

TRIUNFO WATER & SANITATION DISTRICT
ORDINANCE NO. TWSD-300 (Adopted 2/22/21)
ESTABLISHING POLICIES AND PROCEDURES FOR
POTABLE WATER SERVICE
OWNED AND OPERATED BY TRIUNFO WATER & SANITATION DISTRICT

WHEREAS, the Triunfo Water & Sanitation District (“District”) is duly organized and established under California Health and Safety Code Section 4700 et seq., known and cited as the “County Sanitation District Act” (“Act”); and

WHEREAS, Section 4767 of the Act authorizes the District to acquire, distribute and retail water supplies to its Customers for domestic and other uses; and

WHEREAS, the District provides retail water services to certain Customers and, in accordance with applicable law, charges those Customers certain fees designed to cover the District’s wholesale purchase of potable water from Calleguas Municipal Water District, as well as operating and maintenance expenses associated with the District’s provision of water service; and

WHEREAS, Health and Safety Code Section 4766 authorizes the District to adopt ordinances for the purpose of exercise and effect of any to its powers, or for the purposes for which it is formed, including, without limitation, an ordinance establishing policies and procedures for the District’s retail sale of water; and

WHEREAS, the District Board of Directors desires to establish policies and procedures for the District’s retail sale of water and to repeal all prior ordinances or portions of ordinances that may be in conflict with those newly established policies and procedures; and

WHEREAS, this Ordinance No. TWSD-300 (“Ordinance”) was available for public inspection and review ten (10) days prior to a public hearing and notice of the public hearing was given in compliance with applicable law; and

WHEREAS, after hearing a staff presentation, considering the testimony received at the public hearing and discussion of the issues, the Board of Directors concludes that the policies and procedures should be adopted in the best interest of the District and those customers served by the District; and

WHEREAS, this action to adopt this Ordinance is a project subject to review under the California Environmental Quality Act (“CEQA”) (Public Resource Code Section 21000 et seq.); and

WHEREAS, Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) and Section 15321 (Enforcement Actions by Regulatory Agencies) of the State CEQA Guidelines (Chapter 3 of Division 6 of Title 14 of the California Code of Regulations) provide Categorical Exemptions from CEQA. Section 15308 exempts actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Section 15321 categorically exempts actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency.

NOW, THEREFORE, the Board hereby ordains as follows:

- A.** All of the above Recitals are true and incorporated by reference herein as if set forth in full.
- B.** Ordinance No. TWSD-300 is subject to review under the California Environmental Quality Act (“CEQA”) (California Public Resource Code Section 21000 *et seq.*), but is categorically exempt from the terms and conditions of CEQA pursuant State CEQA Guidelines (Chapter 3 of Division 6 of Title 14 of the California Code of Regulations) Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) and Section 15321 (Enforcement Actions by Regulatory Agencies). The project involves actions taken by the District (i) as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, (ii) to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the District, and (iii) to adopt District ordinances which govern the District’s water system operations. There is no substantial evidence in the record of proceedings before the District Board of Directors on this project showing a reasonable possibility of a significant effect on the environment due to unusual circumstances. Therefore, the project qualifies for the categorical exemptions under 14 California Code of Regulations Sections 15308 and 15321 and is adopted on that basis.
- C.** The District Board of Directors directs that a Notice of Exemption be filed with the County Clerk of the County of Ventura in accordance with CEQA Guidelines.

IT IS FURTHER ORDAINED by the Board as follows:

ARTICLE I. WATER POLICY AND PROCEDURES

SECTION 1. SHORT TITLE

This Ordinance shall be known as the TWSD Water Policy Ordinance.

SECTION 2. DEFINITIONS

The following words as used in this Ordinance shall have the meanings set forth below unless otherwise apparent in the context in which they are used:

- a. “Applicant” means the person, association, corporation, or governmental agency applying for water service.
- b. “Board of Directors” or “Board” means the TWSD Board of Directors.
- c. “Customer” means any person, association, corporation, governmental agency, firm, or company of record receiving water service from the District.
- d. “Disabled” means any residential Customer whose health or physical condition may qualify him for special consideration. Proof of disability must be by certification from a licensed physician, public health nurse, or social worker.
- e. “District” or “TWSD” means the Triunfo Water & Sanitation District.
- f. “Metered Service” means service to Premises for which the District imposes charges

computed on the basis of measured quantities of water provided by the District to the Premises.

- g. "Nonresidential Service" means provision of water for use in connection with business, industrial or other nonresidential purposes.
- h. "Premises" means property owned or occupied by a Customer served or otherwise eligible to be served by the District.
- i. "Residential Service" means provisions of water for household purposes.

SECTION 3. GENERAL PROVISIONS

A. Application of Ordinance

This Ordinance is intended to provide for the use, maintenance, installation and construction of all water facilities hereinafter installed, altered, or repaired within the District. This Ordinance shall have no retroactive effect.

B. Relief on Application

When any person, due to special circumstances, considers any provision of this Ordinance to be unjust or inequitable as applied to his premises, he may make a written application to the Board requesting a variance of the provision in this Ordinance. Such application shall state the special circumstances and the pertinent provision shall be cited. The Board may make a motion to grant a variance or modification to the provision complained of, and said suspension or modification to be effective as to the date of the application, and to be continued during the period of such special circumstances.

C. Relief on Own Motion

The District, on its own motion, may find, due to special circumstances, that a provision of this Ordinance should be suspended or modified as applied to particular premises. It may make a motion to order suspension or modification to all or part of such premises during the period of such special circumstances.

D. District Inspector

The District may employ a qualified person or persons to inspect the installation, connection, maintenance and use of all water facilities in connection with said District.

SECTION 4. WATER SERVICE CHARGE

A water service charge shall be paid to the District in accordance with the District's fee ordinance or resolution.

