78/month
  - (vi) 8” connection: \$271.12/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 *all* 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.
- (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: \$28.98 per month per connection
  - (ii) Multi-Family Residential: \$23.18 per month per connection
  - (iii) Sewer Service Only: \$23.18 per month per connection
  - (iv) School: \$202.83 per month per connection
  - (v) Commercial I – Low: \$27.24 per month per connection
  - (vi) Commercial II – High: \$82.28 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: \$7.01 per HCF per month for each metered connection calculated at 93% RTS
- (b) Multi-Family Residential: \$7.01 per HCF per month for each metered connection calculated at 94% RTS
- (c) Sewer Service: \$7.01 per HCF per month for each metered connection calculated at 94% RTS
- (d) School: \$6.66 per HCF per month for each metered connection calculated at 100% RTS

- (e) Commercial I – Low: \$6.76 per HCF per month for each metered connection calculated at 100% RTS
- (f) Commercial III – High: \$8.44 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 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 yd<sup>3</sup>) 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 yd<sup>3</sup>) 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, 2021 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:  
\$33.55/receptacle/month
    - 2) Standard Service 32 gal and one (1) collection per week:  
\$[30.13]/receptacle/month
    - 3) Walk-In Service and one (1) collection per week:  
\$53.38/receptacle/month
    - 4) Walk-In Service and two (2) collections per week:  
\$106.76/receptacle/month

- 5) Additional empties (barrels): \$11.78/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 yd<sup>3</sup>) bin. Rates are as follows:
  - 1) Standard Service and one (1) collection per week: \$187.21/bin/month
  - 2) Standard Service and two (2) collections per week: \$292.79/bin/month
  - 3) Standard Service and three (3) collections per week: \$370.89/bin/month
  - 4) Standard Service Organics 1.5 yd bin and one (1) collection per week: \$[175.00]/bin/month
  - 5) Standard Service Organics 32/64 gal and one (1) collection per week: \$57.50/receptacle/month
  - 6) One-time additional collections: \$78.89/bin/collection
  - 7) Locks for Commercial Bins: \$2.75
- (iii) *Additional Receptacles*
  - 1) 64 gallon Solid Waste: \$17.34/receptacle/month
  - 2) 64 or 96 gallon Recycle: \$3.16/receptacle/month
  - 3) Additional Solid Waste for Walk-In Service: \$26.32/receptacle/month
  - 4) Additional Recycle for Walk-In Service: \$7.76/receptacle/month
- (iv) *Temporary Bins*
  - 1) 3-Cubic Yard Bin: \$112.93/bin (includes delivery, initial load, and removal)
  - 2) Additional Bin Collections: \$112.93/bin
  - 3) Daily Rental Fee: \$2.74/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, 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 yd<sup>3</sup>) 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.

**Article VIII: Effective Date**

This Ordinance shall become effective at 12:01 a.m. on July 1, 2022.

**Article IX: Publication**

Upon adoption, this Ordinance shall be published in title and general description only in a newspaper of general circulation within the District’s general area of service.

**Article X: Severability**

In the event that any section, clause or portion of this Ordinance is found invalid, the validity of the remaining sections of the Ordinance shall not be affected.

**PASSED, APPROVED AND ADOPTED** by the Channel Islands Beach Community Services District Board of Directors on this 14th **day of June, 2022**, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**JARED BOUCHARD, BOARD PRESIDENT**

**ATTEST:**  
**APPROVED AS TO FORM:**

---

**PETER MARTINEZ, GENERAL MANAGER**

---

**JOHN MATHEWS, GENERAL COUNSEL**

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This Ordinance shall become effective at 12:01 a.m. on July 1, 2022.

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**AYES:**

**NOES:**

**ABSENT:**

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**JARED BOUCHARD, BOARD PRESIDENT**

**ATTEST:  
APPROVED AS TO FORM:**

---

**PETER MARTINEZ, GENERAL MANAGER**

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**JOHN MATHEWS, GENERAL COUNSEL**





Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156  
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSO.COM

**Regular Board Meeting, June 14, 2022**

**To:** Board of Directors

**From:** Peter Martinez, *General Manager*

**Subject:** **CONSIDERATION AND ADOPTION OF RESOLUTION NO. 22-11  
ENABLING CONTINUED USE OF REMOTE TELECONFERENCE  
MEETINGS IN ACCORDANCE WITH ASSEMBLY BILL 361**

**Item No.** F-1

**RECOMMENDATION:**

It is recommended the Board adopt Resolution No. 22-11 authorizing remote teleconference meetings of the Legislative Bodies of the Channel Islands Beach Community Services District for the period of June 15, 2022, to July 12, 2022.

**BACKGROUND/DISCUSSION:**

In March 2020, amid concern surrounding the spread of the COVID-19 virus throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Orders modified or waived meeting requirements in the Brown Act Open Meetings Law for local agency public meetings so that the public health and safety of all attendees would be protected through teleconferenced or remote meetings.

On September 16, 2021, the Governor signed Assembly Bill 361 requiring an approved Resolution justifying the need to continue virtual meetings due to imminent risks to the health and safety of attendees. If approved, the attached Resolution 22-08 would become effective June 15, 2022, through July 12, 2022.

**ATTACHMENTS:**

1. Resolution No. 22-11



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

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#### RESOLUTION NO. 22-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S EXECUTIVE ORDER N-29-20 ON MARCH 17, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT FOR 30 ADDITIONAL DAYS UNTIL JULY 12, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Channel Islands Beach Community Services District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

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

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

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

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

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

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

WHEREAS, emergency conditions persist in the District, specifically, ON MARCH 4, 2020 THE GOVERNOR'S OFFICE ISSUED A STATE OF EMERGENCY ORDER RELATED TO THE COVID-19 PANDEMIC AND THAT ORDER REMAINS EFFECTIVE AT THE TIME OF ADOPTION OF THIS RESOLUTION; and

WHEREAS, ON SEPTEMBER 17, 2021, ORDER OF THE VENTURA COUNTY HEALTH OFFICER EXTENDING THE AUGUST 20, 2021 ORDER REQUIRING ALL INDIVIDUALS IN THE COUNTY TO WEAR FACE COVERINGS IN ALL INDOOR PUBLIC SETTINGS AND BUSINESSES TO MINIMIZE THE SPREAD OF COVID-19; and

WHEREAS, the Board of Directors does hereby find that the continued risk of COVID-19 infection remains significantly higher than stated public health goals, and the Channel Islands Beach Community Services District Board Room is not sufficient in size to allow for appropriate social distancing has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

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

WHEREAS, all meetings will be conducted to ensure the ability for the public to continue to participate through publication of meeting agendas containing the meeting ID link and call in phone number of all remote meetings, which allow the public to listen and provide comment on any and all business being conducted before the legislative body.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and

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

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Channel Islands Beach Community Services District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and

public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of July 12, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Channel Islands Beach Community Services District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Channel Islands Beach Community Services District this 14th day of June 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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JARED BOUCHARD, BOARD PRESIDENT

ATTEST:

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PETER MARTINEZ  
GENERAL MANAGER

APPROVED AS TO FORM:

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JOHN MATHEWS  
GENERAL COUNSEL



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
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### **Regular Board Meeting, June 14, 2022**

**To: Board of Directors**  
**From: CJ Dillon, Office Manager**  
**Subject: Bad Debt Write Off**  
**Item No. F-2**

#### **RECOMMENDATION:**

1. Approve Bad Debt Write Off from FY 2020/2021 to be written off in FY 2021/2022

**FINANCIAL IMPACT:** \$4,908.56 in uncollected accounts.

**BACKGROUND:** In October 2000, the Board of Directors adopted a District Policy for annual write-off of bad debt. This is performed at the end of every fiscal year in preparation for the District's annual audit.

#### **DISCUSSION ANALYSIS:**

This year the District will be writing off \$4,908.56 in bad debt. The amount that is written off consists of accounts where no payment has been received for the preceding 12-month period. The District will be writing off \$4,908.56 from FY 2020-2021 and will be recorded in the FY 2021-2022 audit. None of the \$4,908.56 in bad debt is from Harbor accounts. While these accounts will be written off by the District, they will continue to be pursued by our collection agency.

