

**ORDINANCE NUMBER 673-AC
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF NEEDLES, CALIFORNIA, DELETING CHAPTER 17, ADDING A NEW CHAPTER 17
CONSISTING OF ARTICLES I, II, III, AND RESCINDING ORDINANCE 405-AC WHICH
ESTABLISHED TERMS AND CONDITIONS FOR THE SALE OF WASTEWATER
COLLECTION AND TREATMENT SERVICES**

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this District shall in any manner affect the prosecution of any violation of any District ordinance or provision of the District ordinances, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby deletes Chapter 17 Wastewater Collection and Treatment Services and rescinds Ordinance 405-AC, adding a new Chapter 17 Wastewater Collection and Treatment Services regarding the Terms And Conditions for the sale of Wastewater Collection and Treatment Services

SECTION 5. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:**

**CHAPTER 17
WASTEWATER COLLECTION AND TREATMENT SERVICES.¹**

Sections

Article I. Terms and Conditions for the
Sale of Wastewater Collection and Treatment Services.

17-1 Terms and conditions for the sale of wastewater collection and treatment services.

1. For state law authorizing city to regulate construction, etc., of sewers, see Gov. C., § 38660. See also Gov. C., § 38900. As to sewers generally, see H. & S.C., § 4600 et seq. As to Plumbing Code, see §§ 6-12 to 6-15 of this Code. As to prohibition and abatement of cesspools, privies, etc., see § 11-7. As to excavation, see §§ 18-2 to 18-23.

Article II. Conditions Governing the Extension of
Wastewater Collection and Treatment Services.

- 17-2 Conditions governing the extension of wastewater collection and treatment services.

Article III. Rates.

- 17-3-1 Rate history.
17-3-2 Wastewater rates.
17-3-3 Construction and connection fees.
17-3-4 Septic pumper and contractor disposal fee.

Article IV. Administrative.

- 17-4-1 Enforcement of chapter; abatement of violations.
17-4-2 Bond required for director of public works.
17-4-3 Inspection of work.
17-4-4 Schedule of rates; proration of charges.

Article I. Terms and Conditions for the
Sale of Wastewater Collection and Treatment Services.

Sec. 17-1. Terms and conditions for the sale of wastewater collection and treatment services. The following terms and conditions and any changes authorized by the City Council or law will apply to the sale of wastewater collection and treatment service within the City of Needles under the established rate or rates authorized by the City Council and currently applicable at time of sale.

1. General.

- 1.1 Wastewater collection and treatment service will be supplied in accordance with these Terms and Conditions and any changes required by the City or law, and such applicable rate or rates as may from time to time be authorized by the City. However, in the case of a customer whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.
- 1.2 These Terms and Conditions shall be considered a part of all of the City wastewater rate schedules, except where specifically changed by written agreement by the city.
- 1.3 In case of conflict between any provision of a rate schedule and the Terms and Conditions, the provisions of the rate schedule shall apply.
- 1.4 The failure of the City to insist upon strict performance of any of the provisions in the Terms and Conditions, or to exercise any of the rights or remedies provided in the Terms and Conditions, or any delay in the exercise of any of the rights or remedies, shall not release the Customer from any responsibilities or obligations imposed by Law or by the Terms and Conditions, and shall not be deemed a waiver of any right of the City to insist upon strict performance of the Terms and Conditions.

2. Establishment of service.

- 2.1 Application for Service. Customer requesting wastewater collection and treatment service may be required to appear at City's place of business to produce proof of identity and sign City's standard form of application for service or a contract before service is supplied by City.
- 2.1.1 In the absence of a signed application or contract for service the supplying of wastewater collection and treatment service by the City and acceptance thereof by Customer shall be deemed to constitute a service agreement by and

between the City and Customer for delivery, acceptance of and payment for service, subject to City's applicable rates and rules and regulations.