SECTION 5. PUBLIC WATER LINE CONSTRUCTION

A. Subdivisions

Prior to the approval by the District of any final subdivision map, the requirements of Section 6 (Approvals and Fees) shall be fully complied with. Said map shall provide for dedication for public use of all streets, easements or rights-of-way in which public water lines are to be constructed. The developer shall construct the water lines in the subdivision or tract in

accordance with District standards, and shall thereupon offer to dedicate said public water lines to the District. Developers, property owners, and/or other applicants for service may be required to oversize water facilities to serve adjacent areas.

B. Incomplete Construction

If the map as provided for in Section 5A (Subdivisions) of this Ordinance is recorded, and the water line construction of the tract is not completed within the time limit granted by written Approval by the District (“Approval”), the District may extend the time limit, or may complete the work, and take appropriate action to enforce the provisions of the bond furnished by the subdivider.

C. Easements or Rights-of-Way

Where an easement is required for the extension of the public water line or a connection thereof, an acceptable easement or right-of-way shall be procured by the applicant and shall be dedicated to the District. Such easement or right-of-way shall be legally sufficient in form, and approved by the District prior to the laying and maintenance of such extension or connection.

D. Authorized Contractors

Public water system construction within the District service area shall be performed by authorized contractors, currently licensed by the State of California, or by the District. All terms and conditions of the District Approval shall be binding on the contractor. The requirements of this section shall also apply to service laterals installed concurrently with public water line construction.

SECTION 6. APPROVALS AND FEES

A. Approval Required

No unauthorized person shall uncover, connect with, or open into, use, alter, or disturb any public water line or appurtenance, or perform work on any water system without first obtaining written Approval from the District. Such Approval shall be posted at the work site and shall be shown upon the demand of any District authorized representative.

B. Application for Approval

Any person legally entitled to apply for and receive an Approval may make application to the District. The location, ownership, occupancy and use of the premises, and a description of the proposed nature of the work to be performed shall be provided by the applicant. Specifications, plans, drawings and other information shall be supplied to the District as deemed necessary.

C. Compliance

Approval of the application is evidenced by the issuance of the Approval. Thereafter, no change shall be made in the location of the water line, the grade, materials or other details described in the application or as shown on the approved plans and specifications, unless prior written permission is obtained from the District, or other authorized representatives.

D. Agreement

The signature of the applicant on the application shall constitute an agreement to comply with all provisions, terms and requirements of this Ordinance. The signature shall constitute an

agreement to comply with the approved plans and specifications and any further corrections or modifications as may be required by the District. Such agreements shall be binding upon the applicant and may be modified by the District after the receipt and consideration of a written request for modification submitted by the applicant.

E. Annexation Fees

The owner or owners of lands within areas to be annexed to the District shall, upon annexation to the District, pay a reasonable fee which will be determined by the Board upon application by the owner or owners. Upon annexation, this Ordinance and all rules and regulations of the District shall apply and be complied with in the manner provided.

F. Water Connection Fee

Water connection fees shall be paid in full prior to final Approval of any subdivision, planned development, special use permit, building permit, and/or prior to the commencement of any work necessary to furnish water service to any residence, building or parcel.

However, in a case where an individual owns a parcel of land larger than ten acres in size, but desires water service for only a small portion thereof, and if the District is financially able to do so, it may, at its sole option, collect water connection fees for only that portion of the parcel that is to be developed as shown on subdivision, planned development, or special use permit improvement plans. At such time as further development of the parcel occurs, the then applicable water connection fees shall be paid for the remainder.

Said water connection fee shall be in accordance with the rate effective on the date of the most recent final Approval and/or the commencement of the necessary work, whichever is later.

G. Amount of Water Connection Fee

Water connection fees shall be per the District's fee ordinance or resolution. If an upgrade to the primary resident meter is requested, then the connection fee will be the difference between the connection fee for the current meter size and the connection fee for the upgraded meter size.

H. Public Water Line Plan Check Fee

When water system plans are first submitted, a fee shall be paid to the District for all water system construction plan checking. Plan check fees shall be per the District's fee ordinance or resolution.

I. Public Water System Construction Inspection Fee

A fee shall be paid to the District for all public water line construction inspection. Water line construction inspection fees shall be per the District's fee ordinance or resolution.

Overtime inspection is defined as an inspection occurring outside regular business hours (i.e., public holidays observed by District, weekends, and workdays before 8:00 am or after 4:00 pm). The overtime inspection rate will be per the District's fee ordinance or resolution.

J. Project Completion Deposit

A deposit shall be paid to the District for either new water connection projects or upgrades to an existing water service. The Project Completion Deposit (PC Deposit) shall be per the District's

fee ordinance or resolution. The deposit shall be refunded upon final completion less any additional unanticipated costs incurred during the project (i.e., additional plan review and/or inspections).

K. Initial Deposit

A deposit shall be paid at the time of application for either water connection projects or upgrades to an existing service. The Initial Deposit shall include the Application Fee, PC Deposit, Plan Check Fee, Construction Inspection Fee, Connection Fee (if applicable), and miscellaneous fees (if applicable) related to the project. If it is determined that the Initial Deposit is insufficient to recover actual costs, District staff will scope the work remaining on the project and calculate an additional subsequent deposit. At the completion of the project, or if the application is withdrawn or not approved, the difference between the deposited amount and the actual costs shall be refunded to the applicant within 180 days.

L. Contract and Bonds – Public Water System Construction

1. **Contract.** A written contract satisfactory to the District shall be submitted prior to Approval to construct any public water system connection thereof.
2. **Bonds.** A faithful performance bond and materials & labor bond or cash, each in the amount equivalent to the total estimated cost of the work, shall be furnished by the applicant to the District, prior to Approval for public water system construction. Such bond shall be secured by a surety bond or sureties satisfactory to the District. The Faithful Performance Bond, or cash deposit, shall be conditioned upon the full performance of all the terms and conditions of the Approval. It shall guarantee correction of faulty workmanship and replacement of defective materials for a period of one (1) year after date of acceptance of the work by the District.