During the fiscal years 2020-2021 & 2021-2022, Covid 19 State restrictions were in effect and the District wasn't allowed to shut off any accounts for non-payment or add late fees to past due accounts. In January 2022, the District received State funds to cover water and sewer charges on past due accounts from March 1, 2020 to June 30, 2021 in the amount of \$42,487.00. The District applied the funds to the accounts in amount of \$32,514.63, none of the accounts were Harbor. Without these funds, our bad debt amount would be substantially higher than \$4,908.56. The District is holding \$9,972.37 remaining of the State Funds distribution, awaiting more information from the State. The current number of payment agreements on past due accounts is 14.



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

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## Regular Board Meeting, June 14, 2022

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Restatement of Solid Waste Service Agreement with EJ Harrison and Sons Inc.  
**Item No.** F-3

### RECOMMENDATION:

1. Renew and Restate a 7 Year Agreement with E.J. Harrison and Sons, Inc. for the Collection, Diversion, Transport and Disposal of Solid Waste, Organic Waste and Recyclable Materials
2. Authorize the General Manager and Legal Counsel to make non-monetary modifications and execute the agreement.

**FINANCIAL IMPACT:** No modifications to FY 2022-23 Budget.

### BACKGROUND:

The District contracts with EJ Harrison and Sons Inc. (Harrison) for collection, diversion, transport, and disposal of solid waste and recyclable materials. The current Agreement (Original Agreement) with Harrison was executed in January 2018 for a 5-year term and is set to expire on January 31, 2023. In order to comply with the new requirements of Senate Bill 1383, the District desires to enter into this Agreement. This Agreement shall fully amend, restate, and supersede the Original Agreement in its entirety.

As part of contract negotiations, the District added the following service modifications to the 2018 – 2022 agreement:

- Procedures to comply with regulations set forth in Titles 14 and 27 of the California Code of Regulations (CCR) and took effect on January 1, 2022. These regulations implement portions of Senate Bill 1383 which was signed into law in September 2016 establishing

- 
- methane reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants.
- Customers will be provided base level of collection service including Recycling Container, Organics Container, and Refuse Container collection service. New option – 32-gallon Refuse Container
- Service days for the collection of Organic, Refuse, and Recycling Containers shall continue to occur on Mondays and Thursdays of each week during the term of this Agreement.
- Contractor shall ensure that each container or lid of container that it newly purchases after the Effective Date and provides to a customer serviced under the Agreement conforms to the color schemes set forth in the respective definitions for Refuse Container, for collection of Solid Waste, Organics Container, for collection of Organic Waste, and Recycling Container for collection of Recyclable Materials.
- Contractor shall ensure that each container that it newly purchases after the Effective Date and provides to a customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that container type. Labels must be in English and Spanish. Contractor may comply with this section by using model labeling provided by CalRecycle.
- Route Reviews & Contamination Notification
- Education and Outreach
- SB 1383 Regulations Reporting

## **DISCUSSION:**

### **Contract Renewal**

Attached for Board consideration is a (7) seven-year restated agreement that preserves the service improvements from the previous agreement, assists the District in meeting its organic waste diversion requirements, and maintains the high level of service to District customers. The Contractor may request that the District renew this Agreement for one (1) additional, five-year term (each a "Renewal Term") by providing the District with advance written notice of the request ("Renewal Request") no later than one (1) year prior to the expiration of term of this Agreement or, where applicable, the Renewal Term.

### **Rate Adjustment**

The District is currently charged \$27.36 per residential service each month and charges its residents \$32.73. The near 19.6% differential funds the District's customer service, billing, and other administrative costs related to the solid waste enterprise. Per the proposed agreement,

Harrison’s rate charged to the District would be \$28.07 per residential service each month, an increase of 2.5%. Typical rate adjustments in the past have been consistent with annual CPI increases, approximately 2-3% annually.

In 2021, the District adopted a five-year rate adjustment schedule for solid waste service, with the next scheduled rate adjustment planned for July 2022. The residential rate is currently scheduled to increase by 2.5%, to \$33.55 per residential service.

For years commencing July 1, 2023 through June 30, 2026, the Contractor may request, up to a three percent (3%) CPI-based rate increase. For years commencing July 1, 2026 through the remainder of the term of this Agreement, the Contractor may request the up to a four percent (4%) CPI-based rent increase.

The Harrison and District rates for monthly residential service are summarized in the table below.

	<b>Harrison Rate</b>	<b>District Rate</b>	<b>Administrative Margin</b>
<b>Current</b>	\$27.36	\$32.73	19.6%
<b>July 2022</b>	\$28.07	\$33.55	19.5%

**ATTACHMENTS:**

RESTATED AGREEMENT BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND E.J. HARRISON AND SONS, INC. FOR COLLECTION, DIVERSION, TRANSPORT AND DISPOSAL OF SOLID WASTE, ORGANIC WASTE AND RECYCLABLE MATERIALS



**RESTATED AGREEMENT BETWEEN CHANNEL ISLANDS BEACH  
COMMUNITY SERVICES DISTRICT AND E.J. HARRISON AND SONS, INC. FOR  
COLLECTION, DIVERSION, TRANSPORT AND DISPOSAL OF SOLID WASTE  
AND RECYCLABLE MATERIALS**

THIS AGREEMENT is entered into this \_\_\_ day of June, 2022, by and between CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a governmental entity formed pursuant to California Government Code Section 61000, et seq., hereinafter referred to as the "District," and E. J. HARRISON AND SONS, INC, a California corporation, hereinafter referred to as the "Contractor." This Agreement is entered into in reference to the following facts and circumstances:

**RECITALS**

- A.** Pursuant to California Government Code Section 61600(c), the District may provide for the collection and disposal of garbage and refuse. The District's Ordinance entitled "Channel Islands Beach Community Services District Rates and Regulations for Water, Sewer and Refuse Collection Services" hereinafter referred to as the "Ordinance," governs the collection, removal, transportation and disposal of solid waste and refuse within the District.
- B.** The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, Division 30, of the California Public Resources Code, commencing with Section 40000, declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions.
- C.** The parties wish, to the extent possible, to plan and implement a system of source reduction, recycling, transformation and environmentally safe disposal practices and to meet landfill diversion mandates as set forth in the California Integrated Waste Management Act of 1989 (AB 939).
- D.** The parties further wish, to the extent possible, to plan and implement procedures to comply with regulations set forth in Titles 14 and 27 of the California Code of Regulations (CCR) and took effect on January 1, 2022. These regulations implement portions of Senate Bill 1383 which was signed into law in September 2016 establishing methane reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants.
- E.** As authorized by Public Resources Code Section 40059, the Board of Directors of the District determine that, the public health, safety and well-being require that aspects of solid waste handling which are of local concern to the District, including, but not limited to, the frequency and means of such collection and transportation, recycling or disposal, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services, be provided by an exclusive franchise agreement awarded without competitive bidding.
- F.** The Board of Directors of the District further declares its intention of maintaining reasonable rates for the collection, transportation, waste cycling and/or disposal of solid waste and recyclables.

- G.** On January 9, 2018, the parties entered into that certain Agreement Between Channel Islands Beach Community Services District and E.J. Harrison and Sons, Inc., for Collection, Diversion, Transport and Disposal of Solid Waste and Recyclable Materials (“Original Agreement”). Absent the parties’ agreement on a renewed term, the term of the Original Agreement expires January 31, 2023. The parties desire to enter into this Agreement in order to implement the requirements of SB 1383 and renew the term service on the terms provided herein.
- H.** The District, having determined that the Contractor, by demonstrated experience, representation and capacity, is qualified to provide for both the collection of solid waste within the District boundaries and the transportation of such solid waste to appropriate places of processing, recycling and disposal, desires that the Contractor continue to be engaged to perform such services on the basis set forth in this Agreement. This Agreement shall fully amend, restate, and supersede the Original Agreement in its entirety.