- 2.1.2 Where service is requested by two or more individuals, City shall have the right to collect the full amount owed City from any one of the applicants.
- 2.2 Service Establishment Charge. A service establishment charge is determined by the cost of services for residential and nonresidential wastewater collection and treatment service will be assessed each time City is requested to establish, reconnect or reestablish wastewater collection and treatment service to Customer. Billing for the service establishment charge may be rendered as a part of the Customer's first bill.
- 2.3 Grounds for Refusal of Service. City may refuse to establish or reestablish service if any of the following conditions exist:
 - 2.3.1 Applicant has an outstanding amount due with the city and is unwilling to make payment.
 - 2.3.2 A condition exists which in city's judgment is unsafe or hazardous.
 - 2.3.3 Applicant has failed to make the security deposit requirements set forth by city as specified under 2.4., 2.5 or 2.6.
 - 2.3.4 Applicant is known to be in violation of city's rate schedule.
 - 2.3.5 Applicant fails to furnish to City funds required to serve Applicant and which have been specified as a condition for providing service.
 - 2.3.6 Applicant falsifies his or her identity for the purpose of obtaining service.
 - 2.3.7 Service is already being provided at the address for which Applicant is requesting service.
 - 2.3.8 Service in the name of another customer currently living with the applicant at the same address for which service is being requested has been terminated for nonpayment and a delinquent balance is still outstanding.
 - 2.3.9 Prior customer was terminated for any of the below reasons and continues to reside on the premises for which applicant requests service.
 - a). Failure to pay a delinquent bill for utility service.
 - b). Failure to maintain deposit requirements.
 - c). Failure to pay for a bill to correct a previous under billing.
 - d). Failure to comply with curtailment procedures imposed by the city during service shortages.
 - e). Failure to provide reasonable and safe access to city's equipment and property.
 - f). Breach of written contract between City and Customer.
 - 2.3.10 Applicant has failed to obtain all required permits and/or inspections indicating that Applicant's facilities comply with local construction and safety codes.
- 2.4 Establishment of Residential Credit or Security Deposit.
 - 2.4.1 Residential Establishment of Credit. City may not require a security deposit from a new Applicant for residential wastewater collection and treatment service if Applicant is able to meet any of the following requirements:
 - 2.4.1.1 Applicant has had service of a comparable nature with City at another service location within past two (2) years and was not delinquent in payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.4.1.2 Applicant can provide a letter regarding credit or verification from a utility where service of a comparable nature was received within the last two years, and the letter states that the Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.

2.4.1.3 Applicant provides a guarantor, satisfactory to the City, to secure payment of bills for the service being requested.

2.4.2 Residential Establishment of Security Deposit. When credit cannot be established as provided for in Section 2.4.1 hereof or when it is determined that Applicant left an unpaid final bill owing to another utility, Applicant may be required to place a cash deposit to secure payment of bills for service.

2.5 Establishment of Nonresidential Credit or Security Deposit.

2.5.1 Nonresidential Establishment of Credit. City may not require a security deposit from a new Applicant for Nonresidential wastewater collection and treatment service if Applicant is able to meet any of the following requirements:

2.5.1.1 Applicant has had service for at least one year of a comparable nature with City at another service location within the past two years, and was not delinquent in payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.5.1.2 Applicant can provide a letter regarding credit or verification from a utility where service of a comparable nature was last received which states Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.

2.5.2 Nonresidential Establishment of Security Deposit - Except as provided in §2.5.1, all nonresidential Applicants may be required to:

2.5.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein, or

2.5.2.2 Provide a noncash security deposit in the form of a Surety Bond, Irrevocable Letter of Credit or Assignment of Moneys in an amount equal to the required security deposit.

2.6 Re-establishment of Security Deposits.

2.6.1 Residential - City may require a residential Customer to establish or reestablish a security deposit if Customer becomes delinquent or if the customer has been disconnected for nonpayment during the last twelve (12) months, or when Customers financial condition may jeopardize the payment of their bill as determined by a bankruptcy filing.