M. Disposition of Fees

All fees collected or received by the District shall be deposited promptly with the proper authority as provided by the District to receive such funds.

N. All Costs Paid by Owner

All costs and expenses incident to or arising out of the installation and connection of any water system or other work for which an Approval is required, shall be at the expense of the owner. Said owner shall indemnify the District from loss or damage directly or indirectly caused by the work.

O. Outside Water Systems

Permission to connect any lot or parcel of land outside the District to any public water system under the jurisdiction of the District shall only be granted by Approval. The applicant shall enter into a written contract satisfactory to the District whereby he shall bind himself, his heirs, successors, and assigns to abide by all Ordinances and rules and regulations regarding the use of such water. The applicant shall pay all fees and a monthly service charge set by the District for the use of such water. The granting of permission for water service for property outside the District shall be optional with the Board. Where special conditions exist relating to property located outside the District, a special contract as approved by the District shall be consummated between the applicant and the District.

P. Liability

The applicant shall be solely liable for any defects or failure during performance of the work or any failure which may develop therein. The District, its officers, agents and employees, shall not be answerable for any liability, death or injury to persons, or property damage due to, or arising out of, the performance of the work by the applicant. The applicant shall answer for and save the District, its officers, agents and employees from all liabilities imposed by law, including all costs, expenses, fees and interest incurred in seeking to enforce this provision.

SECTION 7. ENFORCEMENT

A. Time Limit – Approvals

If the work granted by District Approval is not commenced within 18 months from date of issuance, or is discontinued for a period of ninety (90) days after partial completion, the Approval shall be void. No further work shall be undertaken until a new Approval has been secured by proper application. The work shall be completed within the calendar days for completion as specified by the new Approval.

B. Violation

Any person found to be in violation of any provision of this or other Ordinance of the District, shall be served with written notice by the District or other authorized representative. Such written notice shall state the nature of the violation and provide reasonable time limit for correction thereof. Said time limit shall not be less than two (2) nor more than seven (7) working days. Within the time period stated in the notice, all violations shall permanently cease. All persons shall be strictly liable for the acts of their agents and employees performed under the provisions of this or any other ordinance or rules & regulations of the District. Upon notification by the District of any defect arising in any water system, or notification of any violation of this Ordinance, corrections shall immediately be effected by the person or persons in charge of said work.

C. Public Nuisance

Continued habitation of any building, or continued operation of any industrial facility in violation of the provisions of this or any other ordinance or rules and regulations, is hereby declared a public nuisance. Proceedings may be brought by the District to abate such nuisance during the period of violation.

D. Disconnection

The alternate method of enforcing the provisions of this or any other Ordinance or rules and regulations of the District, shall be as follows: The District shall have the power to disconnect the user or subdivision water system from the water mains of the District. Upon disconnection, the District shall estimate the cost of disconnection and reconnection. Such user shall deposit said estimated cost prior to reconnection to the system. The District shall refund any part of the deposit remaining after payment of the aforementioned costs.

E. Public Nuisance Abatement

During the period of disconnection, human habitation of such premises shall constitute a public nuisance whereupon the District shall initiate proceedings for the abatement of said nuisance during the disconnection. Reasonable attorney's fees and costs of suit of any action brought shall be paid the District as a condition precedent to reconnection.

F. Means of Enforcement

The District declares the foregoing procedures are established as a means of enforcing the provisions of this and any other ordinance or rules and regulations of the District, and not as a penalty.

G. Misdemeanor

The violation of any ordinance or rules and regulations of the District by any person shall be punishable in accordance with the laws of the State of California.

H. Liability for Violation

The violation of any provision of this Ordinance, or rules and regulations of the District, by any person shall cause him to be liable to the District for any expense, loss or damage caused the District by reason of the violation.

SECTION 8. MISCELLANEOUS PROVISIONS

A. Protection from Damage

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which constitutes a part of the District water works. Any person in violation of this provision shall be subject to the penalties provided by law.

B. Authority of Inspectors

The officers, inspectors, General Manager or any other duly authorized employee of the District, shall wear or carry an official badge of office, or other evidence, which establishes his position as such. Upon the exhibition of proper credentials and identification, he shall be permitted to enter into residential, commercial, institutional and industrial facilities for the purposes of inspection, observation, measurement, sampling, testing, or otherwise performing the necessary duties pursuant to the enforcement of the provisions of this or any other ordinance or rules and regulations of the District.

C. Owner's Responsibility

The owner shall be responsible for installing, maintaining, and replacement of the water system downstream of the District's meter.

ARTICLE II. SERVICE AND BILLINGS

SECTION 1. DESCRIPTION OF SERVICE

A. Quantities

The District will endeavor to supply water dependably and safely and in adequate quantities to meet Customers' reasonable needs and requirements. The District will not be liable for interruptions of service, shortage, or inadequacy of supply.

B. Pressures

The District will endeavor to maintain adequate service pressures as further defined in the County of Ventura Public Works Water Design and Construction Standards to those properties located within the water system. In the event that any Customer or the District deems that the pressure is inadequate, then the Customer shall furnish and maintain at his expense whatever devices are necessary to boost the pressure for his premises. In the event water pressure are deemed to be excessive by either the Customer or the District, then the Customer shall furnish and maintain at his own expense such devices as may be required to protect his plumbing and/or to reduce the pressures.

The District shall not be responsible for maintenance of water pressure at all times nor maintenance of water pressure for Customers located at high elevations beyond normal District water pressure. The Customer shall be responsible for the following:

1. Operation and maintenance for any on-site pumping booster equipment where such equipment is on the Customer's side of the meter and is intended to boost the water pressure.
2. The setting and maintenance of the pressure regulator that is normally installed by the contractor in the areas of high pressure to protect house/building plumbing. In general, such a device shall be installed wherever the service pressure exceeds eighty (80) pounds per square inch (psi).
3. Design landscape irrigation and building plumbing systems for reasonable expected pressure after consideration of the District's master plans for water systems. Unless specific information is known to the contrary, those Customer systems should be designed to operate properly at a minimum of forty five (45) psi.