NOW, THEREFORE, pursuant to the mutual terms, conditions and covenants contained in this Agreement, the parties agree as follows:

- 1. DEFINITIONS.** For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall have the following meanings:
- 1.1. "Agreement" means the agreement between the District and the Contractor for the collection, diversion, transportation and disposal of solid waste and the collection and transportation for processing of recyclable materials, including any exhibits and any future amendments thereto.
  - 1.2. “Contractor Route” referred to as hauler route in 14 CCR Section 18982(a)(31.5), means the designed weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Material or Organic Waste collection services (not on-call or Bulky Item/Abandoned Waste) within the service area under the Agreement.
  - 1.3. "District" means the Channel Islands Beach Community Services District, a governmental entity, and all of the territory lying within the boundaries of the District as presently existing or as such boundaries may be modified during the term, acting through its Board of Directors.
  - 1.4. "Collection" means the collection of solid waste and its transportation to a disposal site or the collection of recycled material and its transportation to a disposal and/or processing facility.
  - 1.5. "Contractor" means E.J. Harrison and Sons, Inc., a California corporation.
  - 1.6. "Designated Disposal Sites (DDS)" means the solid waste facility or MRF/T or facility approved by the District for the ultimate disposal (by the Contractor) of solid waste collected by a contractor.
  - 1.7. "Designated Processing Facility (DPF)" means any properly licensed and permitted planned site used for the purpose of sorting, cleaning, treating, reconstituting and marketing recyclable materials and/or green waste approved by the District.

- 1.8. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment and which may be disposed of only in Class II Disposal Sites or Class III Disposal Sites, pursuant to a variance issued by the California Department of Health Services. Designated waste consists of those substances classified as designated waste by the State of California, in 23 California Code of Regulations Section 2522.
- 1.9. "Disposal" means the final disposition of solid waste collected by the Contractor at a DDS approved by the District.
- 1.10. "Generator" means the owner or occupant of premises, including businesses, which initially produces solid waste and/or recyclable materials.
- 1.11. "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.
- 1.12. "Hazardous Waste" means all substances defined as acutely hazardous waste or extremely hazardous waste by the State of California and Health and Safety Code Sections 25110.02, 25115 and 25117, or in future amendments to or re-codification of such statutes, or identified and listed as hazardous waste by the Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.).
- 1.13. "Organic Waste" as referenced in 14 CCR Section 18982(a)(46), means wastes comprising material originated from living organisms and their metabolic waste products, including food, Green Waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, construction and demolition debris, and Hazardous Waste. No material shall be considered Organic Waste unless it has been segregated by the customer for separate collection.
- 1.14. "Organics Container" referred to as green container in 14 CCR Section 18982(a)(29), means a container for the collection of Organic Waste and colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color. The Organics Container shall be 32 or 64 gallons in size. For commercial properties only, the Organics Container shall be a brown container and shall be for food waste only.
- 1.15. "Person" means any individual firm, association, organization, partnership, corporation, business, and trust joint venture of the United States, the State of California, the County of Ventura, and special purposes districts.
- 1.16. "Premises" means any land or building in the District where solid waste is generated or accumulated.
- 1.17. "Prohibited Container Contaminants" as referenced in 14 CCR Section 18982(a)(55), means any of the following:

- 1.17.1. Non-Organic Waste placed in the Organics Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, construction and demolition debris, and Hazardous Waste;
  - 1.17.2. Organic Waste placed in the Refuse Container that is specifically identified under the Agreement for collection in the Organics Container or Recycling Container; and
  - 1.17.3. Organic Waste placed in the Recycling Container that is specifically identified under the Agreement for collection in the Organics Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Recycling Container.
- 1.18. "Recyclable Material(s)" means those materials designated by the Contractor and the District which will be processed for marketing. The current schedule of materials that qualifies as recyclable is shown in the Implementation Plan, Exhibit A, and may be changed from time to time by mutual agreement of the parties, in writing. The District Manager or designee may exercise such authority on behalf of the District.
- 1.19. "Recycling" means the process of collecting, sorting, cleaning, treating, reconstituting and/or marketing recyclable materials which would otherwise be disposed of in a landfill.
- 1.20. "Recycling Container", referred to as blue container in 14 CCR Section 18982(a)(5), means a container for the collection of Recyclable Materials. The Recycling Container shall be colored as follows: (a) the lid shall be blue; or (b) the body shall be blue, and the lid shall be blue, gray, or black. The Recycling Container shall be 64 or 96 gallons in size.
- 1.21. "Refuse Container" referred to as gray container in 14 CCR Section 18982(a)(28), means a container for the collection of Refuse, which does not include Organic Waste or recyclable materials as defined in the Agreement. The Refuse Container shall be colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color. The Refuse Container shall be, at the option of the customer, either 32 or 64 gallons in size.
- 1.22. "Residential" means a dwelling unit other than a multi-family unit, the resident of which places his or her solid waste in containers..
- 1.23. "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 is not limited to, construction, demolition, debris and bulky waste. Solid Waste does not include:
- 1.23.1. Hazardous waste or low level radioactive waste as regulated under Section 114650 of the California Health and Safety Code, commonly referred to as the Radiation Protection Act of 1999.
  - 1.23.2. Medical waste which is regulated pursuant to the Medical Waste Management Act (Sections 117600, et seq. of the California 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.

1.23.3. Recyclable materials.

2. **REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR.** The Contractor warrants and represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The Contractor further warrants and represents that it is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as presently constituted. Contractor further warrants that it is licensed by the appropriate jurisdictions to perform the services set forth in this Agreement. The Contractor has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law, its Articles of Incorporation, Bylaws, Rules and Regulations, Operating Agreement, or otherwise, to authorize the execution of this Agreement. The parties signing this Agreement on behalf of the Contractor have authority to do so.

3. **TERM OF AGREEMENT; RENEWAL.**

3.1. **Term.** The effective date of this Agreement shall be July 1, 2022 ("Effective Date"). The term of this Agreement shall be seven (7) years and shall end at midnight on June 30, 2029, or earlier, if the Contractor is deemed to be in breach of the provisions stated in this Agreement. The obligation of the District to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement, shall be subject to the satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by the District:

3.1.1. That the representations and warranties made by the Contractor in Section 2 of this Agreement are true and correct on and as of the Effective Date.

3.1.2. There is no litigation pending on the Effective Date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

3.1.3. Formal approval of this Agreement by the District Board of Directors.

3.2. **Renewal.** The Contractor may request that the District renew this Agreement for one (1) additional, five-year term (each a "Renewal Term") by providing the District with advance written notice of the request ("Renewal Request") no later than one (1) year prior to the expiration of term of this Agreement or, where applicable, the Renewal Term. The Renewal Request shall include information, data, records, and reports documenting to the satisfaction of the District that the Contractor has met all terms and conditions set forth in this Agreement. The District shall in its sole and absolute discretion determine whether it is in the interest of the public health, safety and well-being to grant a Renewal Request, which determination shall be final. Any renewal shall be subject to good faith negotiations between the District and the Contractor over any amendments or modifications desired by the negotiating parties.

4. **SCOPE OF AGREEMENT.**

4.1. Subject to the provisions contained herein, the District hereby grants to the Contractor, the exclusive franchise, right and privilege to collect, remove, transport and dispose of, in a lawful manner, all solid waste accumulated within the District which is required to be accumulated and

offered for collection to the Contractor in accordance with the District's ordinances, for the term and in the scope set forth in this Agreement. To the extent allowable by law, as amended and consistent with any District or municipal ordinance, the Contractor shall have the exclusive right to collect and remove from residential, multi-family, commercial and industrial properties within the District, the recyclable materials which have been segregated from solid waste and placed at the curbside or in a designated container for disposal.