2.6.2 Nonresidential - City may require a nonresidential Customer to establish or reestablish a security deposit if the Customer becomes delinquent or if the Customer has been disconnected for nonpayment during the last twelve (12) months, or when the Customers financial condition may jeopardize the payment of their bill, as determined by a credit investigation, financial reorganization notice or bankruptcy filing.

2.7 Security Deposits.

2.7.1 Residential security deposits must be a minimum cash deposit of one hundred dollars (\$100.00) or two times the combined estimated monthly billing for water, wastewater and solid waste ' collection services whichever is the greater.

- 2.7.1.1 Deposits will automatically be refunded after 12 months of service provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless Customer has filed bankruptcy.
 - 2.7.2 Nonresidential security deposits may be either cash or noncash, as described in 2.7.2.1, and must be a minimum deposit of one hundred dollars (\$100.00), or two (2) times Customer's combined estimated monthly billing for water, wastewater and solid waste collection services.
 - 2.7.2.1 Deposits and noncash deposits on file with the City will be reviewed after twenty-four (24) months of service and will be refunded or released provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless the Customer's financial condition warrants extension of the security deposit. Deposits not returned within the first twenty four month period, shall be reviewed annually to determine if Customer qualifies for return of the deposit
 - 2.7.3 City reserves the right to increase or decrease the security deposit amount when the Customer's rate for monthly charges changes by more than ten (10) percent. Separate security deposits may be required for each location.
 - 2.7.4 Customer security deposits shall not preclude City from terminating agreement for service or suspending service for any failure in the performance of Customer obligation under the agreement for service.
 - 2.7.5 Cash deposits held by the City shall not earn interest. Deposits on inactive accounts may be applied to the final bill and the balance if any, will be refunded to the Customer of record within sixty (60) days.
 - 2.7.6 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.
- 2.8 Facility Extensions. Installations requiring the City to extend its facilities in order to establish collection and treatment service will be made in accordance with City's Conditions Governing Extensions of Wastewater Collection and Treatment Services.

3. Rates.

- 3.1 Rate Information - City shall provide a copy of the rate schedule to the Customer, when requested. In addition, City shall notify Customers of any changes of rate schedules affecting those Customers.
- 3.2 Rate Selection - Customer's service characteristics and service requirements determine the selection of the applicable rate schedule. City will use reasonable care in initially establishing service to the Customer under the most advantageous rate schedule applicable to the Customer. However, City cannot guarantee that the most economic applicable rate will be applied. City will not make any refunds in any instances where it is determined that Customer would have paid less for service had Customer been billed on an alternate applicable rate or provision of a rate.

4. Billing and Collection.

- 4.1 Customer billing.
 - 4.1.1 Wastewater collection and treatment service billing periods normally consist of approximately 30 days unless designated otherwise under the rate schedules or at City option.
 - 4.1.2 The City normally bills each premise separately for wastewater collection and treatment service; however, adjacent and contiguous premises not separated

by private or public property or right-of-way and operated as one integral unit under the same name and as a part of the same business and having only one connection to the wastewater collection system, may be considered a single premise.

4.1.3 Wastewater collection and treatment service bills will be rendered in combination with water service bills when the premise(s) is connected to the City's water system.

4.1.4 Customer's receiving a combination wastewater/water service bill may not pay the services separately.

4.2 Adjustment of Bills for Billing Error.

4.2.1 A billing error is an error by the City which results in incorrect billing charges to the Customer, Billing errors may include clerical errors by a City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include unauthorized use, failure of the customer to notify the City of changes in operation, or failure of the Customer to take advantage of a rate or condition of service which the Customer is eligible.

4.2.2 Where the City overcharges or undercharges a Customer as the result of a billing error, the City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three years in the case of an overcharge, and, in the case of an undercharge not to exceed three months for residential service and one year for any other class of service.