C. Quality

Potable Water provided by the District meets or exceeds all primary drinking water requirements set forth by the California Department of Public Health. District water does contain minerals that contribute to "hardness". Hardness may result in the accumulation of mineral deposits of water appliances. The District is not liable for any discoloration, spotting or any other damages resulting from the mineral content of the water.

SECTION 2. APPLICATION FOR SERVICE

A. Application for Service

Each applicant for service may be required to sign, on a form provided by the District, an application which will set forth:

- a. Date of application.
- b. Service address.
- c. Date Applicant will be ready for service.
- d. Name of Applicant.
- e. Address to which bills are to be mailed or delivered.

- f. Whether Applicant is owner, tenant of or agent for the premises.
- g. Driver's license or social security number.
- h. Contact information.
- i. Such other information as the District may reasonably require.

B. Joint and Several Liability

Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

C. Change in Customer's Equipment or Operations

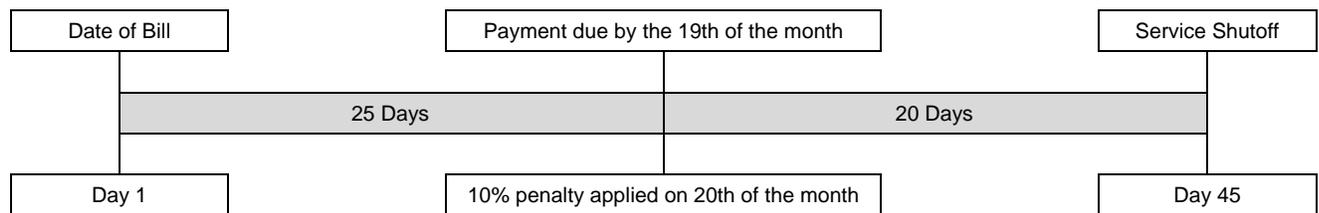
Customers making any change in operations on their premises requiring substantial increases in the rates of water flow through District facilities shall immediately give the District written notice of the nature of the change.

SECTION 3. SPECIAL INFORMATION REQUIRED ON FORMS

A. Bill for Service

The following language will be printed on each bill for service in substantially the following language (excluding the illustration):

"All charges are due and payable when presented. Prompt payment at the District office located at 1001 Partridge Drive #150, Ventura, CA 93003-0704 is required. Payments may be made by mail; however, it is the Customer's responsibility to see that his/her payment reaches the District office on time. Charges will become delinquent if payment is not received within 25 days of the billing date. Any balance carried forward to the following (second) billing will incur a 10% late payment penalty. Service will be discontinued if payment is not received within 45 days after the billing date of the original statement. The following illustration is provided for clarification of the District's policy.



If the outstanding balance is carried forward to a third billing, an additional 1.5% penalty will be incurred on all outstanding charges, including any unpaid late payment fees. Such penalty shall continue thereafter at 1.5% per month on the outstanding balance until the entire amount is paid.

Questions regarding charges should be addressed to District staff at (800) 613-0901. If a satisfactory explanation is not received and charges are still questioned, the Customer should, in accordance with policies and procedures adopted by the District, contact the District Director of Finance at 1001 Partridge Drive, Suite 150, Ventura, CA 93003-0704."

In accordance with the policies and procedures established by this Ordinance, the Director of Finance will review issues related to any disputed bill. Any other concerns regarding District water service other than disputed bills should be addressed directly to the General Manager or Board of Directors at 1001 Partridge Drive, Suite 150, Ventura, CA 93003-0704.

B. Penalty/Discontinuance of Service Notice

Monthly bills (no balance carried forward) will be blue in color and have substantially the following message printed on the front of the bill:

“Payment must be received no later than the 19th of the month this bill is issued to avoid late fees.”

Accounts that have an outstanding balance will receive a red bill for the outstanding balance plus the current month’s charges with substantially the following message printed on the front of the bill:

“ATTENTION! Outstanding balance and current charges must be received by MM/DD/YY to avoid \$30 Shut-off Notice fee and to prevent service interruption. NO FURTHER NOTICE WILL BE GIVEN.”

SECTION 4. NOTICES

A. Notice to Customers

1. Written Notice

Notice to a Customer will normally be in writing and, depending on the type of notice, will either be delivered or mailed to the Customer’s last known address.

2. Exception to Written Notice

In emergencies or when circumstances warrant, the District where feasible, will endeavor to promptly notify the Customer affected and may make such notification orally, either in person or by telephone.

3. Notice of Discontinuance of Service

- a. The District shall post in a conspicuous location at the Premises, a Notice of Discontinuance of service at least 48 hours prior to discontinuation.
- b. For Disabled Customers who have properly notified the District in accordance with this Ordinance, the District shall provide at least 48 hours’ Notice of Discontinuance by telephone or in person. For these Customers, if personal contact cannot be made, a Notice of Discontinuance of service shall be posted in a conspicuous location at the service address at least 48 hours prior to discontinuance.
- c. District procedures for discontinuance and restoration of service are outlined in further detail in this Ordinance.

B. Notice from Customers

1. A Customer may give notice to the District in person, by telephone or by letter. Letters may be addressed as follows: Triunfo Water & Sanitation District, 1001 Partridge Drive, Suite 150, Ventura, CA 93003-0704. Notice may also be given in writing directly to an authorized representative of the District.
2. Prior to being eligible for any special notice considerations set forth in this Ordinance related to a Customer's status as Disabled, the Customer must present the District with documentation substantiating to the satisfaction of the District the Customer's disabled status.
3. Disabled Customers who desire that notifications from the District be sent to a third-party must, in addition to other applicable requirements set forth in this Ordinance, provide the District with a letter signed by both the Customer and the third-party authorizing the third-party to receive said notifications. Receipt of a Customer's notifications by a third-party shall not relieve the Customer from financial responsibility for the provision of water service by the District.