- 4.2. The franchise for the collection, removal, transportation and disposal of solid waste and recyclable materials granted to the Contractor shall be exclusive to the extent allowable by law. Commencing on the Effective Date of this Agreement and continuing until the expiration of the original term of this Agreement, the District shall pay to the Contractor the monthly fees shown on Exhibit A (attached hereto and incorporated herein) for each of the particular services provided by the Contractor, subject to such future adjustments as may be agreed by the parties described in Section 9 of the Agreement less a District franchise fee of fifteen percent (15%) which shall be deducted by the District prior to the transmittal of the monthly payment.
- 4.3. The District shall cause each solid waste service customer to be billed on a monthly basis. The District, within thirty (30) days of said monthly billing, shall remit to the Contractor an appropriate amount based on the services provided by the Contractor, the fee schedule shown in Exhibit A or as subsequently amended by the Parties less the fifteen percent (15%) franchise fee noted above.
- 4.4. The Contractor shall periodically bill for services it directly provides within the District's service area. The Contractor, within thirty (30) days of said billings, shall provide to the District the amount of said billings. The District shall deduct a franchise fee of ten percent (10%) of said billings from the current monthly billing summary transaction report, as provided for herein.
- 4.5. During the term of this Agreement, the Contractor shall pay, in addition to all other operating expenses incurred by the Contractor in performing the work, services and functions called for in this Agreement, the following fees and charges:
  - 4.5.1. All tipping fees and other charges which are made, charged and imposed by the operator of a DDS for the delivery, receipt, processing and/or disposal of solid waste to or at such DDS.
  - 4.5.2. All tipping fees and other charges which are made, charged or imposed by the operator of any other facility, including any material recovery facility, for the delivery, receipt, processing and/or disposal of recyclable materials.
  - 4.5.3. All other fees imposed or charged by any governmental agency associated with the operation of the collection activity undertaken by the contractor.

## **5. WASTE COLLECTION SERVICES.**

- 5.1. The Contractor, at its expense, shall provide all labor, materials and equipment necessary to perform weekly, or more frequently as herein required, solid waste collection and recycling, transportation, and disposal services for all residential and commercial properties within the District. In its collection and disposal of solid waste, the Contractor expressly acknowledges and agrees to comply with all of the provisions contained in Section 20 of the Ordinance. All work to

be done by the Contractor pursuant to this Agreement, shall be accomplished in a thorough and professional manner so that the residents and businesses within the District are provided with reliable, courteous and high-quality collection at all times. The enumeration of, and specification of requirement for, particular aspects of service quality shall not relieve the Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such aspects are enumerated elsewhere in the Agreement or not.

- 5.2. Pursuant to this Agreement, the District Manager may determine, with the advice of the Contractor, as appropriate, that the then current frequency of trash collection at a property is insufficient to meet the demand generated, or in the alternative, may determine that additional trash containers are necessary for the property. In such incidences, the Contractor agrees to comply with the determination of the District Manager and either immediately increase the frequency of trash collection and/or cause additional containers to be left at the subject property, in accordance with the District Manager's directions.
- 5.3. For the removal of construction-related materials from construction sites, which services the Contractor shall provide upon District's request, the Contractor shall make contractual arrangements for such services directly with the requesting party and the Contractor shall bill the owner or occupant directly for such services. The franchise fee of ten percent (10%) as described in Section 4 of this Agreement shall apply to such services.
- 5.4. Contractor shall not be required during its routine collection process to remove or collect from any property, prohibited materials or hazardous waste as defined herein. In such incidences, the owner or occupant shall notify the District of its desire for the removal or disposal of the prohibited materials. The District shall notify the Contractor of the request. If the Contractor can provide such removal and disposal services the Contractor shall make contractual arrangements for such services directly with the requesting party and the Contractor shall bill the owner or occupant directly for such services. The franchise fee of ten (10%) as described in Section 4 of this agreement shall apply to such services.
- 5.5. Service days for the collection of the Organic, Refuse, and Recycling Containers shall continue to occur on Mondays and Thursdays of each week during the term of this Agreement, unless a change in pickup day is mutually agreed upon.

## **6. CONTRACTOR PERSONNEL.**

- 6.1. The Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement, in a safe and efficient manner. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for the collection of solid waste or who are otherwise directly involved in such collection. The Contractor shall train its employees involved in solid waste collection to identify and not to collect hazardous waste.
- 6.2. The Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of solid waste

under this Agreement. The Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. The Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is not found to be courteous or not to be performing services in the manner required by this Agreement, the Contractor shall take all appropriate corrective measures. The District shall notify the Contractor by telephone, e-mail or fax of any complaints received from customers.

7. **ADDITIONAL SERVICES PROVIDED BY CONTRACTOR.** The Contractor, at its expense, shall provide to the District and/or residents or property owners of the District, free of charge, including, but not limited to, the following services:

- 7.1. The Contractor shall provide one (1) roll-off for green waste recycling to be located at the District's yard at 353 Santa Monica Drive, Channel Islands Beach. The Contractor shall pick up said roll-off at such times as requested by the District.
- 7.2. The Contractor shall provide trash collection and disposal services and other assistance to the District as part of the District's community beautification clean-up campaign. The Contractor shall participate in and provide such services at specified times and dates designated by the District Manager, but not more often than once a year. In conjunction with the program, the Contractor shall collect and dispose of all trash normally handled by the Contractor, plus other materials not normally presented for disposal, including discarded large household appliances, furniture, carpets, mattresses and other similar large items which require special handling due to their size, but which can be collected without the assistance of special loading equipment and without violating the vehicle load limits. The Contractor shall be responsible for landfill tipping fees incurred in connection with such beautification and clean-up campaigns. The Contractor shall not be responsible for picking up any hazardous materials, as herein defined, during the community clean-up campaign.
- 7.3. The Contractor shall assist the District in implementing the District's recycling program as referenced herein in Section 12.
- 7.4. The Contractor shall provide an annual Christmas tree collection either curbside or at a drop-off service area designated by the District at no charge to the District and/or its constituents. The annual Christmas tree collection shall take place on the two (2) weeks following Christmas on the customer's regular pickup days.
- 7.5. The Contractor shall provide two (2) large item residential pick-ups one time per residential customer per year free of charge.
- 7.6. The Contractor shall provide information to customers about we do not collect. And provide recycling education in the schools at the 5th grade level, or at any other large gathering at the school.
- 7.7. The Contractor shall provide disabled walk in service free of charge for customers that meet the disabled status.



7.8. Contractor shall provide two (2) 3-yard bins for solid waste, twice a week, and one (1) 25-yard roll-off container for clean concrete and asphalt, or asphalt, to be serviced as needed, but not to exceed eight (8) times per calendar year. The Contractor shall collect and dispose of all solid waste, recyclable material and E-Waste generated at the District's facilities at no cost to the District.

**8. COMPENSATION TO THE CONTRACTOR.** The District shall provide the Contractor with a monthly summary transaction report specifying the types of services rendered by the Contractor during the last billing period, the number and type of services provided and the compensation to the Contractor for the billing period based on the rates and charges shown in Exhibit A less the fifteen percent (15%) franchise fee. The Contractor will only pay the (15%) franchise fee on accounts collected by the District. The District shall pay compensation to the Contractor for all customers except where a customer's barrel has been removed for non-payment of services or where the customer's service has been suspended in response to a District-approved Vacation Hold as specified in Section 8.1. A customer whose service is reinstated following removal of a barrel or a Vacation Hold shall be subject to the restart charge set forth in Exhibit A. The District and the Contractor will determine billing for the last billing period on the fifteenth (15th) of each month. If the Contractor does not notify the District within ten (10) days of mailing said monthly billing summary transaction report of errors within said report, it shall be conclusive evidence of acceptance of the report as final and accurate. In the event of a dispute over the compensation, the Contractor and District Manager shall endeavor to amicably resolve the dispute through review and negotiation. If any such dispute cannot be successfully resolved between the contractor and District Manager, the Contractor may bring the dispute to the District's Board of Directors, whose decision shall be final.

8.1. The District may request that the Contractor suspend a customer's service during periods when the customer is on vacation or otherwise not occupying the premises served ("Vacation Hold"). A Vacation Hold must be for a minimum of sixty (60) consecutive days, and the total number of Vacation Hold days per customer shall not exceed ninety (90) days in any calendar year.

**9. RATE ADJUSTMENTS.**

9.1. The rates at which the District shall compensate the Contractor are shown in Exhibit A less the fifteen percent (15%) franchise fee. Except as provided for herein, the base residential rate charged for the services provided by the Contractor at the commencement of this contract shall be the sum of Twenty- Eight Dollars and Seven Cents (\$28.07) per month.

9.2. . For years commencing July 1, 2023 through June 30, 2026, the Contractor may request, up to a three percent (3%) CPI-based rate increase. For years commencing July 1, 2026 through the remainder of the term of this Agreement, the Contractor may request the up to a four percent (4%) CPI-based rent increase. Such escalations shall be calculated by computing the percentage change in the CPI index for the twelve month annual average period ending June 30 of each year, and multiplying the applicable amount to be escalated by 100% (one hundred percent) of that percentage change in the CPI

The Consumer Price Index (CPI) used shall be the Consumer Price Index-All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA, not seasonally adjusted, all items index, annual average, as published by the United States Department of Labor, Bureau of Labor Statistics.