4.3 BUDGET BILLING

Every October customers except for solar customers who have been at their location for a 12-month period can enroll in the budget bill plan, which spreads out the costs of the utility bill evenly over a 12-month period, customers must be at a zero balance and not on a payment arrangement. Budget bills will settle-up every September, if the customer has used over their budget bill allotment and cannot pay their overage, they will be taken off the budget bill and put on a 12-month long-term payment arrangement, once the payment arrangement is fulfilled the customer can go back on the budget bill the next October. Budget bills will be recalculated every September to the amount the customer has used the year before the budget bill amount will either be higher or lower than the customer was paying the year before. Customers must sign a document of understanding when they enroll in the budget bill plan.

4.4 Collection Policy. It is the policy of the City to discontinue wastewater collection and treatment services to Customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The City's application for service and all bills shall contain an address and phone number where Customers may direct billing concerns.

4.4.1 All bills rendered by the City are due and payable no later than nineteen (19) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within ten (10) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of the City's termination procedure. City reserves the right to suspend or terminate Customer's service for:

- a.) nonpayment of delinquent service bills;
- b.) nonpayment of service establishment charges;
- c.) nonpayment of security deposits;
- d.) nonpayment of returned check charges;

- e.) nonpayment of late charges;
- f.) nonpayment of collection charges;
- g.) and/or to declare past due service bill amounts, past due service establishment charges, past due security deposits, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

4.4.2 If Customer has one or more utility services with City and one or more of such services is terminated for nonpayment and Customer is unwilling to make arrangements with City for payment, City shall be entitled to transfer the balance due on the terminated service(s) to any other active utility account of Customer. The failure of the Customer to pay the active account shall result in the suspension or termination of service thereunder. However residential wastewater collection and treatment service shall not be discontinued, because of nonpayment of other classes or types of wastewater collection and treatment service.

4.5 Responsibility for Payment of Bills.

4.5.1 Customer is responsible for the payment of bills for wastewater collection and treatment services unit service is ordered, discontinued, and the City has had two (2) working days' time to process request.

4.5.2 When an error is found to exist in the billing rendered to the Customer, City will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three years from the date the error is discovered. Any refunds to Customers resulting in adjusted billings will be made promptly upon discovery by City. Under billings by City shall be billed to Customer who may be given up to one year to pay if the under billing is less than one thousand dollars (\$1000.00), and up to year and half to pay if under billing is more than one thousand dollars (\$1000.00), without late payment penalties.

4.6 Returned Checks. If City is notified by the Customer's bank that the bank will not honor a check tendered by Customer for payment of any bill, City may require the Customer to make payment in cash, by money order, certified check or other means which guarantee the Customer's payment to the City

4.6.1 Customer shall be charged a fee of twenty five dollars (\$25.00) for 1st occurrence and thirty-five for each occurrence thereafter for each instance where Customer tenders payment of a bill with a check which is not honored by Customer's bank.

4.6.2 The tender of a dishonored check shall in no way:

- a) relieve Customer of the obligation to render payment to City under the original terms of the bill;
- b) or, defer City's right to terminate service for nonpayment of bills.

4.7 To avoid discontinuation of service, Customer may make payment in full, including any necessary deposit in accordance with Section 2.5 or, at City option, may make acceptable payment arrangements.

4.8 Payment Assistance and Counseling. The City will provide the following services to Customers unable to pay their Bills.

4.8.1 The City will offer installment payment plans to allow Customers to amortize past due and current amounts over a reasonable period of time. Customers who default on installment payment plans may not qualify for future installment payment arrangements.

