

Exhibit 1

Clearlake Oaks County Water District

SEWER CODE



April 20, 2023

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PURPOSE

The Clearlake Oaks County Water District formed and exists under the provisions of the County Water District Law, California Water Code, Division 12, section 30000, et seq. Sewer disposal facilities have been constructed for the interception, treatment, and disposal of Sewer originating within its boundaries. The purpose of this Code is to regulate the interception of Sewer and to provide the maximum public benefit of the Sewer disposal facilities of the District. These regulations shall require charges for the use of Sewer disposal facilities of the District which are designed to recover the capital and operating costs of such facilities. The regulations shall include provisions for enforcement and penalties for violations.

Our mission, to provide the best quality water and the safest, most efficient treatment and disposal of Sewer at a reasonable cost.

Our vision, to provide high quality drinking water and environmentally safe disposal of Sewer.

This 'Code' requires no expiration date and is in full effect until amended, rescinded or superseded.

TITLE 1 - GENERAL PROVISIONS

Chapter 1 - Adoption of Code

1-1.101 TITLE

This Code shall be known as the “Clearlake Oaks County Water District Sewer Code.” Except as otherwise provided in this Code, this Code consists of regulatory, penal, and administrative rules related to the receipt of Sewer service from Clearlake Oaks County Water District pursuant to the authority set forth in the County Water District Law, California Water Code, Division 12, section 30000, et seq.

1-1.102 EFFECT OF CODE ON PAST ACTIONS AND OBLIGATIONS

Neither the adoption of this Code nor the repeal of any ordinance or resolution of the District by this Code shall in any manner affect the prosecution for violations of ordinances or resolutions, which violations were committed prior to the effective date of this Code, nor be construed as a waiver of any fee or penalty on such effective date due and unpaid under such ordinances or resolutions, nor be construed as affecting any of the provisions of such ordinances or resolutions relating to the collection of any such fees or penalties or the penal provisions applicable to the violation of such ordinances or resolutions, nor to effect the validity of any bond or cash deposit required to be posted, filed, or deposited pursuant to any ordinance or resolution, and all vested rights and obligations pertaining to such ordinances or resolutions shall continue in full force and effect.

1-1.103 REFERENCES TO SPECIFIC ORDINANCES

The provisions of this Code shall not in any manner effect deposits or other matters of record which refer to, or are otherwise connected with, ordinances or resolutions which are specifically designated by number or otherwise and which are included within this Code, but such references shall apply to the corresponding provisions set forth in this Code.

1-1.104 MAINTENANCE OF CODE

At least one copy of this Code, duly certified by the Secretary, shall be maintained on file in the District offices as the official copy of this Code. Additional copies of this Code shall be distributed to the departments of the District as directed by the General Manager.

A duly certified copy of each ordinance or resolution making a change in this Code shall be filed in the office of the Secretary in books for such purpose, properly indexed for ready reference.

At least quarterly, the Secretary shall cause the loose-leaf pages of this Code in which changes have been made to be reproduced, including a notation as to the ordinance or resolution number and date on which such change is adopted, and distributed so that the loose-leaf copies of this Code, prepared for the use and convenience of the officers and employees of the District and the general public may be brought up to date.

Chapter 2 - Rules of Construction

1-2.101 SCOPE

Unless the provisions of this Code otherwise specifically provide, or the context of this Code indicates to the contrary, the general provisions, rules of construction, and definitions set forth in this chapter shall govern the construction of this Code. The provisions of this Code and all proceedings under it are to be construed with a view to affect its object and to promote justice.

1-2.102 STATEMENT AND CONTINUATIONS

The provisions of this Code insofar as they are substantially the same as existing ordinances or resolutions relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments; provided, the provisions of this Code shall govern over any differences between an ordinance or resolution existing at the time of adoption of this Code.

1-2.103 EFFECT OF HEADINGS

Title, Chapter, Article, and Section headings contained in this Code shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any Title, Chapter, Article, or Section of this Code.

1-2.104 REFERENCES TO ACTS OR OMISSIONS WITHIN THE DISTRICT

The provisions of this Code shall refer only to the omission or commission of acts within the territorial limits of the District and to the territory outside the District over which the District has jurisdiction or control by virtue of the Constitution of the State or any law, or by reason of ownership or control of property.

1-2.105 REFERENCES TO ORDINANCES OR RESOLUTIONS

Whenever any reference in this Code is made to an ordinance or resolution, the reference shall apply to such ordinance or resolution of the District unless this Code expressly provides otherwise. Whenever any reference is made to any portion of this Code, or to any ordinance or resolution of the District, the reference shall apply to all amendments and additions made to this Code.

1-2.106 NOTICES

Whenever a notice is required to be given pursuant to the provisions of this Code, unless different provisions are otherwise specifically set forth in the text of this Code, such notice may be given either by personal delivery thereof to the person to be notified or by deposit in the United States Mail in a sealed envelope, postage prepaid, addressed to such person to be notified at his last known business or residence address as the same appears in the public records of the District or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time the notice is deposited in the Post Office.

1-2.107 SEVERABILITY

If any part of this Code is, for any reason, held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining portions of the Code. The Board hereby declares that it would have passed this Code by section, sub-section, sentence, clause, and phrase thereof, irrespective of the fact that any one or more other sections, sub-sections, sentences, clauses, or phrases be declared invalid or unconstitutional.