SECTION 5. PROVISION AND PAYMENT OF BILLS

A. Provision of Bills

Bills for water service will be provided by the District to each Customer on a monthly basis, unless otherwise provided in the current Ordinance governing the District rate schedule.

1. Metered Service

- a. Meters will be read on the 11th day of each month for the preparation of periodic bills, and as required for the preparation of opening bills, closing bills, and special bills.
- b. It may not always be practicable to read meters at intervals which will result in billing periods of an equal number of days.
 - 1) Should a monthly billing period contain less than 28 days or more than 32 days a pro rata correction in the amount of the bill will be made.
 - 2) For billing periods other than monthly, adjustments will be made proportionate to that for a monthly billing period.
- c. Bills for metered service will show at least the reading of the meter at the end of the period for which the bill is rendered, the meter constant, if any, the number and kinds of units, and the date of the current meter reading.
- d. Each meter on a Customer's premises will be considered separately and the readings of two or more meters will not be combined, except where combination of meter readings is specifically provided for in the applicable rate schedule, or where operating convenience or necessity requires the District to use more than one meter or a battery of meters. In the latter case, the monthly minimum or readiness-to-serve charge will be prorated from the monthly minimum or readiness-to-serve charge of the applicable rate schedule upon the basis of a meter size equivalent in diameter to the combined discharge areas of such meters.

2. Deposit

Deposits are required on all new Customer accounts at the start of service as prescribed in the District's fee schedule. Deposits are due upon application. Such deposit will appear on the Customer's first billing. Regardless of the foregoing, the District may contractually negotiate a deposit amount with a given Customer that differs from that set forth in the District's fee schedule, where a different deposit amount is in the best interest of the District. In lieu of deposits, a Customer may obtain a letter from a utility company stating that the Customer has been in good standing with the utility company for twelve consecutive months. Customers will have fourteen days to provide the utility company letter to the District.

a. Application of Deposit

- 1) Except as otherwise provided in this Ordinance or by a contract entered into between the District and a Customer, where a Customer has timely paid for water service for twelve consecutive months, the Customer's deposit shall either be credited to the Customer's account or, if the Customer requests a direct refund in writing, refunded to the Customer in the form of check.
- 2) The initial deposit shall be returned to the Customer in the form of a credit to the Customer's account provided the District receives within fourteen days from the start of service a letter from another utility company stating that the Customer has been in good standing in paying their bills on time with that utility company for twelve consecutive months.

b. Deposit for Service Disconnection

If it becomes necessary to disconnect the service of any Customer because of recurring nonpayment of bills, then such Customer shall be required to pay a deposit as stated in the District's fee schedule and will escalate based on the amount of the billing. After twelve months' consecutive timely payment of bills, said deposit shall be credited to the next bill.

c. Refund of Deposit

Upon discontinuance of service, all deposits that have not been returned or credited will be applied to the Customer's closing bill and the excess, if any, will be returned to the person in whose name the original deposit was made. If the amount to be returned is less than one dollar, no refund will be made except upon written request.

d. Abandoned Deposits

Where a Customer moves from the District service area without leaving a forwarding address and, in doing so, abandons a deposit with the District, the District shall dispose of that abandoned deposit in accordance with applicable law.

e. Deposit for Customers with an Outstanding Balance

Previous Customers whose accounts were forwarded to collections will be required to pay off their balance prior to receiving new water service. Additionally, these Customers will be charged two times (2x) the current deposit rate and be subject to

an administrative fee. The deposit and fees will be required prior to receiving new water service.

3. Proration of Bills

The charges applicable to opening periods, closing bills and bills rendered for periods corresponding to less than 28 days or more than 32 days for monthly billing periods will be computed as follows:

a. Metered Service

The amount of minimum charge (and the quantity allowed therefore) or the readiness-to-serve charge and the quantity in each of several quantity rate blocks will be prorated on the basis of the ratio of the number of days in the period to the number of days in an average billing period. The measured quantity of usage will be applied to such prorated amounts and quantities.

b. Average Billing Period

The number of days in an average billing period is defined as 365 days divided by the number of billing periods in one year (30.4 days for a monthly billing period).

B. Payment of Bills

All charges are due and payable when presented. Payments may be made by mail; however, it is the Customer's responsibility to see that his/her payment reaches the District office on time. Other payment options available include the following:

1. Online payment using credit card or e-check.
2. Phone payment using credit card or e-check.
3. Automatic debit from Customer's checking account.
4. District office located at 1001 Partridge Drive, #150, Ventura, CA 93003-0704.

Customers may call the District office or visit the District website for additional information.

C. Late Payment Penalty

Monthly bills for service will be considered past due if payment is not received within 25 days of the billing date. A 10% late payment penalty will be applied to the balance due at the time of the next (second) billing. Should the balance not be received before the subsequent (third) regular billing, an additional 1.5% late payment penalty will be applied to all outstanding charges (including unpaid late payment penalties) and continue each month thereafter until the balance is paid in full.

D. Alternative Payment Agreements

The General Manager of the District may agree to alternative payment schedules designed to assist Customers in avoiding discontinuance of service; however, late payment penalties will be assessed in accordance with this Ordinance, and may not be waived by any agreement for an alternative payment schedule. Alternative payment agreements must be made in advance of service interruption and may extend for up to six months. In all cases, current charges must be

paid in full each month along with the full amount set forth in the alternative payment agreement as well as any late payment penalties assessed. Such payments must be received by the District within 25 days after each bill is mailed to avoid discontinuance of service.

E. Rental Property Payment Liability

Water bills are sent to the owner (or tenant) of the property served and he/she shall be responsible for payment. The current owner of a property shall be responsible for payment of all unpaid fees and charges not collected, or collectable, from the applicant, tenant or occupant on the parcel. If more than one occupant or tenant on a parcel of property is served, then the District shall render a single bill to the property owner. In the event of nonpayment, the property owner shall be liable for payment.