- 4.8.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.
- 4.8.3 City will furnish Customer upon request, information on the availability of alternate sources of financial assistance.
- 4.9 STOP LOSS/ MAXIMUM DELINQUENCY/COLLECTION POLICY"
 - 4.9.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a customer account reaches the stop-loss maximum amount, the NPUA or the City shall provide the customer with a warning as set forth in the "Terms and Conditions" for the various utilities established by the City and as may be amended from time to time. The warning notice shall provide the customer with ten (10) days to pay the past due amount. If payment of the delinquent amount cannot be made in full within the ten (10) day period, the customer shall sign an amortization agreement ("Payment Agreement"), agreeing and acknowledging that the customer's account must be kept current and that the past due amount must be paid in equal monthly installments over a period of six (6) months – twelve (12) months dependent on the customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, the customer's utilities will be disconnected. A Payment Agreement shall only be offered to a customer if the customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period.
 - 4.9.2 Restoring Services. Before the utilities may be restored, the customer shall be required to pay one-half (1/2) of the amount in arrears; however, in the event the account is in the "final status" (the final bill has been prepared and the customer's deposit(s) have been applied to the outstanding balance), the customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. The customer shall also execute a separate Payment Agreement agreeing and acknowledging that the customer's account must be kept current and that the balance (the remaining one-half (1/2) of the amount in arrears) shall be paid in equal monthly installments over a period set in section 4.8.1 The customer shall further acknowledge and agree that service may be discontinued immediately, without further notice, if payment installments are not paid as set forth in the Payment Agreement and/or the current bill is not paid timely.
 - 4.9.3 Collections. If services have been disconnected as a result of non-payment, and (1) the customer does not reactivate said services, and (2) the bill is in the final status, the final bill will be sent to a collections agency.
 - 4.9.4 Deposits. A deposit or a letter of credit is required when a customer is initiating service with the NPUA as set forth in the Terms and Conditions except for "Large Users", defined below. In the event the customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. The NPUA will provide the customer with written notice that a deposit, in the amount equal to two (2) times customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the deposit due will be added to customer's next utility bill. NPUA will refund the deposit to the customer after it has received twelve (12) months of timely payments from the customer.

A Large User is defined as a customer whose monthly utility bills exceed, or are expected to exceed, \$20,000 on average. A cash deposit shall be required of Large Users.
 - 4.9.5 Subsequent Deposit. In the event that, after the deposit has been refunded to the customer, the customer receives two (2) late notices within a twelve (12)

month period, a subsequent/new deposit will be required for continuation of service. The NPUA will provide the customer with written notice that a new deposit, in the amount equal to two (2) times customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the new deposit due will be added to customer's next utility bill. NPUA will refund the deposit to the customer after the NPUA has received twelve (12) months of timely payments from the customer. (596-AC)

5. Service responsibilities of city and customer.

5.1 Responsibility -- Use of Service or Apparatus. City and Customer assume all responsibility on their respective sides of the wastewater collection system, as well as for any apparatus used in connection there with.

5.1.1 Customer and City each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the wastewater collection service or the use thereof on their respective sides of wastewater collection system. City, shall however, have the right to suspend or terminate service in the event City should learn of service use by Customer under hazardous conditions or for illegal purposes. In the event Customer's service are suspended or disconnected for these reasons, the Customer shall be entitled to request a hearing within 10 days to determine the validity of any allegations of illegal or hazardous conditions.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to City property.

5.1.3 Customer shall be responsible for payment or damage to City property arising from neglect, carelessness or misuse, and shall reimburse City for the cost of necessary repairs or replacements.

5.2 Service Interruptions -- Limitations on Liability of City. City shall not be liable to Customer for any damages occasioned by interruptions or curtailment of wastewater collection and treatment service except where caused by City's willful misconduct or gross negligence. City may, without incurring any liability, therefore, suspend Customer's wastewater collection and treatment service for periods reasonably required to permit City to accomplish repairs to or changes in any of City's facilities.

5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, City may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored

5.3 City Access to Customer Premises. City's authorized agents shall have safe access to Customer's premises at all reasonable hours to install, inspect, operate or maintain the wastewater collection system, and to inspect and determine the connected wastewater facilities and equipment. Neglect or refusal on the part of the Customer to provide such access shall be sufficient cause for discontinuance of service by City, and assurance of access may be required before service is restored.

5.4 Easements. All-suitable easements and right-of-way required by the City for any portion of the extension which is on premises owned, leased or otherwise controlled by Customer shall be furnished in City's name by the Customer without cost to City and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to the City.