1-2.108 STATUTE OF LIMITATIONS

Whenever a limitation or a period of time prescribed in any existing ordinance, resolution, or statute for acquiring a right or buying a remedy, or for any other purpose, has begun to run before this Code goes into effect, the time which has already run shall be deemed a part of the time prescribed as such limitation.

1-2.109 DEFINITIONS

For the purposes of this Code, unless otherwise apparent from context, certain words and phrases use in this Code are defined as follows:

- (a) "Board" refers to the Board of Directors of the District.
- (b) "Customer" refers to the property owner of record as verified by the Assessor's office of the County of Lake.
- (c) "Director" refers to a member of the Board.
- (d) "District" refers to Clearlake Oaks County Water District.
- (e) "Employee" refers to a District employee.
- (f) "General Manager" refers to the General Manager of the District.
- (g) "Person" refers to any person, firm or corporation.
- (h) "President" refers to the President of the Board.
- (i) "Vice President" refers to the Vice President of the Board.
- (j) "Secretary" refers to the Secretary of the Board.
- (k) "State" shall mean the State of California.
- (l) "Section" shall mean a section of this code unless other source is specifically mentioned.

- (m) “Tenant” refers to the person who occupies land or property rented from a customer.
- (n) “Quarterly” where used to designate a period of time, shall mean the first three calendar months of any given year or any succeeding period of three calendar months.

TITLE 2 - DISTRICT POLICIES

2-1.101 GENERAL

The District shall, to the extent practicable, collect Sewer from District customers consistent with the County Water District Law and other State and Federal laws, rules, and regulations.

2-1.102 COLLECTION OF SANITATION

The Board has fixed the rates at which Sewer shall be collected, and the regulations governing classes of service and the conditions of service. All Sewer rates and regulations are set forth in this Code.

2-1.103 RATE REVIEW

At least annually, the Board shall review and confirm the rates, fees, and charges for Sewer service. Adoption of the annual budget with rate assumptions included therein may constitute such review.

2-1.104 OPERATING COSTS

As near as practicable, the Board shall establish service charges at a level sufficient to recover the cost of operating and maintaining the service.

2-1.105 CAPITAL IMPROVEMENT COSTS

As near as practicable, the Board shall establish connection charges sufficient to recover the cost of constructing capital improvements required to provide service.

TITLE 3 - SEWER SERVICE

Chapter 1 - General

3-1.101 SCOPE

This Title applies to the collection of Sewer from the District; rates, fees and deposits to cover the cost thereof; the time and manner of payment for services rendered; protection of the system from mechanical and health hazards; and rules and charges for connections to existing mains.

3-1.102 DEFINITIONS: GENERAL

The definitions in this Article shall be used to interpret this Title, unless otherwise apparent from the context.

3-1.103 SERVICE OR SEWER SERVICE

“Service” or “Sewer Service” means the collection of Sewer through a lateral connection to the District’s main pipe for which fees and charges have been paid.

3-1.104 APPLICANT

“Applicant” means a person applying for Sewer service from the District.

3-1.105 CLASS OF SERVICE

Class of Service refers to the type of Sewer service collected from a customer. There are three classes of service:

"Single-Family Class" refers to collection from one residential unit, including an in-law or other axillary unit, not used for commercial purposes being served through a dedicated Sewer lateral.

"Multi-family Class" refers to service to 2 or more combined residential units served by a single lateral.

"Commercial Class" refers to service to a business, institution, or government agency.

3-1.106 CONNECTION FEES

“Connection Fees” means fees levied by the District to recover the cost of facilities needed to collect Sewer, including “Inspection Fees” to inspect the lateral being connected to the main pipe.

3-1.107 CUSTOMER

“Customer” means the property owner of record as verified by the Assessor’s office of the County of Lake.

3-1.108 SERVICE FEES

“Service Fees” or “Miscellaneous Fees” means the fees levied to recover costs incurred to operate and maintain the Sewer system

3-1.109 TYPES OF SERVICE

- (a) District provides permanent service only.
- (b) “Permanent Service” means service to property, parcel and/or lot with a service connection to the District with or without a structure.
- (c) “Water Service” – See Clearlake Oaks County Water District ‘Water’ Code

Chapter 2 - Commencement of Service

Article 1 - Application for Service

3-2.101 COMMENCEMENT OF SERVICE: GENERAL

An applicant for Sewer service or to change an existing Sewer service shall provide adequate property documentation, execute appropriate application process, pay the required service initiation fees, make the required deposits, and meet the conditions set forth herein.

No Sewer service of the District shall be collected from any premises or to any person free of charge except by authorization of the Board of Directors as allowed by law.

3-2.102 COMMENCEMENT OF SERVICE: APPLICATIONS

- (a) The application for service shall include an agreement to abide by District regulations and such information as the General Manager may reasonably request. Such application shall be for service to a particular and identified property.
- (b) If the application is for service to property not previously served by the District, the applicant shall also present construction and/or site plans at the time the account is requested to be set up.
- (c) If the application is for an account in the name of a corporation or partnership, the applicant shall provide a personal guarantee from an owner or principal of the entity, regardless of the form of organization, as follows:

3-2.103

APPLICANT'S RESPONSIBILITY

- (a) Multiple applicants for a commonly owned property shall be jointly and severally liable for Sewer service. A single bill shall be sent to their designee.
- (b) Responsibility for service may be claimed by a customer as follows:
 - (1) An account can be changed from two spouses to one spouse with transfer of ownership paperwork, death certificate, or by written request signed by both owners of record.
 - (2) An account can be changed to a family member in “in care of” upon written request from the owner of record.
 - (3) A customer can direct billing information to a third party, and bills will be sent “in care of” the party who will make the payment.
 - (4) A tenant or lessee of a property with evidence of a valid lease agreement and a Tenant Transfer Authorization Form may apply for service, and the bill shall be sent to the tenant or lessee. The tenant or lessee is responsible for the payment of service fees and charges in accordance with District rules and regulations. The property owner shall be responsible for any unpaid service fees and charges of a tenant or lessee. Upon request by the property owner, the District will notify said owner and include the amounts owed and due dates. The District shall disclose whether or not an account held by a tenant or lessee is in good standing and, if there is an unpaid balance, the amount owed and due date.
 - (5) Interim non-owner transfer requests can be made on a case by case basis and must be approved by the General Manger. An agreement must be signed assuming responsibly of the bill upon transfer.
 - (6) Real Estate Agents may request to transfer service(s) into their name for which they are facilitating the sale of real property by providing a listing agreement.

3-2.104

LATERAL REQUIRED

- (a) Service installations will be made only to property abutting on public streets or abutting on collection mains as may be constructed in alleys or easements, at the convenience of the District.
- (b) Individuals may not sell Sewer connections, unless sold with the parcel.
- (c) A Sewer lateral clean out is recommended to be installed at the customer’s property line, following the regulations set forth in Section 3-6.101
- (d) The customer is solely responsible for all costs associated with the installation, maintenance, and repair of the customer’s Sewer lateral and clean-out facility.

- (e) When experiencing a Sewer lateral blockage, the customer must first contact the District and advise of the blockage prior to contacting a plumber or contractor.
- (f) The customer is responsible to insure that only minimal inflow and infiltration into the Districts Sewer system is occurring from the customer side of the lateral.

All service connections, and other equipment furnished by the District shall be placed, maintained, and repaired by the District. The customer shall provide a space for and exercise proper care to protect the property of the District. In the event of loss or damage to the District's property arising from neglect or misuse by the customer, the cost of necessary repairs or replacement shall be paid for by the customer.

The District reserves the right to discontinue service which may seriously impair service to any other customer or to the District's service facilities.

Article 2 - Fees and Deposits

3-2.201 FEES AND DEPOSITS: GENERAL

An application shall pay the applicable fees and deposits as set forth in this herein.

3-2.202 SERVICE FROM EXISTING SERVICE CONNECTION

The applicant may not be required to pay capital expansion fees if the applicant's property can be served from an existing service connection. Outstanding connection fees and service fees shall be paid if the applicant requests that a forfeited service be activated.

3-2.203 SERVICE FROM NEW SERVICE CONNECTION

If the applicant's property cannot be served from an existing connection but can be served from an existing Sewer main, the applicant shall pay Capital Expansion Fees prior to the connection being made. Each service connection is specific to only one (1) individual dwelling and accessory structures.

3-2.204 CAPITAL EXPANSION

A person may apply to obtain a connection to an existing District main by paying a Capital Expansion Fee based upon the class of service which is required for the service.

All new connections or upgrades are required to have a completed Capital Expansion Fee quote on file, and all costs associated with service connection must be paid in full prior to connection.

Capital Expansion Fees for mobile home parks, approved subdivisions, or any other type of multi-unit development shall be charged on a per mobile home or unit basis at the same rate as for a single-family dwelling.

All costs associated with the installation, maintenance, or repair of the aforementioned connection(s), along with inspection fees, shall be the sole responsibility of the property owner.

Lateral Size	Capital Expansion Fee	Administrative Fee	Account Fee	Inspection Fee	Total Installation Cost
Residential	\$10,000.00	\$100.00	\$65.00	\$145.00	\$10,310.00
Commercial	\$12,000.00	\$100.00	\$65.00	\$145.00	\$12,310.00

3-2.205 COMMENCEMENT

As used herein, "service commences" when a request for service has been completed and sewage can be collected from the applicant's property through District facilities.

3-2.206 ASSURANCES OF SERVICE

When an applicant desires assurances (will-serve) that service will be provided at a future date, such assurances will be given only if the applicant agrees to be bound by District regulations, including regulations for the payment of connection fees existent when service commences, the applicant makes financial arrangements to pay connection fees in the future by depositing cash with the District, and the applicant agrees to be bound by the terms of the application for service.

Service connections installed by a customer are inspected prior to acceptance by the District to assure they meet District specifications. A person connecting to the system must do so in a business-like manner so that proper alignment of the facilities is in place.

3-2.207 DEPOSITS: SERVICE FROM EXISTING SERVICE CONNECTION

- (a) If the applicant has not promptly paid previous Sewer bills or has a credit history indicating the applicant is a credit risk, the applicant shall make a cash deposit of twice the amount of the normal maximum bill for such property.

- (b) If the commercial applicant is not the owner of the property where service is requested, the applicant shall make a cash deposit of twice the amount of the normal maximum bill for such property.
- (c) A deposit shall be made by customers who have received a final notice five or more times within a two-year period, and from every customer whose service is disconnected for nonpayment of Sewer charges. Deposits may be refunded to a customer after one year of service without more than one final notice. Refunds shall be made by check unless the customer expressly requests that the refund be made by crediting the amount of the deposit to the account.
- (d) Public agencies and public utilities are not required to make the deposits required by this section.

Chapter 3 - Conditions of Service

Article 1 – General

3-3.101 GENERAL

The District will exercise reasonable diligence and care to continuously and adequately collect sewage.

3-3.102 AREAS SERVED

Lands lying within the boundaries of the District are eligible to receive Sewer service.