F. Automatic Fire Sprinkler Service Connections

If water is used through an automatic fire sprinkler service connection for any purpose other than the extinguishing of fires or a related purpose, the District shall charge the Tier 3 metered water rate for all water used, or following notification to the Ventura County Fire Department, the District may shut off the entire supply of water to the premises through such service connection.

All automatic fire sprinkler service connections shall be equipped with a backflow prevention device at the expense of the Customer.

G. Miscellaneous Charges

The District shall collect charges for work performed or for damages incurred. The charges shall be based on the costs incurred including an amount for overhead as set by the District and are as follows:

1. Charges to change the size of a meter or the location of the meter (i.e., construction costs for upsizing the pipeline).
2. Charges to replace a damaged meter box where the party responsible for the damage is known.
3. Charges to replace meter box covers if requested by a Customer or damaged by the Customer.
4. Charges for damage to fire hydrants or any other public water facilities where the responsible party is known. The damage can be either accidental or a result of tampering. The responsible party shall be charged for the costs of repairs plus the cost for any water lost or consumed. Unless the charges are paid within the specified time period, the District may discontinue water service to the Customer and/or bring legal action for collection.

SECTION 6. DISPUTED BILLS

A. Correctness of Bill

Any Customer who has either initiated a bill dispute with the District or requested an investigation by the District within five days of receiving a bill shall be given an opportunity for review of such complaint or investigation by the Director of Finance. The review shall be accordance with the rules and procedures set forth in this Ordinance.

B. Notice of Deposit to Avoid Discontinuance

If an explanation satisfactory to the Customer is not made by the Director of Finance and the bill is not paid by Customer within 25 days after its presentation or at the time the explanation, whichever is longer, the District will notify the Customer in writing substantially as follows:

“To avoid discontinuance of service, in lieu of paying the bill in question, a residential Customer within 15 days and a non-residential Customer within 7 days of the date of this notice, must deposit with the Director of Finance, 1001 Partridge Drive, Suite 150, Ventura, CA 93003-0704, the amount of the bill claimed by the District to be due.”

C. Director of Finance Review

When a Customer disputes a District bill, the following shall apply:

1. To avoid discontinuance of service, in lieu of paying the disputed bill, the Customer shall deposit with the District Director of Finance at 1001 Partridge Drive, Suite 150, Ventura, CA 93003-0704, the amount claimed by the District to be due.
2. Checks or other forms of remittance for such deposit should be made payable to the District and should be accompanied with the bill in question and a statement setting forth the basis for the dispute of the amount of the bill.
3. Upon receipt of the deposit, the Director of Finance will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. Service will not be discontinued for nonpayment of the disputed bill when deposit has been made with the Director of Finance pending the outcome of the Director of Finance’s review.
5. Failure of the Customer to make such deposit prior to the expiration of the discontinuance of service notice as given in Section 7B (Discontinuance of Service by the District) will warrant discontinuance of service.
6. If before completion of the Director of Finance’s review, additional bills become due which the Customer wishes to dispute, he/she shall also deposit with the Director of Finance the additional amounts claimed by the District to be due and failure to do so will warrant discontinuance of his/her service in accordance with Section 7B (Discontinuance of Service by the District).

D. Water Leaks

The District is not responsible for water losses due to leaks (i.e., a break in the service line on the property owner's side of the meter). The Customer shall maintain the water system on their side of the meter to avoid leaks and shall repair leaks promptly.

Adjustments may be made by the General Manager once every five years per account where there is an unusually high water usage due to either unexplained causes or a leak within the Customer's property. In order to be considered for an adjustment, documentation must be provided to the District proving that the leak repairs have been completed. Documentation may be a copy of the repair invoice. If approved by the District, adjustments will be made within 2 billing cycles (60 days).

E. Meter Testing

If a water meter fails to register during any period, or is known to register inaccurately, the Customer's usage will be based on historical data including seasonal variation.

Any Customer may request that the meter through which potable water is being furnished be examined and tested by the District for the purpose of ascertaining whether it is correctly registering the amount of water being delivered through it. Such request shall be made in writing and shall be accompanied by a deposit equal to the charge for removal of the old meter, testing of the old meter, installation of the new meter, and any other associated costs, as determined by the District. Upon receipt of such request and deposit, the District will have the meter examined and tested (by a third party) and, if the test results indicate the meter registers outside tolerances established by AWWA Guidelines (i.e., meter registers more water than the amount that actually passes through it), the meter shall be replaced, the deposit shall be returned, and the water bill for the current month will be adjusted accordingly. If the test results indicate the meter registers within tolerances established by AWWA Guidelines, the deposit shall be retained by the District to offset the expense for meter testing, replacement, and associated costs. The test results shall be sent to the Customer.

SECTION 7. DISCONTINUANCE AND RESTORATION OF SERVICE

A. Discontinuance of Service by Customer

1. A Customer may have service discontinued by giving not less than two days' advance notice thereof to the District. Charges for service may be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required two days' advance notice.
2. When such notice is not given, the Customer will be required to pay for service until two days after the District has knowledge the Customer has vacated the Premises or otherwise had discontinued water service.