6. Service connections. Customer shall install and maintain all premise connection sewers and the interconnection to the sewer main. Such installations shall comply with requirements of the City's Conditions Governing Extensions of Wastewater Collection and Services.
7. Termination of service.
 - 7.1 Customer Initiated Termination. A Customer requesting termination of wastewater collection and treatment services must provide the City with at least two working days' notice and a disconnect date. The Customer shall remain responsible for all service use until two working days after the disconnect notice or the requested disconnect date, whichever is later.
 - 7.2 Termination of Residential Service to Ill, Elderly, or Handicapped Customers.
 - 7.2.1 Residential Customers that are ill, elderly (over 65 years of age) or handicapped persons who have an inability to pay will not be terminated until all of the following have been attempted:
 - a) The Customer has been made aware of the availability of funds from various governmental and social assistance agencies which the City is aware of.
 - b) City has made a diligent effort to notify a third party previously designated by the Customer.
 - c) City has attempted to make satisfactory payment arrangements with Customer and/or previously designated third party.
 - 7.3 With Notice. City may without liability for injury or damage disconnect service to any Customer for any of the reasons stated below, provided City has met the termination notification requirements.
 - 7.3.1 The City may disconnect service after written notification for the following reasons:
 - a) Customer violation of any City rate schedules.
 - b) Failure of Customer to pay a delinquent bill for service.
 - c) Failure of Customer to meet or maintain deposit requirements.
 - d) Failure of Customer to provide reasonable access to equipment and property.
 - e) Customer breach of contract for service between city and customer
 - f) Failure of prior customer to pay a delinquent bill for service where the prior customer continues to reside on premises.
 - g) When necessary for City to comply with an order of any Governmental agency having such jurisdiction.
 - h) Customer fails to establish credit, after City, for Customer convenience, provided service before credit is established or continued service to a customer when credit was to be re-established.
 - i) The City shall have the right (but not the obligation) to remove any and all of its property
 - 7.3.2 Termination notice requirements.
 - a) Fifteen day advance written notice of intent to terminate for nonpayment, which can be included or be a part of monthly billing notices.
 - b) Five day advance written notice of intent to terminate for reasons other than nonpayment, which can be included or be a part of monthly billing notices.

- c) Two days advance written notice of intent to terminate for dishonored checks (NSF).
- d) Notice shall state reason for termination
- e) Notice shall be considered given to the Customer when a copy thereof is delivered to the service location or posted first class in the United States mail, addressed to the Customer's last known address.
- f) Service may be terminated on or after the day specified in the notice without giving further notice, if the violation has not been satisfied.
- g) Service may only be discontinued in conjunction with a personal visit to the premises by an authorized representative of the City.
- h) Notice shall state that any Customer disputing the correctness of a bill may have a hearing before a City representative.
- i) The City shall have the right (but not the obligation) to remove any and all of its property

7.4 Without Notice. City may without liability for injury or damage discontinue service to any Customer without notice under any of the following conditions:

- a) The existence of an obvious hazard to the health or safety of persons or property.
- b) Failure of Customer to comply with curtailment procedures imposed by City during a supply shortage.
- c) Failure of Customer to comply with the terms of any payment amortization agreement or contract.
- d) City has evidence of unauthorized resale or use of wastewater collection and treatment services.
- e) The City shall have the right (but not the obligation) to remove any and all of its property.

7.5 Restoration of Service. City shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the City.

8. Disputed bills and complaints.

8.1 Bill Inquiries and Complaint Investigations. A Customer may request a bill inquiry or complaint investigation by contacting the City's utilities office. An investigation will be completed by the city, and the Customer will be advised of the investigation's results and any action taken. If the Customer is seeking to set up an extended payment arrangement, the city will attempt to assist by offering an amortized payment schedule and provided the Customer has not defaulted on a previous payment agreement.

8.2 Unresolved Bill Inquiries and Complaint Investigation. If a customer is not satisfied with the investigation and/or action completed by the City's utilities office, the Customer should elevate the inquiry or complaint to the next level within the City staff, in the order recommended below.