Article 2 - Rates: Time and Manner of Payment

3-3.201 CONTINUATION OF SERVICE

A customer shall be entitled to continue to receive sewage collection from the District by compliance with the provisions of this Chapter. Customers shall pay the following monthly base rate.

Year	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Bar	\$67.06	\$68.73	\$70.45	\$72.21	\$74.02
Beauty/Barber Shop	\$64.79	\$66.41	\$68.07	\$69.77	\$71.52
Church	\$45.98	\$47.13	\$48.31	\$49.52	\$50.75
Office Space	\$46.01	\$47.16	\$48.34	\$49.55	\$50.79
Community Beach - Per Restroom	\$46.01	\$47.16	\$48.34	\$49.55	\$50.79
Hotel/Motel	\$21.75	\$22.29	\$22.85	\$23.42	\$24.01
Laundromat - Per Machine	\$29.79	\$30.53	\$31.29	\$32.08	\$32.88
Multi-Family Residential	\$46.91	\$48.09	\$49.29	\$50.52	\$51.78
Reastaurant w/Bar	\$117.34	\$120.28	\$123.28	\$126.36	\$129.52
Restaurant	\$69.25	\$70.98	\$72.75	\$74.57	\$76.44
RV/Campsite - Per Space	\$13.41	\$13.74	\$14.09	\$14.44	\$14.80
School - Per Student	\$1.48	\$1.51	\$1.55	\$1.59	\$1.63
Service Club	\$46.01	\$47.16	\$48.34	\$49.55	\$50.79
Service Club w/Kitchen/Food Service	\$64.79	\$66.41	\$68.07	\$69.77	\$71.52
Service/Gas Station - Per Restroom	\$29.79	\$30.53	\$31.29	\$32.08	\$32.88
Singe Family Mobile/ Per Unit	\$46.91	\$48.09	\$49.29	\$50.52	\$51.78
Single Family Residential	\$46.91	\$48.09	\$49.29	\$50.52	\$51.78

Each customer shall pay a monthly charge for the “Capital Replacement Project” for the repair and replacement of infrastructure within the District’s boundaries.

Year	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Bar	\$24.42	\$25.15	\$25.90	\$26.68	\$27.48
Church	\$17.61	\$18.13	\$18.67	\$19.23	\$19.81
Office Space	\$17.61	\$18.13	\$18.67	\$19.23	\$19.81
Community Beach - Per Restroom	\$17.61	\$18.13	\$18.67	\$19.23	\$19.81
Laundromat - Per Machine	\$12.34	\$12.71	\$13.09	\$13.48	\$13.88
Restaurant w/Bar	\$40.76	\$41.98	\$43.24	\$44.54	\$45.88
Restaurant	\$25.15	\$25.90	\$26.68	\$27.48	\$28.30
School - Per Student	\$0.53	\$0.54	\$0.56	\$0.58	\$0.60
Service Club w/Kitchen/Food Service	\$23.01	\$23.70	\$24.41	\$25.14	\$25.89
Service/Gas Station - Per Restroom	\$12.34	\$12.71	\$13.09	\$13.48	\$13.88
Single Family Residential	\$21.91	\$22.57	\$23.25	\$23.95	\$24.67

3-3.202 BILLING ADJUSTMENTS

- (a) Adjustments will be made when a billing error occurs.
- (b) The presence of a Sewer blockage on the customer side of the Sewer lateral does not qualify for a billing adjustment.

3-3.203 BILLS DUE WHEN PRESENTED

All bills and charges shall be due upon receipt, but are not considered late until after the specified due date on the statement. A late fee of \$10.00 or 10%; whichever is greater, will be applied to the account.

The District may waive a late fee one time per billable account in a twelve-month period or in the sole discretion of the General Manager.

3-3.204 PAYMENT OPTIONS

The District offers the following payment options for all customers:

- (a) Payments are accepted in person at the Administrative Office or over the phone. We accept cash, check, credit cards or money orders
- (b) Credit Card Payments: Visa, MasterCard and Discover are accepted
- (c) View and Pay your bill via credit card in office, online or with an automated phone system by dialing (707) 216-2006.
- (d) Payment by mail or drop box

3-3.205 BILLING FREQUENCY

All services will be billed monthly on or about the 25th of every month.

3-3.206 FAILURE TO RECEIVE A BILL

Customers are to notify the District if they haven't received a bill, failure to receive a bill does not relieve a customer of liability for payment.

Bills are sent via United States Postal Service. Customers can also opt-in to E-Bills along with paper bills or in place of paper bills

Bills will be addressed to the address on file from the application of service or grant deed. If a customer wishes to change their mailing address, a change of address form is available in office or on our website and all sections must be filled out prior to submittal.

3-3.207 NOTICE OF BILLING DISCONTINUANCE REQUIRED

Customers desiring to discontinue billing in their name should notify the District at least 24 hours prior to vacating the premises.

Sewer service will not be interrupted during a transfer or ownership or change in tenancy, unless the service is off for delinquency.

3-3.208 MULTIPLE DISTRICT SERVICES

The costs for all services and facilities furnished by the District shall be collected with its Sewer rates and charges. All such charges shall be included within the same bill and collected as one item. In the event of failure to pay the whole or any part of the bill, the District may discontinue any or all service for which the bill is rendered in accordance with the provisions of this Code and law.

3-3.209 PRORATION OF CHARGES FOR ODD PERIODS

Bills for Sewer service for periods of time less than one month or a specified billing period will be prorated.