The Calculation to determine the CPI multiplier is as follows (Example):

1.	Current year CPI, Annual Average	224.6
2.	Previous Year CPI, Annual Average	221.4
3.	Change in Index (Line 1 minus Line 2)	3.2
4.	Percentage Increase	$(3.2/221.4) \times 100 = 1.44\%$

As defined, an annual average is comparing one (1) 12-month period against another 12-month period.

The Contractor shall deliver to the District notification of the rate escalation, with supporting data and calculations, by April 1 prior to the rate increase becoming effective. Failure of the Contractor to escalate its rates pursuant this subsection in any one year shall result in the Contractor waiving its right to escalate the rates for that year.

- 9.3. In the event that the Contractor's combined cost increase in excess of four percent (4%) in a year, the Contractor shall open discussion with the District about an emergency rate increase. Said adjustment shall require approval by the Board of Directors of the District.

## **10. COLLECTION STANDARDS.**

- 10.1. The Contractor shall transport all collections under this Section to the DDS or DPF approved by the District Manager. The Contractor shall maintain accurate records of the quantities of solid waste materials and recyclable materials transported to the DDS or DPF, and will cooperate with the District in any audits or investigations of such quantities. The Contractor shall follow the rules and regulations of the operator of the DDS or DPF with regard to operations therein, including for example, complying with directions from the operator to unload collection vehicles in designated areas accommodating to maintenance operations and construction of new facilities.
- 10.2. The Contractor shall use due care when handling containers. Containers shall not be thrown from trucks, roughly handled, damaged or broken. Containers shall be returned to the collection point upright with lids in the proper place. The Contractor shall ensure that its employees avoid crossing landscaped areas and climbing or jumping over hedges and fences. The District shall refer complaints concerning damage to private property to the Contractor. The Contractor shall repair all damage to private property caused by its employees. The Contractor shall notify the District, within twenty-four (24) hours from the date of said damage, of the extent of the damage and the repair.
- 10.3. The Contractor shall use due care to prevent solid waste or other materials from being spilled or scattered during the collection or transportation process. If any solid waste or other material is spilled during collection, the Contractor shall promptly clean up all spilled materials that will fit in their container. Each collection vehicle shall carry a broom and shovel at all times for this purpose. If the material spill requires more assistance the driver will follow procedure to get the spill cleaned up. The Contractor shall not transfer loads from one vehicle to another on any public street unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

- 10.4. During the collection or transportation process, the Contractor shall clean up litter in the immediate vicinity of any solid waste storage area or area where bins are placed for pick-up, whether or not the Contractor has caused the litter. The Contractor shall discuss incidents of repeated spillage not caused by it directly with the generator responsible and report such incidents to the District Manager. It is not the intent of this Section that the Contractor be responsible for collecting extra solid waste from the waste generator without charge.
- 10.5. The Contractor shall schedule residential collection operations and commercial collection operations between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. Collection operations may occur twice a week or be subject to approval of the General Manager. All collection operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county and city noise level regulations that now exist or may be amended in the future, including, but not limited to, the requirement that the noise level during the solid waste compaction process not exceed seventy-five (75) decibels at a distance of twenty-five feet (25') from the vehicle and a height of five feet (5') from the ground. The District may conduct random checks of noise emission levels to ensure such compliance.

## **11. VEHICLES AND EQUIPMENT.**

- 11.1. The Contractor shall provide collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. The Contractor shall have available on collection days, sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. The fleet of vehicles used by the Contractor in providing collection services shall comply and stay in compliance with all federal, state and local requirements for such vehicles as they now exist or may be amended to read in the future, and be registered with the California Department of Motor Vehicles, the California Highway Patrol, the Federal Department of Transportation, and the California Air Resources Board.
- 11.2. The Contractor's name, local telephone number and a unique vehicle identification number designed by the Contractor for each vehicle shall be prominently displayed on all service vehicles. The Contractor shall maintain all of its vehicles and equipment used in providing services under this Agreement in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of solid waste shall be thoroughly washed and thoroughly cleaned externally on a regular basis so as to present a clean appearance. The District may inspect vehicles at any time to determine compliance with sanitation requirements. The Contractor shall make vehicles available to the appropriate regulatory public agency for inspection, at any frequency such agency requests.
- 11.3. Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances. The Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. The District shall have reasonable access to the Contractor's records relating to the operation and maintenance of the Contractor's vehicles.

## **12. RECYCLING PROGRAM.**

- 12.1. The Contractor agrees to use its best efforts in cooperation with the District in assisting the District a recycling program for recyclable materials.

- 12.2. The Contractor and the District shall use their best efforts to help the District meet its diversion tonnage requirements of AB 939. The Contractor agrees to, at least quarterly, provide the District with AB 939 tonnage and recycling reports. To the extent possible, the Contractor shall segregate AB 939 tonnage generated by the District. In other words, to the extent possible, the Contractor shall provide to the District, at least quarterly, a report that segregates the District's AB 939 tonnage from other AB 939 tonnage collected by the Contractor in other municipal and unincorporated areas.
- 12.3. To encourage and provide for the diversion of commercial materials and construction and demolition material from landfill disposal in order to reduce waste and comply with AB939, customers will be charged an additional \$12.50 per ton for construction and demolition projects.
- 12.4. Contractor shall take all necessary actions to ensure that, during the term of this Agreement, District residents may dispose of antifreeze, auto batteries, household batteries, motor oil (limit twenty (20) gallons in five (5) gallon containers and latex- based paint (items commonly referred to as "household hazardous waste" or "HHW") at the Gold Coast Recycling facilities of Ventura County ("Gold Coast")
- 12.4.1. Customer access to Gold Coast shall be limited to normal business hours and disposal shall be at no cost to the customer, provided the customer provides credible proof that he/she resides within the jurisdictional boundaries of the District.
- 12.5. By July 1, 2018, Contractor shall recommend to District temporary storage options for HHW materials, certifications required of District personnel for temporary handling of such options, and recommendations to District for hours of reception of such items. At District election, District shall procure and install temporary HHW storage facilities.
- 12.5.1. Contractor, or designated sub-contractor, shall retrieve HHW materials from District's temporary storage facility on a monthly basis and dispose of in compliance with all State & Federal laws.

### **13. SB 1383 REGULATIONS ORGANIC WASTE COLLECTION SERVICES**

- 13.1. **Phased Implementation.** District and Contractor acknowledge that all customers will be provided base level of collection service including Recycling Container, Organics Container and Refuse Container collection service, unless (i) the customer is categorically exempted under District Ordinance from the requirement to subscribe for Organic Waste collection service, or (ii) the customer qualifies for and is granted a State- or District-issued waiver. Contractor shall be responsible for ensuring a customer has Refuse, Recycling, and Organics Container collection services unless a customer meets the waiver requirements described in this section.
- 13.2. **Container Colors.**
- 13.2.1. General Requirement. Contractor shall ensure that each container or lid of container that it newly purchases after the Effective Date and provides to a customer serviced under the Agreement conforms to the color schemes set forth in the respective definitions for Refuse

Container, for collection of Solid Waste, Organics Container, for collection of Organic Waste, and Recycling Container for collection of Recyclable Materials.

13.2.2. Specific Material Types. Paper products and printing and writing paper, each as referenced in 14 CCR Section 18982(a)(55)(D), may be placed in the Recycling Container. Green Waste, food scraps, food soiled paper, each as referenced in 14 CCR Section 18982(a)(46), may be placed in the Organics Container. Carpet and textiles may not be placed in either the Recycling Container or the Organics Container.