B. Discontinuance of Service by the District

1. Nonpayment of Bills

- a. Monthly bills will be considered past due if payment is not received within 25 days of the billing date.
- b. An outstanding balance shall appear on the subsequent monthly bill as a "Previous Balance". The bill shall clearly state "ATTENTION! Outstanding balance and current charges must be received by MM/DD/YY to avoid \$30 Shut-off Notice fee and to prevent service interruption. NO FURTHER NOTICE WILL BE GIVEN." The service interruption date shall be no earlier than twelve (12) days and no later than twenty-one (21) days from the bill date shown on the past due notice.
- c. Any Customer, residential as well as nonresidential, who has initiated a billing dispute or requested an investigation of a bill as required by this Ordinance or who has, before discontinuance of service, made a request for extension of the payment period of a bill asserted to be beyond the means of the Customer to pay in full within the normal period for payment, shall not have residential water service discontinued for nonpayment during the pendency of an investigation by the District of such Customer complaint or request and shall be given an

opportunity for review of the complaint; investigation, or request by the District General Manager (or designee). The review shall include consideration of whether or not a residential Customer shall be permitted to make installment payments of the unpaid balance of the delinquent account over a reasonable period of time, not to exceed 6 (six) months. Such service shall not be discontinued for nonpayment for any Customer complying with an alternative payment agreement entered into with the District, provided the Customer also keeps current his/her account for water service as charges accrue in each subsequent billing period. If a residential Customer fails to comply with an alternative payment agreement, the District will give a 10-day discontinuance of service notice before discontinuing such service, but such notice shall not entitle the Customer to further investigation by the District.

- d. Service to a residential water Customer will not be discontinued for nonpayment when the Customer has previously established to the satisfaction of the District that:
 - 1) The Customer is Disabled, or upon certification of a licensed physician or surgeon that to discontinue water will be life threatening to the Customer; and
 - 2) The Customer is willing to enter into an alternative payment agreement satisfactory to the District, over a period not to exceed 6 (six) months, including arrangements for prompt payment of subsequent bills.

However, service may be discontinued to any Customer who does not comply with an alternative payment agreement or keep current his/her account for water service as charges accrue in each subsequent billing period.

- e. A Customer's residential service may be discontinued for nonpayment of a bill for residential service previously rendered him/her at any location served by the District. A nonresidential service may be discontinued for nonpayment of a bill for residential as well as nonresidential service previously rendered the Customer at any location served by the District.

The discontinuance of service notice as set forth in paragraph (b) will be given in both cases stated above before discontinuance of services takes place. Residential service will not, however, be discontinued for nonpayment of bills for separate nonresidential service.

- f. Service will not be discontinued by reason of delinquency in payment for service on any Saturday, Sunday, legal holiday, or at any time during which the businesses offices of the District are not open to the public.
- g. Whenever the District furnishes water service through a master meter, or furnishes individually metered service in a single-family dwelling, multiunit residential structure, mobile home park, or farm labor camp and the owner, manager, or farm employer is the Customer of record, the District shall make every good effort to inform the actual users of the services, by means of written notice, when the account is in arrears, that service will be terminated in 10 days. The written notice shall further inform the actual users that they have the right to become Customers of the District without being required to pay the amount due on the delinquent account. The notice shall be in English and in the following languages: Spanish, Chinese, Tagalog, Vietnamese and Korean.

- 1) The District is not required to make service available to actual users unless each actual user agrees to the terms and conditions of service, and meets the requirements of District rules and regulations. However, if one or more actual users are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selective terminating service to those actual users who have not met the requirement of District rules and regulations, the District shall make service available to the actual users who have met those requirements.
 - 2) If prior service for a period of time is condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is the satisfactory equivalent.
- h. Where a Customer of the District who owns a given Premises requests that the District terminate water service to that Premises, the District may, upon termination of service, directly contract with a lawful occupant(s) of the Premises for the provision of water service. The contract between the District and lawful occupant(s) of the Premises shall be on terms and conditions mutually agreed upon by the District and the occupant(s) in accordance with applicable law.
- i. A reasonable attempt must be made by the District to personally contact an adult person on the residential Customer's premises either by telephone, in person, or by mail delivery, at least 48 hours prior to discontinuance. For Disabled residential Customers, the District shall provide at least 48 hours' notice by telephone or in person. For these Customers, if telephone or personal contact cannot be made, a notice of discontinuance of service shall be posted in a conspicuous location at the service address at least 48 hours prior to discontinuance.
- j. Residential Customer's Remedies upon Receipt of Discontinuance Notice
- 1) If upon receipt of a discontinuance notice, a residential Customer is unable to pay, he/she must contact the District within the time stated to make payment arrangements to avoid discontinuance of service.
 - 2) If the residential Customer is already on a payment plan and alleges to the District an inability to pay, he/she should write to the District General Manager (or designee) to request a consideration. This action must be taken within the 10-day discontinuance of service notice period.
 - 3) The General Manager's (or designee's) resolution of the matter will be reported to the District and the residential Customer within ten business days after receipt of the request for consideration. If the Customer is not satisfied with such resolution, he/she must file, within ten business day after the date of the General Manager's (or designee's) letter, a formal complaint with the Triunfo Water & Sanitation District Board of Directors.
 - 4) Failure of the residential or nonresidential Customer to observe these time limits shall result in District's demand of payment, or upon failure to pay, to discontinue the Customer's service.

2. Noncompliance with Rules

The District may discontinue service to any Customer for violation of the following rules after it has given the Customer at least five days' written notice of such intention, during which time the Customer shall have the option to comply or appeal to the District General Manager (or designee).

Where safety of water supply is endangered, water service may be discontinued immediately without notice.

3. Waste of Water

Where negligent or wasteful use of water exists on a Customer's premises, the District may discontinue the service if such practices are not remedied within five days after it has given the Customer written notice to such effect.

4. Unsafe Apparatus or Where Service is Detrimental or Damaging to the District or its Customers

If an unsafe or hazardous condition is found to exist on the Customer's Premises, or the use of water thereon by apparatus, appliances, equipment or otherwise is found to be an immediate threat to the health and safety of the District or its Customers, the water service to that Premises may be shut off without notice to the Customer. The District will notify the Customer immediately of the reasons for the discontinuance and the corrective action to be taken by the Customer before service can be restored.