- (a) Utility Business Manager or Supervisor
- (b) Public Utilities General Manager
- (c) City Manager

8.3 Appeal to The Utility Board. A Customer who is not satisfied or believes the staff investigation results are incorrect or unfair the Needles Board of Public Utilities. The Board will hear only appeals that have not been resolved to the Customer's satisfaction, after the City Manager has finalized his review. A form to request an appeal is available at the utilities office and must be submitted at least two weeks prior

to a regularly scheduled Board meeting to ensure placement on the agenda. The Customer is encouraged to be present at the Board hearing, or to have a representative present.

- 8.4 Appeal to the City Council. A Customer who remains unsatisfied after appealing their concerns to the Needles Board of Public Utilities, may appeal to the City Council for final resolution. The City Clerk will assist the Customer with scheduling the appeal. The Customer or his representative must be present at the Council meeting for the appeal to be heard and/or acted upon.
- 8.5 Payment of Disputed Bills. A Customer who has requested an investigation or who is appealing a determination shall not have the wastewater collection and treatment service disconnected for nonpayment of the disputed bill. If the Customer is disputing multiple months of billing, payment for one of the months being disputed may be withheld pending determination, but all remaining months being disputed must be paid to avoid being disconnected. for nonpayment. A customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Service use regulations.

9.1 General.

- 9.1.1 It shall be a misdemeanor for any person, firm or corporation to deposit, in an unsanitary manner, upon public or private property or other natural outlet within the city, or any area under the jurisdiction of the city, any human or animal excrement, sewage, industrial, household or similar wastes or contaminated water, except where suitable treatment has been provided in an approved and properly licensed or permitted collection and treatment system.
- 9.1.2 It shall be a misdemeanor for any person, firm or corporation to discharge sewage, wastewater, industrial waste, or other wastes into the city's treatment and collection system contrary to the provisions of the terms and conditions, federal or state pretreatment requirements, discharge permit requirements or any other order of the city.

- 9.2 Discharge of sewerage into collection and treatment system. No person shall discharge sewerage or wastewaters into the city's wastewater treatment facilities or collection system unless a discharge permit has been applied for and issued by the city. No permit shall be issued unless the application for the permit is accompanied with appropriate fees as required by the city.

- 9.3 Prohibited wastes. It shall be a misdemeanor for any person to discharge or cause to be discharged prohibited waste into any city wastewater sewer collection and treatment system.

- 9.3.1 Stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process water shall not be discharged to any sanitary sewer collection and treatment system.

- 9.3.1.1 Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to an approved natural outlet.

- 9.3.1.2 Industrial cooling water or unpolluted process water may be discharged, upon approval of the city, to a storm sewer or natural outlet.

- 9.3.2 Except as hereinafter provided, the following described waters or wastes shall not be discharged into the city's wastewater collection and treatment system.

- 9.3.2.1 Hot fluids. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit.

- 9.3.2.2 Oil, fats, grease. Any water or waste discharge which may contain more than fifty parts per million by weight of oil, fat or grease.
- 9.3.2.3 Flammables and explosives. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- 9.3.2.4 Solids and viscous substances. Any ashes, cinders, sand, straw, shavings, metal, glass, feathers, tar, plastics, wood, food substances that are not ground household garbage or other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the collection or treatment systems.
- 9.3.2.5 Deficient or excess pH. Any water or wastes having a pH lower than 5.5, or higher than 9.0, or having any other corrosive property capable of causing damage or hazards to the wastewater collection and treatment system structures, equipment or personnel.
- 9.3.2.6 Toxics and poison. Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater collection or treatment process, constitute a hazard to humans or animals, or create any hazard in the water or the lands receiving the effluent of the treatment plant.
- 9.3.2.7 Suspended solids. Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.
- 9.3.2.8 Noxious effluvium. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- 9.3.2.9 Other. Any other substance prohibited by federal, state or local law, or regulated by any governmental agency by permit, license, order, degree or other similar document.