3-3.210 CHANGE OF CUSTOMERS WITHOUT NOTICE

A person taking possession of premises and using an active Sewer connection without having made application to the District for service, shall be held liable for the Sewer charges from the date of the last billing cycle. If a customer fails to submit a proper application for service, and if Sewer charges are not timely paid, the service may be discontinued by the District in accordance with the provisions in this Code and law.

3-3.211 CHECK NOT HONORED BY BANK

If a check or EFT transaction is refused for payment by the Bank, the payor will be charged the fee set forth in Section 3-5.103 of this Code, and the customer will not be permitted to pay by check for six months.

If the District receives a personal check to prevent a delinquent shut off that is not honored by the bank, the District may terminate service immediately. Customer will be required to pay any outstanding balance on the account in order to have services reinstated in accordance with Chapter 5. Payments must be in the form of Credit Card, Cash, Money Order, or Cashier's Check

If any fee or charge is paid to the District by check and said check is not honored by a bank, a forty-five dollar (\$45.00) charge, or the maximum amount allowed by law, will be charged to the account in addition to any other charges assessed to the

District. The District may proceed with discontinuance of service upon receipt of a returned check.

Chapter 4 – Delinquent Accounts

3-4.101 APPLICATION OF DEPOSITS TO DELINQUENT ACCOUNTS

If a consumer who has made a deposit fails to pay a delinquent bill(s), together with all added penalties, the deposit shall be applied against the account and the service may be discontinued until such time as the deposit is restored to the amount provided herein after all delinquencies and charges are paid.

3-4.102 DELINQUENT CUSTOMER AT SAME OR NEW ADDRESS

Should any customer fail, or refuse to pay for service furnished and charged for in accordance with this Code, the customer shall not be furnished service at the same or any other location until all delinquent bills plus the fees and charges herein provided have been paid; and the customer shall be required to make a deposit sufficient to cover the cost of future services as provided herein.

3-4.103 GENERAL

The District utilizes a standard procedure for the collection of past due service accounts. At the time of discontinuance, the Sewer lateral will be exposed by means of excavation at which time a disconnect valve will be placed in the customer's Sewer lateral at the roads edge and property line.

The above mentioned procedure will be performed by the District, estimated charges are limited or equal to time and materials and use of the District's Vac-Con, said charges will be added to the customer's account.

- (a) The District shall provide an opportunity for customers who cannot pay their charges, in full or in part, to continue receiving service through such options as deferred or reduced payments or alternative payment schedules. In addition, the District shall provide a formal mechanism for a customer to contest or appeal a bill.
 - (1) The District shall not discontinue residential service for nonpayment until a billing statement has been delinquent for at least 60 days.
 - (2) No less than seven business days before discontinuation of residential service for nonpayment, the District shall contact the customer named on the account by telephone or written notice.
- (b) If the District contacts the customer named on the account by telephone, it shall offer to provide in writing to the customer the District's policy on discontinuation of residential service for nonpayment. The District shall offer to discuss options to avert discontinuation of residential service for

nonpayment, including, but not limited to, alternative payment schedules, minimum payments, and petition for bill review and appeal.

- (c) If the District contacts the customer named on the account by written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
 - (1) The customer's name and address.
 - (2) The amount of the delinquency.
 - (3) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
 - (4) A description of the process to apply for an extension of time to pay the delinquent charges.
 - (5) A description to petition for bill review an appeal.
 - (6) If the District is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the District shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the District's policy for discontinuation of residential service for nonpayment.
 - (7) All written notices shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the District's service area.
- (d) If the customer appeals the Sewer bill to the General Manager or any other administrative or legal body to which such an appeal may be lawfully taken, the District shall not discontinue residential service while the appeal is pending.
- (e) The District shall not discontinue residential service for nonpayment if all the following conditions are met:
 - (1) The customer, or a tenant of the customer, submits to the General Manager the certification of a primary care provider, as defined in Welfare and Institutions Code section 14088 (b)(1)(A), that discontinuation of residential service will be life threatening to, pose a serious threat to the health and safety of, a resident of the premises where residential service is provided; and
 - (2) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the District's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State

- Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level; and
- (3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the District policies.
- (f) If the conditions listed in subdivision (a) are met, the District shall offer the customer one or more of the following options:
 - (1) Amortization of the unpaid balance.
 - (2) Participation in an alternative payment schedule.
 - (3) Temporary deferral of payment.
 - (g) The District may choose which of the payment options described in Section 3-5.103 the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. The District may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.
 - (h) Residential service may be discontinued no sooner than 5 business days after the District posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
 - (1) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more; or
 - (2) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.
 - (i) If the District discontinues residential service for nonpayment, it shall provide the customer with information on how to restore residential service.
 - (j) If a residential customer demonstrates a household income below 200 percent of the federal poverty line, the District shall do both of the following:
 - (1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, the District shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021; and

- (2) Waive late fees on delinquent bills once every 12 months.
- (k) The District shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
- (1) If the District furnishes individually metered service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobile home park, or permanent residential structure in a labor camp, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the District shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.
- (2) The District is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and District's rules and regulations. However, if one or more of the residential occupants 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 selectively terminating service to those residential occupants who have not met the requirements of the District's rules and regulations, the District shall make service available to those residential occupants who have met those requirements.
- (l) If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent or other credit obligation acceptable to the District for that period of time is a satisfactory equivalent.
- (m) In the case of a detached single-family dwelling, the District may do any of the following:
- (1) Give notice of termination at least seven days prior to the proposed termination.
- (2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Civil Code section 1962.