5. Fraudulent Use of Service, Diversion of Service and Tampering

When the District has discovered that a Customer has obtained service by fraudulent means, diverted the water service for unauthorized use or tampered with District facilities in any manner, the service to that Customer may be discontinued without notice to the Customer. The District will not restore service to such Customer until that Customer has complied with all rules and regulation of the District and the District has been reimbursed for the full amount of the service rendered and the actual cost to the District incurred by reason of the fraudulent use.

6. Flow Restrictor

In lieu of discontinuing water service for nonpayment of bills, the District may opt to install a flow restrictor device on the customer's service line. This option will be based on the set of circumstances and will be at the discretion of the General Manager. The flow restrictor would allow approximately one gallon per minute of flow for services up to one and one-half inch and corresponding sized restrictors for larger services after written notice of intent from the General Manager. The fees that may be charged for this service will be based on the disconnection/reconnection fees established in the District's fee ordinance.

C. Restoration of Service

1. Premise Visit/Reconnection Charges

Where service has been discontinued for violation of these rules or for nonpayment of bills, the District may charge Premise visit and/or reconnection fees pursuant to the most recent Ordinance adopted by the District Board of Directors for the reconnection of

service. The District shall require payment of the outstanding balance, the current balance, and all other charges due on the account prior to the restoration of water service.

2. Reconnection during Regular Working Hours

The District will endeavor to make reconnection during regular working hours on the day of the request, if conditions permit; otherwise, reconnection will be made on the regular working day following the day the request is made.

3. Reconnection during other than Regular Working Hours

When a Customer has requested that the reconnection be made at other than regular business hours, the District will reasonably endeavor to so make the reconnection if practicable under the circumstances.

4. Wrongful Discontinuance

A service wrongfully discontinued by the District shall be restored as soon as possible (within 24 hours at the most) without charge to the Customer for the restoration.

D. Refusal to Serve

1. Conditions for Refusal

The District may refuse to serve an Applicant for service under any one or a combination of the following conditions:

- a. If the Applicant fails to comply with any of the rules and regulations as passed by the District Board of Directors.
- b. If the intended use of the service is of such a nature that it will immediately threaten the health and safety of existing District Customers or District facilities.
- c. If, in the judgment of the District, the Applicant's installation for utilizing the service is unsafe or hazardous, or of such nature that satisfactory service cannot be rendered.
- d. Where service has been discontinued for fraudulent use, diversion of use or tampering with District facilities in any manner, the District will not serve an Applicant until it has determined that all conditions resulting in service discontinuance have been corrected.

2. Notification to Customers

When an Applicant is refused service under the provisions of this rule, the District will notify the applicant promptly of the reason for the service refusal and of the right of Applicant to appeal the District decision to the District General Manager (or designee).

SECTION 8. INFORMATION AVAILABLE TO PUBLIC

A. General Information

The District will maintain, open for public inspection at its office, pertinent information regarding the service rendered, including the following:

1. Characteristics of Water

A written description of the quality of the water to be furnished and the extent of water delivered.

2. Rates and Rules

A copy of the regulation schedules consisting of rates, general rules of the District, service area maps and forms of contracts and applications applicable to the territory served from that office.

3. Reading Meters

Information about method of reading meters.

4. Meter Readings

The past two years of meter readings for meters serving a Customer's Premises.

B. Rates and Option Rules

The District will explain to every Applicant for service the rate schedule which is applicable.

C. New or Revised Rates

In accordance with applicable law, the District will provide notice to all District Customers regarding the establishment of new or revised service rates, fees and charges.

SECTION 9. CONTINUITY OF SERVICE

A. Emergency Interruptions

1. The District shall make all reasonable efforts to prevent interruptions to service and, when such interruptions occur, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its Customers and the general public.
2. Where an emergency interruption of service affects the service to any public fire protection device the District will promptly endeavor to notify the Fire Chief or other public official responsible for fire protection of such interruption and of subsequent restoration of normal service.

B. Scheduled Interruptions

1. Whenever the District finds it necessary to schedule an interruption to its service, it shall, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide least inconvenience to the Customers consistent with reasonable utility operations.
2. Where public fire protection is provided by the mains affected by the interruptions, the District will promptly endeavor to notify the Fire Chief or other officials responsible for fire protection, stating the approximate time and anticipated duration

of the interruption. In addition, the Fire Chief or other official responsible for fire protection will be notified promptly upon restoration of services.

C. Apportionment of Supply During Times of Shortage

During times of threatened or actual water shortage, the District will apportion its available water supply among its Customers as directed by the Triunfo Water & Sanitation District Board of Directors. In the absence of Board direction, it will apportion the supply in the manner that appears most equitable under circumstances then prevailing, and with due regard to public health and safety.

ARTICLE III. MISCELLANEOUS

SECTION 1. SEVERABILITY

This Ordinance, except for those portions that are found to be invalid, would remain in full force and effect and continue to be valid. The Board of Directors hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 2. REPEAL OF PRIOR INCONSISTENT ORDINANCES

Any prior ordinances or portions of ordinances previously adopted by the District Board of Directors that are in conflict with this Ordinance, are repealed as of the Effective Date of this Ordinance. This includes TWSD-300 (Adopted 2/24/20).

SECTION 3. EFFECTIVE DATE

This Ordinance shall become effective March 1, 2021.

PASSED, APPROVED AND ADOPTED this 22nd day of February 2021 by the following vote:

AYES: J. Nye, L. Shapiro, R. Tjulander, J. Wall

NOES: None

ABSENT: J. Orkney

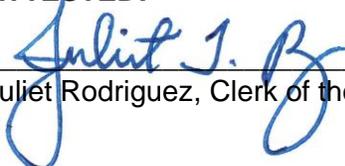
TRIUNFO WATER & SANITATION DISTRICT

Ray Tjulander

Ray Tjulander (Feb 23, 2021 18:29 PST)

Raymond Tjulander, Chair

ATTESTED:



Juliet Rodriguez, Clerk of the Board

APPROVED AS TO FORM:

John Mathews

John Mathews (Feb 25, 2021 06:04 PST)
John Mathews, General Counsel