13.3. **Container Labels.** Contractor shall ensure that each container that it newly purchases after the Effective Date and provides to a customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that container type. Labels must be in English and Spanish. Contractor may comply with this section by using model labeling provided by CalRecycle

13.4. **Route Reviews.**

13.4.1. General Requirement. At least once annually, Contractor shall conduct a Route Review for each Contractor Route. The Route Review shall consist of viewing containers for prohibited container contaminants on the Contractor Route. The number of containers to view shall be based on the number of refuse accounts provided service by a specific Contractor Route for one week as set forth in the table below. For example, "Route A" collects refuse from 250 accounts per day, 4 days per week, for a total of 1,000 accounts per week; Contractor shall include a minimum of 25 accounts for Route Review of "Route A." For each Route Review of a Contractor Route, Contractor shall inspect at least the following minimum number of containers but may inspect more if Contractor deems necessary; and shall inspect all containers placed for collection (including Recycling Containers, Organics Containers, and Refuse Containers). Each inspection shall involve lifting the container lid and observing the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select the containers to be inspected at random, or, if mutually agreed in writing with the District, by any other method not prohibited under 14 CCR Section 18984.5. This Section does not require Contractor to annually inspect every container on a Contractor Route. Contractor shall include the results of each Route Review in its next regularly scheduled report to the District, as required by Section 14.6.

<u>Route Size (# refuse accounts/ week)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

13.4.2. Notice of Contamination. If Contractor observes Prohibited Container Contaminants in a container during a Route Review comprising 10 percent or more of observable container volume, Contractor shall notify the customer of the

13.4.3. violation in writing. The written notice shall include information regarding the requirement to properly separate materials into the appropriate containers. The notice may be left on the customer's container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the customer within 30 days. The notice shall be provided in English and Spanish and must be approved, prior to transmittal to customer, in writing by the District.

### 13.5. **Education & Outreach**

13.5.1. Contractor shall provide the following to all its customers under the Agreement: (a) information on the customer's requirements to properly separate materials into appropriate containers; (b) information on methods for the prevention of Organic Waste generation, recycling Organic Waste on-site, sending Organic Waste to community composting, and any other local requirements regarding Organic Waste; (c) information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by the Agreement; (d) information regarding how to recover Organic Waste; and (e) information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Waste.

13.5.2. The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

13.5.3. Educational materials provided pursuant to the above shall be translated into Spanish.

13.5.4. Contractor shall provide educational materials to customers discovered to be out of compliance with 14 CCR Section 18985.1 requirements and report a list of such customers as well as actions taken to the District on a periodic basis as required by the District.

13.6. **SB 1383 Regulations Reporting.** Contractor shall provide the following materials and information to the District by March 1 of each calendar year to cover the entire previous calendar year:

13.6.1. For materials and information provided by Contractor to customers pursuant to Section 13.5 above:

13.6.1.1. Copies of all such materials and information including, but not necessarily limited to flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages.

13.6.1.2. The date the materials or information was disseminated or the direct contact made. For website and social media postings, this shall be the date publicly posted.

13.6.1.3. To whom the materials or information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.

13.6.2. For Route Reviews:

- 13.6.2.1. The date the review was conducted.
- 13.6.2.2. The name and title of each person conducting the review.
- 13.6.2.3. A list of the account names and addresses covered by the review.
- 13.6.2.4. A description of each Contractor Route reviewed, including Contractor's route number and a description of the Contractor Route area.
- 13.6.2.5. The results of Route Review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken.
- 13.6.2.6. Copies of any educational materials issued pursuant to such reviews.

13.6.3. Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:

- 13.6.3.1. Copies of the form of each notice issued to customers for Prohibited Container Contaminants, as well as, for each such form, a list of the customers to which such notice was issued, the date of issuance, the customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
- 13.6.3.2. The number of times notices were issued to customers for Prohibited Container Contaminants.
- 13.6.3.3. The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

13.6.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

13.6.5. Reports to the District on customers discovered to be out of compliance with 14 CCR Section 18984.5(b), including a list of the customers, the type of violation, actions taken to educate those customers, and contact information for those customers.

13.7. **Enforcement of SB 1383 Regulations.** Pursuant to 14 CCR Sections 18988.1 and 18988.2, Contractor is responsible for delivery of all Solid Waste to properly permitted disposal facilities, transfer stations, recyclable materials processing facilities, and organics processing facilities. Failure to comply with this provision may result in the levy of an Administrative Charge or Penalty, and may result in Contractor being in default under this Agreement. Contractor shall comply with its obligations under this Agreement and the obligations that by operation of law are imposed upon it directly pursuant to 14 CCR, Division 7, Chapter 12.

**14. COMPLIANCE WITH LAW.** The Contractor shall bear sole responsibility for and shall comply with all local, state and federal laws, ordinances, regulations, standards and orders relating to the collection,

transportation and disposal of trash, and the nature and conduct of the Contractor's work, whether currently in effect or hereafter enacted, including, but not limited to:

- 14.1. Fair employment practices and non-discrimination;
- 14.2. Occupational safety and health (OSHA);
- 14.3. Licensing and operation of the motor vehicles used in the Contractor's business; and
- 14.4. Operation of the Contractor's solid waste collection and disposal business.

**15. CONTRACTOR'S NAME.** The Contractor shall not use the words "Channel Islands Beach" or "Community Services District" or like words in its name or on its equipment.

**16. PERFORMANCE BOND.**

- 16.1. Upon execution of this Agreement, the Contractor shall file with the District and shall thereafter, during the term of this Agreement, maintain in full force and effect, a surety bond or other adequate surety in a form satisfactory to the District in the amount of Twenty-Five Thousand Dollars (\$25,000) for the Contractor's faithful performance of this Agreement.
- 16.2. The Contractor's performance bond shall be so conditioned that if the Contractor fails to comply with any one (I) or more of the provisions of this Agreement, then there shall be recoverable, jointly and severally from the Contractor in surety, any damage or loss or costs suffered or incurred by the District as a result thereof, including attorney fees and costs of any action or proceeding, and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default up to the full principal amount of such bond.
- 16.3. Such bond shall not be canceled, altered or allowed to lapse without at least thirty (30) days' prior written notice to the District Manager by the surety.
- 16.4. Failure to file or maintain such performance bond shall be deemed a breach of this Agreement and shall be grounds for termination of this Agreement by the District.

**17. PERFORMANCE STANDARDS.** In order to be eligible for a rate adjustment the Contractor must demonstrate in a format acceptable to the District the following:

- 17.1. Contractor is meeting diversion standards as established by this Agreement.
- 17.2. Contractor is in compliance with customer service standards as established by this Agreement.
- 17.3. All reports required by this Agreement are maintained and/or provided in a timely manner to the District.
- 17.4. Contractor is not in breach of this Agreement.
- 17.5. All payments due to the District pursuant to this Agreement are current.

**18. INSURANCE.**

- 18.1. **Minimum Limits.** Concurrently with the execution of this Agreement, and at all times during its existence, the Contractor shall maintain in full force and effect, at the Contractor's sole cost and expense, a general comprehensive public liability insurance policy or policies, including coverage for premises operations, explosion and collapse hazard, underground hazard, contractual



insurance, broad-form property damage, independent contractor's and personal injury and automobile liability comprehensive form, in protection of the District, its officers, directors, agents and employees, with an insurance company licensed to do business within the State of California approved by the District Manager and in a form satisfactory to the District Manager, protecting the District and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of the Contractor under this Agreement, with the following minimum limits:

**Bodily Injury:**

\$3,000,000 each person

\$3,000,000 aggregate operations

\$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

- 18.2. **Certificate of Insurance.** The District shall be named as an additional insured in all of said insurance policies. The Contractor shall file (a) valid and unexpired certificate(s) of insurance with the District Manager concurrently with the execution of this Agreement. Such policies shall contain a provision that the insurance thereby evidenced shall not be canceled, allowed to lapse or expire or be reduced in amount during the term of this Agreement, unless the District Manager is given at least thirty (30) days' notice in writing by the insurer prior to any such cancellation, lapse, expiration or reduction in coverage. A lapse of the minimum insurance required by this provision for any reason shall be deemed a breach of this Agreement and shall be grounds for automatic termination of this Agreement by the District.
- 18.3. **Endorsements.** Said insurance policy or policies shall contain the following endorsements:
- 18.3.1. The naming of the District as an additional insured as herein provided shall not affect any recovery to which the District would be entitled under this policy if not named as such additional insured;
  - 18.3.2. The District as an additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof;
  - 18.3.3. The District as an additional insured named herein shall not, by reason of being so named, be considered a member of any mutual insurance company for any purpose whatsoever; and
  - 18.3.4. Any other insurance held by the District shall not be required to contribute anything toward any loss or expense covered by the insurance which is referred to by this certificate.
- 18.4. **Increase in Coverage.** At any time during the term of this Agreement, the District may, based upon requirements of the District's liability insurance carrier(s) or upon increases in minimum

contractor liability insurance limits in neighboring public entities with jurisdiction over trash collection, request the Contractor to increase the amount of insurance coverage over the minimum limits specified in subsection 17.1. In the event of such a request, the parties agree to negotiate, in good faith, the amount of such an increase, recognizing the Contractor's cost in procuring such expanded coverage.

19. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall, at all times, keep fully insured, at the Contractor's own expense, all persons employed by the Contractor in connection with the performance of this Agreement as required by the provisions of the California Labor Code relating to Worker's Compensation and Insurance. The Contractor shall indemnify, defend and hold the District free and harmless from all liability arising by reason of injuries of any employees of the Contractor incurred in the course of employment hereunder. The Contractor shall file and maintain certificates with the District showing said insurance to be in full force and effect at all times during the term of this Agreement. No work shall be done by the Contractor during any period when the Contractor is not covered by insurance as required herein.
20. **INDEMNITY AND HOLD HARMLESS.** The Contractor shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from all liability of whatever kind or character, including, but not limited to, damages for injury or death or damage to persons or property, and regardless of the merit of the same and against all liability to others and against any loss, cost and expense resulting or arising out of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs or per diem expenses, travel and transportation expenses, or other costs or expenses, arising out of or pertaining to the exercise of or the enjoyment of this Agreement, whether such performance be by the Contractor or anyone directly or indirectly employed by the Contractor, and whether such damages accrue or are discovered before or after termination of this Agreement.
21. **NON-WAIVER.** The District's consent to or omission to object to any act in violation of this Agreement, or any omission by the Contractor to perform when and as provided by this Agreement, shall not constitute a waiver of any provision of this Agreement nor a waiver of the right, exercised reasonably, of the District to require proper performance in full of any provision of this Agreement.
22. **AUDIT.** The District shall have the right of review and audit of the Contractor's financial books and records, disposal tipping fees, and tonnage slips. The District shall have the right, upon not less than seven (7) days written notice, to review the Contractor's financial books and records. The cost of any reproduction or production of said records shall be borne by the Contractor. The District shall also be provided with disposal tipping fees and tonnage slip information. The District shall keep said audit information confidential to the extent allowed by law.
23. **ASSIGNABILITY.**
  - 23.1. **No Assignment Without Consent.** None of the Contractor's rights, privileges or obligations herein granted or authorized shall be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person through the sale of stock or otherwise, either by act of the Contractor or by operation of law, without the prior written consent of the District. Consent may be withheld for any reason by the District in its sole discretion. The granting of such consent shall not render unnecessary any subsequent consent.

- 23.2. **Change in Control.** The Contractor shall promptly notify the District of any proposed change in control and/or ownership of the Contractor with respect to which the consent of the District is required. Such change in control shall make this Agreement null and void unless and until the District shall have consented in writing thereto. For purposes of determining whether it will consent to such change, transfer or acquisition of control, the District may inquire into the qualifications of the prospective controlling party and the Contractor shall assist the District Manager in any such inquiry. The District may condition such transfer upon terms and conditions it deems appropriate. For purposes of this Section, a presumptive change in control and/or ownership will exist upon sale or transfer of fifty percent (50%) or more of the Contractor's ownership stock, interest or other control.
- 23.3. **Document Evidencing Change in Control.** At least sixty (60) days prior to any transfer as heretofore described, the Contractor shall file with the District, a copy of the deed agreement, mortgage, lease or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Contractor.
- 23.4. **Transfer Void Unless Approved.** Every such transfer, as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless the Contractor shall have filed such certified copy as is required and the District has given its approval.
- 23.5. **Termination.** Failure to obtain the approval of the District as provided herein, shall entitle the District to terminate this Agreement effective thirty (30) days from the date the District provides the Contractor with written notice of disapproval and termination.

#### **24. REPORTS REQUIRED.**

- 24.1. **Periodic Reports.** The Contractor shall provide the District Manager, at the times and in the form prescribed by the District Manager, such reports with respect to the Contractor's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the Contractor or the District in connection with this Agreement.
- 24.2. **Contents.** Such reports shall include, but not be limited to, the following matters, which shall be submitted to the District Manager not later than sixty (60) days following the District Manager's request for same:
- 24.2.1. An up-to-date list of all trucks used for collection and disposal of trash within the District, including the make, type, year, license number, identification number and ownership;
  - 24.2.2. The names, titles and addresses of the owners, partners, officers, directors and shareholders of the Contractor;
  - 24.2.3. The names and titles of all of the Contractor's employees providing trash collection and disposal services to the District;
  - 24.2.4. A description of all cases of property damage and personal injury that have occurred while providing trash services for the District within the last year;
  - 24.2.5. A description of all traffic citations received by the Contractor or its employees in the past year;
  - 24.2.6. Workers' Compensation Experience Modification Factor for the current year; and
  - 24.2.7. Any reports required in conjunction with Section 12 of this Agreement.

- 24.3. **Pre-Printed Forms.** The Contractor shall develop, utilize and deliver to the District, on a regular basis, a pre-printed form recording those instances where property or properties within the District are in violation of the trash volume limitations set forth in the Ordinance.
- 24.4. **Quarterly Reports.** Within thirty (30) days after the end of each calendar quarter, beginning October 1, 2022 (the first report being due November 30, 2022), the Contractor shall provide the District with a written report which shall include:
- 24.4.1. Total tonnage of trash collected; and
  - 24.4.2. Other information as specified by the District Manager.

## **25. RIGHTS AND POWERS RESERVED TO THE DISTRICT.**

- 25.1. At all reasonable times, the Contractor shall permit the District Manager to examine all property of the Contractor, and to examine and transcribe any and all records kept or maintained by the Contractor under the Contractor's control which pertain to this Agreement, including, but not limited to, all of the Contractor's financial records and accounts.
- 25.2. Neither this Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental rights or powers of the District. The Contractor expressly acknowledges and agrees to the provisions of Sections 18 and 24 of the Ordinance.
- 25.3. The District's Board of Directors may do all things which are necessary and appropriate in the exercise of the District's jurisdiction under this Agreement and may determine any question of fact which may arise during the existence of this Agreement.
- 25.4. The District Manager is hereby authorized and empowered to adjust, settle or compromise any controversy or charge arising from the operations of the Contractor under this Agreement, either on behalf of the District, the Contractor, or any property owner or occupant, in the best interests of the public. Either the Contractor, or any owner or occupant of property within the District, who may be dissatisfied with any decision of the District Manager, may appeal the matter to the Board of Directors for hearing and determination. The Board of Directors may accept, reject or modify the decision of the District Manager, and the Board of Directors may adjust, settle or compromise any controversy or cancel any charge arising from the operations of the Contractor.

## **26. ADMINISTRATIVE REMEDIES; TERMINATION**

- 26.1. **Notice of Deficiencies; Response.** If the District Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement or any applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of Solid Waste and Hazardous Waste, the District Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The District Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) Days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. The District shall approve reasonable requests for additional time.

26.2. **Review by District Manager.** The District Manager shall review any written response from Contractor and decide the matter. If the District Manager's decision is adverse to Contractor, the District Manager may order remedial actions to cure any deficiencies, assess the performance bond or invoke any other remedy in accordance with this Agreement and, in the event the District Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The District Manager shall promptly inform Contractor of the District Manager's decision. In the event the decision is adverse to Contractor, the District Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the District Manager's decision and any remedial action taken or ordered. An adverse decision by the District Manager shall be final and binding on Contractor unless Contractor delivers a "Notice of Appeal" to the District Board of Directors within thirty (30) days of receipt of the notification of the adverse decision by the District Manager. The Notice of Appeal shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit

26.3. **Board of Director Hearing.** If a matter is referred by the District Manager to the Board of Directors, or an adverse decision of the District Manager is appealed to the Board of Directors by Contractor, the Board of Directors will set the matter for an administrative hearing and act on the matter. The District shall give Contractor at least fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the Board of Directors shall consider the administrative record, consisting of the following:

- a. A Staff Report by the District Manager, summarizing the proceedings to date and outlining the Board of Director's options;
- b. The District Manager's Notification of Deficiencies;
- c. Contractor's response to the Notification of Deficiencies;
- d. The District Manager's written notification to Contractor of adverse decision; and
- e. Contractor's Notice of Appeal.

Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard

26.4. **Board of Director Determination.** Based on the administrative record, the Board of Directors shall determine by resolution whether the decision or order of the District Manager should be upheld. If, based upon the administrative record, the Board of Directors determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the Board of Directors, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The Board of Directors may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination by the Board of Directors. The decision or order of the Board of Directors shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Article 28. With the exception of draws on the performance bond, the execution of any of the District's remedies under this Article shall be stayed until Contractor has exhausted its appeals under this Article and Article 27

26.5. **Cumulative Rights.** The District's rights of termination are in addition to any other rights of the District upon a failure of Contractor to perform its obligations under this Agreement

27. **APPEAL TO JUDICIAL COURT.** Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedures set forth in Article 27, if applicable, may appeal a disputed matter to the appropriate Judicial Court having jurisdiction pursuant to California Code of Civil Procedure section 1094.5.

28. **ADDITIONAL REMEDIES.** In addition to the remedies set forth above, District shall have the following rights in the event of Contractor's material breach and failure to cure following written notice from the District and as provided in Article 26:

28.1. The right to contract with others to perform the services otherwise to be performed by Contractor; and

28.2. The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Contractor, District may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof. These listed additional remedies shall not be exclusive.

29. **NOTICES.**

29.1. All notices or correspondence required to be given under this Agreement or otherwise shall be given by placing such notices in the United States mail, by first-class mail, postage prepaid, addressed to the parties at their respective addresses:

**District:**

Channel Islands Beach Community Services District 353 Santa Monica Drive  
Channel Islands, CA 93035-8598

**Contractor:**

E. J. Harrison and Sons, Inc. 5275 Colt Street  
Ventura, CA 93003

29.2. All such notices shall be deemed given on the day deposited in the United States mail in the manner specified above.

30. **SEVERABILITY.** If any term, covenant, condition, section or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

31. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, representatives, assigns and successors-in-interest of the parties hereto, subject, however, to the provisions of Section 22 herein.

32. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the District and the Contractor. This Agreement may be modified or altered only by an instrument in writing signed by

both the District and the Contractor. No prior or contemporaneous oral understandings or agreements between the parties not incorporated within this Agreement shall be binding upon the parties.

**33. CALIFORNIA LAW.** This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any lawsuit or action brought or commenced under this Agreement shall be litigated in the Superior Court for the County of Ventura, in accordance with the jurisdictional limits of the respective courts.

DATED: \_\_\_\_\_, 2022

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a governmental entity formed pursuant to California Government Code Section 61000, et seq.

BY: \_\_\_\_\_  
"District"

DATED: \_\_\_\_\_, 2022

E.J. HARRISON AND SONDS, INC, a California Corporation

BY: \_\_\_\_\_  
"Contractor"

Type	times per week		1	2	3	4
	Size	Price/Month	Price/Month	Price/Month	Price/Month	Price/Month
Trash	3 yard	\$189.47	\$292.11	\$394.73	\$497.36	
Trash	1.5 yard	\$127.63	\$211.88	N/A	N/A	
Organics	1.5 yard	\$150.00				

Commercial Bin Recycling is provided at no additional charge

Locking Bins additional \$2.50/month

Extra Dumps	Size	Price	Notes
	3 yard/1.5 yard	\$70.23	each

**Special Service**

Push Out Service Monthly Rate	\$35.00	per bin/per p/u per week
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**COMMERCIAL C Times per week** **1**

Type	Size	Price/Month
Trash	96 Gallon	\$45.23
Recycle	96 Gallon	\$12.56
Organics	32/64 gallon	\$50.00 <b>per cart</b>



5

**Price/Month**

                      
                      
\$601.31

N/A

**Exhibit A**

<b>Types</b>	<b>Description</b>	<b>Price/Month</b>	<b>Notes</b>
Standard Service	64 gallon trash, 64 gallon recycle, 32 gallon organics	\$28.07	
Minimum Service	32 gallon trash, 64 gallon recycle, 32 gallon organics	\$26.20	
<b>Other Fees</b>			
	Standard Walk-in Service	\$43.94	
	Additional Walk-in Service	\$21.67	
	Additional 64 gallon trash	\$14.64	
	Re-Start Fees	\$15.00	
	Extra Recycle Barrel	\$3.14	
	Extra Recycle Barrel	\$6.31	walk in service
	Damage to Container	\$55.79	
	return check fee	\$24.80	
<b><u>Bin Rentals</u></b>			
	Dump Fee	\$103.14	per dump
	Rent after 7th day	\$3.00	after 7 days
<b><u>Roll Offs</u></b>			
	Delivery	\$52.95	
	Hauling	\$175.28	
	Dump/Gold Coast	Current tip fee	per ton
	Processing Fee	Current tip fee	per ton
	C&D Gold rate	\$20.00	per ton
	Rent after 3rd day	\$3.00	after 3 days
	CIWIMP tax	\$0.50	per ton
	Calwood	Current tip fee	per ton
	Overweight Fee	\$32.96	per ton
<b><u>Extra Hauls</u></b>			
	<b>2 free per year/one time after 2 free additional</b>	-	
	Extra Pickup 64 gallon trash	\$9.71	
	Cabinet Televisions	\$25.00	each
	Mattress or Box Springs	\$25.00	each
	Couches	\$25.00	each
	Stuffed Chair	\$25.00	
	Stove (2 burner)	\$25.00	
	Stove (4 burner)	\$30.00	
	Water Heater (50-60 Gallon)	\$30.00	
	Water Heater (80-100 Gallon)	\$35.00	
	Washer or Dryer	\$25.00	
	Refrigerator (19cu ft/below)	\$35.00	
	Refrigerator (over 19 cubic ft)	\$40.00	



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156  
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**Regular Board Meeting, June 14, 2022**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Resolution No. 22-09 Recognizing Jimmy Hampton (EJ Harrison and Sons)  
**Item No.** F-4

**RECOMMENDATION:**

1. The Board to consider and approve Resolution No. 22-09 to commend, recognize, and extend its gratitude to Mr. Jimmy Hampton (EJ Harrison & Sons) for his dedicated service to the District.
2. If approved, direct District Board President and General Manager to present to Mr. Hampton at a future EJ Harrison Board meeting on behalf of the District Board, staff, and its community members.

**ATTACHMENT:**

1. Resolution No. 22-09



Board of Directors:

JARED BOUCHARD, President  
MARCIA MARCUS, Vice President  
KRISTINA BREWER, Director  
SEAN DEBLEY, Director  
BOB NAST, Director

PETER MARTINEZ  
General Manager

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## RESOLUTION NO. 22-09

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT HONORING THE OUTSTANDING PUBLIC SERVICE OF JIMMY HAMPTON

**WHEREAS**, Jimmy Hampton has served the Channel Islands Beach Community Services District, Staff, and Community since 2008; and

**WHEREAS**, Jimmy Hampton has consistently proven himself to be a diligent and dedicated extension of the Channel Islands Beach Community Services District staff; and

**WHEREAS**, Jimmy Hampton's positive attitude, great demeanor and willingness to assist others is a model for others to follow; and

**WHEREAS**, Jimmy's professional, friendly customer service oriented approach to problem solving has served the residents, District staff, and visitors of the Channel Islands Beach Community Services District in a unique way that provides a positive reflection of the District; and

**WHEREAS**, the Board of Directors of the Channel Islands Beach Community Services District takes this opportunity to recognize the outstanding customer service provided by Jimmy Hampton demonstrated through his passion and continued willingness to go above and beyond for the customers of the District.

**NOW, THEREFORE**, the Channel Islands Beach Community Services District resolves: to commend, recognize, and extend its gratitude to Mr. Jimmy Hampton for his dedicated service to the District.

PASSED AND ADOPTED THIS 14<sup>TH</sup> day of June 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

Peter Martinez

General Manager

Channel Islands Beach CSD

Jared Bouchard

President, Board of Directors

Channel Islands Beach CSD