3-4.104 PAYMENT ARRANGEMENTS

If a delinquent customer requests a payment arrangement, the payment arrangement shall not exceed 12 months. The customer must pay, in addition to payments under the plan, each month's charges during the period of the payment plan. The District will not charge late fees, unless a payment is not made by the stated due date in the plan. A payment arrangement will not be effective unless and until signed by the District and customer.

The billing department will establish payment arrangements at the request of the customer. A down payment will be required to establish said arrangement

3-4.105 APPEALS

The procedure to be used to appeal the amount set forth in any bill for residential Sewer service is as follows:

- (a) Initial Appeal. Within ten (10) days of receipt of the bill for Sewer service, the consumer has a right to initiate an appeal or review of any bill or charge rendered by the District. Such request must be made in writing and be delivered to the District's office. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue Sewer service to the consumer.
- (b) Overdue Notice Appeal. In addition to the appeal rights provided under subdivision (a), above, any consumer who receives an Overdue Notice may request an appeal or review of the bill to which the Overdue Notice relates at least five (5) business days after the date of the Overdue Notice. Any appeal or request for review under this subdivision must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the District's office within that five (5) business day period. For so long as the consumer's appeal and any resulting investigation is pending, the District cannot discontinue Sewer service to the consumer.
- (c) Appeal Review. Following the receipt and review of a request for an appeal, the appeal will be agenzized at the next regularly scheduled board meeting for review
 - (1) If Sewer charges are determined to be incorrect, the District will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, Sewer service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice. Sewer service will only be restored upon full payment of all

outstanding Sewer charges, penalties, and all applicable disconnection charges.

- (2) If the Sewer charges in question are determined to be correct, the Sewer charges are due and payable within two (2) business days after the review by the Board of Directors.
- (3) When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the District's office. The consumer will be required to personally appear before the Board and present evidence and reasons as to why the Sewer charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the customer, as well as the information on file with the District concerning the Sewer charges in question, and render a decision as to the accuracy of said charges.
 - (A) If the Board finds the Sewer charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, Sewer service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the District shall provide the consumer with the Overdue Notice. Sewer service will be restored only after outstanding Sewer charges and any and all applicable disconnection charges are paid in full.
 - (B) If the Sewer charges in question are determined to be correct, the Sewer charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event that charges are not paid in full within sixty (60) calendar days after the original billing date, then the District shall provide the consumer with an Overdue Notice and may proceed in potentially discontinuing Sewer service to the consumer's property.
 - (C) Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Board.
 - (D) Sewer service to any consumer shall not be discontinued at any time during which the consumer's appeal to the District or its Board of Directors is pending.
 - (E) The Board's decision is final and binding.
 - (F) For an initial appeal under subdivision (a) of this section, above, if the consumer does not timely appeal to the District's Board of Directors, the Sewer charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the District shall provide with the Overdue Notice, and may proceed to discontinuing service to the consumer's property.

- (G) For an Overdue Notice appeal under subdivision (b) of this section, above, if the consumer does not timely appeal to the District’s Board of Directors, then the Sewer service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) the expiration of the original sixty (60) calendar day notice period set forth in the Overdue Notice; or (ii) the expiration of the appeal period.

3-4.106 RESTORATION OF SEWER SERVICE

When service is terminated for failure to comply with the District’s rules and regulations other than payment of fees and charges, service shall not be restored to the former customer or property of the former customer until assurances satisfactory to the General Manager are provided that the customer will comply with District rules and regulations, and the District is reimbursed for costs incurred to terminate and restore service.

When service is terminated for failure to pay rates, fees, or charges, service shall not be restored to the former customer unless and until arrearages that resulted in the termination and costs incurred to terminate and restore service are paid to the District in accordance with this Code. Payment shall be by cash, credit or debit card, cashier’s check, or money order. Payment processing through Doxo Pay does not qualify for restoration of service until funds have been received by District.

The District will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The District shall make the reconnection no later than the end of the next regular working day following the consumer’s request and payment of any applicable Disconnection Fee.

If a customer’s delinquent account balance has been charged to the County of Lake Tax Roll, the customer is required to pay the County Tax Collector prior to restoration of services. The District will only restore services once the entire tax balance has been paid, confirmed by the County of Lake, and any remaining balance owed to the District has been paid.

Chapter 5 - Fees

3-5.101 SCOPE

This Chapter applies to District fees, penalties, and deposits.

3-2.102 MISCELLANEOUS FEES

- (a) If the District takes steps to discontinue service for failure to comply with this Code, the customer shall pay the following additional charges before service is reinstated:
- (1) A \$45.00 “Door Hanger Fee” for each trip to the property to deliver notice of disconnection of service.
 - (3) A \$175.00 “After Hours Service Fee” for each trip made to the property after regular business hours at the request of the customer.

3-5.103 BILLABLE FEES

Account Fee	All new accounts, new or existing owner	\$65.00
Administrative Fee	Minimum of \$100.00 or actual time at hourly rate	\$100.00
After Hours Service Fee		\$175.00
Delinquent Turn Off Fee	Minimum of \$150.00 or actual cost of service	\$150.00
Door Hanger Fee		\$45.00
Grease Trap Inspection Fee		\$115.00
Illegal Cross Connection Fee		\$750.00
Illegal Tamper Fee	Minimum of \$350.00 and actual cost of repair/replacement	\$350.00
Inspection Fee		\$145.00
Penalty (Late) Fee	\$10.00 or 10.0% whichever is greater	
Prohibited Discharge Fee	Minimum of \$250.00 or actual cost of service whichever is greater	\$250.00
Property Tax Roll Fee		\$85.00
Returned Check Fee		\$45.00
Service Reduction Inspect Fee		\$145.00
Transfer Fee (New Owner/Tenant)		\$65.00

Chapter 6 – SEWER CLEANOUT REQUIREMENTS

3-6.101 GENERAL

The customer is solely responsible for all costs associated with the installation, maintenance, and repair of the customer's Sewer lateral and clean-out facility to the edge of the public street or, if it exists, public sidewalk, and the District is responsible for installation, maintenance, and repair of a Sewer lateral from the main line to the edge of the public street or, if it exists, public sidewalk. In no event is District responsible for installation, maintenance, and repair of a Sewer lateral or Sewer clean-out on private party (property), unless the District agrees to do so in a written agreement approved by the Board of Directors.

The contractor shall perform all excavation of every description and of substances encounters, to depths indicated on the drawings or otherwise specified. During excavation, materials suitable for back filling shall be placed in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or unsuitable for back-fill shall be removed. Such grading shall be done as necessary to prevent surface Sewer from flowing back into trenches or other excavation, and any Sewer accumulating therein shall be removed by pumping or by other approved methods. Such shoring and shoring shall be done for the protected of the work and for the safety of personnel.

Prior to the commencement of trench excavations exceeding five feet in depth, the contractor shall submit a trench safety plan describing shoring or other methods planned to meet OSHA requirements.

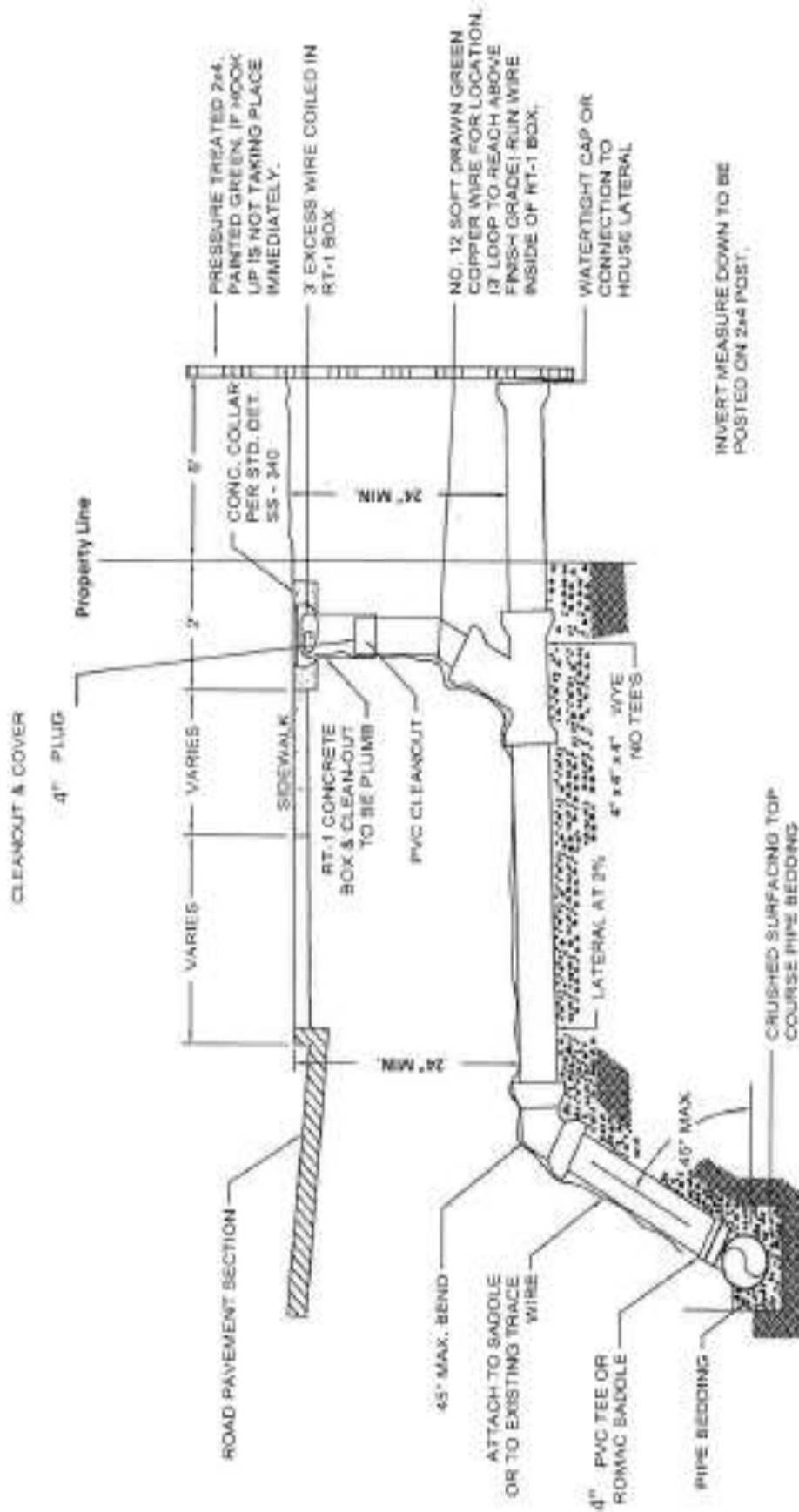
All main line and laterals from the main line to the lot or easement line, installed within public right of way or District easements, shall be constructed of poly vinyl chloride Sewer pipe conforming to ASTM Designation D3034. The pipe shall be type PSM with a standard dimension diameter of 4 inches. The minimum pipe stiffness shall be 46 PSI. The pipe shall have an integrated bell gasket joint with the rubber ring factory installed. No solvent cement joint will be allowed. Pipe fittings shall be only those made with the rubber ring factory installed.

The minimum depth cover over main lines and laterals within easements or travelled right of ways shall be 30 inches for mains, 24 inches for laterals.

Clean-outs shall be brought to finish grade in a smooth turn having the same diameter as the Sewer which they serve. Cast iron frames and covers having clear openings at least equal to the internal pipe diameter shall be independently supported over the clean-out opening, in accordance with the standard detail.

The trenches or excavation shall not be backfilled without prior inspection. Such inspection does not relieve contractor from compliance with the leakage test, which shall be conducted after final assemble of main line, laterals and man-holes.

Any defective materials or workmanship which becomes evident within one year after the District assumes responsibility for the completed work shall be replaced or repaired without cost to the District.



Chapter 7 – NUISANCES-PROHIBITIONS

3-7.101 GENERAL

The Clearlake Oaks County Water District Sewer system was designed for the treatment and disposal of sanitary Sewer. Sewer may be discharged for interception, treatment, and disposal by the District provided that such Sewer does not contain substances prohibited as set forth in the section.

No person shall discharge the following: adult diapers, infant diapers, cat litter, clothing, coffee grounds, cotton balls, eggshells, feminine products, hair, medication, needles, paper towels, plastic products, Q-Tips, rubber products, towels, rags, wipes, fats, oils, greases, or anything similar or equal too.

Discharges must not interfere with the collection or treatment of sanitary waste, including but not limited to: identified or potential hazardous waste, petroleum oil products, and substances with pH lower than the hazardous waste limit.

3-7.102 PROHIBITED DISCHARGES

No person shall discharge Sewer into the Sewer system which may result in contamination, pollution, or a nuisance. Any property or person found to be discharging prohibitions, causing blockages or interference will be charged under Section 3-5.103.

No person shall discharge Sewer into the Sewer if it contains substances or has characteristics which, either alone or by interaction with other Sewers, cause or threaten to cause:

- (a) Damage to District facilities
- (b) Interference with or impairment of the operation or maintenance of District facilities
- (c) Obstruction of flow in Sewers or interceptors
- (d) Danger to life or safety of any person
- (e) Interference with, or overloading of, or otherwise affecting treatment or disposal processes
- (f) Flammable or explosive conditions at or near District facilities
- (g) The discharge of uncontaminated ground water or storm water runoff

Chapter 8 – GREASE TRAPS

3-8.101 GENERAL

A grease trap is a plumbing device designed to intercept most greases and solids before they enter the Sewer collection system. The purpose of a grease trap is to prevent excessive discharge of fats, oil, and grease from commercial establishments.

The following definition are provided to facilitate consistency in communications regarding grease control and handling matters:

- (a) “Food Service Facility” refers to any facility that cuts, cooks, bakes, prepares or serves food. Such facilities will generally perform one or more of the following preparation activities: cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that results in hot food product in or on a receptacle that requires washing.
- (b) “Grease Trap” refers to a device designed to separate and remove grease from Sewer installed inside of a facility. Grease traps are generally installed in kitchens under the floor or in close proximity to a sink. Grease traps are generally two types: 1) Manual units which have no electrical or mechanical moving parts and must be manually cleaned and maintained; and 2) electro-mechanical (automatic) units which are designed to automatically trap and remove grease using electric heater elements and dipper or skimming devices.

Article 1 – General Requirements

A grease trap is required when Sewer discharge from a premises includes, or can be expected to include fats, oil and grease. Any commercial establishment that engages in activities that may result in discharge is subject to the requirements of this section. The most common establishments are facilities that provide food services and/or preparation, including, but not limited to full service restaurants, commercial kitchens, cafeterias, delicatessens, meat packing and distributing facilities, grocery stores with food preparation//service areas, bakeries, caterers, residential facilities that prepare meals, and similar types of operations.

All food service facilities, both new and existing, for which a building permit is issued on or after this revision will be evaluated by District staff to determine if a grease trap needs to be installed. A grease trap may be required if the facility has the potential to discharge fats, oil and grease.

Article 2– Maintenance and Inspection

The user is responsible for ensuring that grease traps are operated and maintained properly at all times, at no expense to the District.

Grease traps must be cleaned on a regular basis, at a frequency such that the combined grease and solids accumulation does not exceed 25 percent of the total liquid depth of the interceptor, but not less frequently than once every three months while the establishment is in operation. Cleaning shall consist of removal of the entire contents of the device, including liquids and solids.

The District follows a bi-annual maintenance schedule to inspect food service facilities, including visual inspection of any and all grease traps. If the District has cause to believe that a user is contributing to excessive grease build-up in the Sewer system, either due to lack of appropriate grease control or maintenance, the District may order your interceptor to be cleaned within 30 days and a subsequent inspection to be performed. The user is responsible for costs incurred by the District to perform additional inspections, if it is determined that the District must re-inspect the interceptor, a \$145.00 fee will be associated with the re-inspection.

Written maintenance and disposal records, including records and manifests of hauled waste and used cooking oil, are to be retained by the user for a minimum of three years and be available for inspection by the District.