9.4 Wastes requiring approval. No person shall without prior approval obtained from the city manager, or his authorized representative, discharge into the wastewater collection systems any water or wastes having:

- 9.4.1 Excessive oxygen demand. Water or wastes that have a five-day biochemical oxygen demand greater than three hundred parts per million weight shall be considered to have excessive oxygen demand.
- 9.4.2 Excessive suspended solids. Water or wastes that contain suspended solids greater than three hundred fifty parts per million weight shall be considered to have excessive suspended solids.
- 9.4.3 Restricted wastes. Water or wastes that contain any quantities of the restricted wastes having the characteristics described in Section 10.3.

9.5 Noncompliance.

- 9.5.1 The city shall discontinue service to a customer for noncompliance with the prohibited uses of wastewater service, if after notice the customer does not correct the violation within five days. Service will not be reestablished until after customer has complied.
- 9.5.2 If the city determines a prohibited use or other violation results in a potential public hazard or menace, then the city may enter on the customer's premise(s) and do such things and expend such sums as may be necessary to abate the potential hazard or menace without a five-day notice of correction. Customer shall reimburse the city for any such expenditures required.

- 9.6 Exemption procedure. A customer may request a special use exemption for a prohibited activity. The request must be in writing and shall be submitted to the public utilities general manager and approved by the Needles board of public utilities. The request must explain why the exemption is being sought, the benefits the customer will receive from such exemption, the approximate amount of waste or wastewater discharged, and the desired time period of the exemption. Approval must be received prior to customer using service for a prohibited activity.

10. Industrial waste and wastewater.

10.1 Discharge Permits.

- 10.1.1 All industrial customers proposing to connect to or to contribute to the wastewater treatment and collection system shall obtain an Industrial Wastewater Discharge Permit before connecting to or contributing to the system.
- 10.1.2 Industrial customers requesting an Industrial Wastewater Discharge Permit shall complete the appropriate application form, which may require:
- a) Name, mailing address, and location of facility
 - b) SIC number, according to the Standard Industrial Classification Manual, Bureau of Budget, 1987, as amended.
 - c) Wastewater constituents and characteristics as measured by a state certified laboratory.
 - d) Time and duration of proposed discharge
 - e) Average daily and peak wastewater flow rates, including any seasonal variances.
 - f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation.
 - g) Description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged
 - h) Whether or not discharge is subject to pretreatment standards (categorical or local), and if such pretreatment will be met on a consistent basis.
 - i) Any other information required by the city to evaluate the application.
- 10.1.3 Within sixty (60) days after receipt of a completed application, an approved industrial pretreatment program from the appropriate regulatory agency and permit filing fees, the City will evaluate the data furnished by the user and submit the application to the Board of Public Utilities for review of the Industrial Wastewater Discharge Permit. After evaluation and acceptance of the data furnished, the Board of Public Utilities may recommend the issuance of the Industrial Wastewater Discharge Permit and establish an appropriate monthly service fee. Final approval of the Board's recommendation and the monthly service fee by the City Council is required prior to issuance of the permit. If the Board determines that the proposed discharge will not be acceptable, they shall disapprove the application and notify the applicant.
- 10.1.4 Industrial Wastewater Discharge Permits shall be subject to all provisions contained in the Terms and Conditions for The Sale Of Waste Water Treatment And Collection Service, applicable regulations, charges and fees established by the City. Permits may contain the following:

- a) The unit charge or schedule of user charges and fees for the wastewater discharge.
- b) Limitations on the average and maximum wastewater constituents and characteristics.
- c) Limitations on the average and maximum flow rate and time of discharge or requirements for flow regulation and equalization.
- d) Requirements for installation and maintenance of inspection and sampling facilities.
- e) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number and type and standards for analyses.
- f) Compliance schedules.
- g) Requirements for submission of technical or discharge reports.
- h) Requirements for maintaining and retaining plant records relating to the wastewater discharge.
- i) Other conditions as deemed appropriate to ensure compliance with the permit, Terms and Conditions, or applicable laws or regulations.

10.1.5 The terms and conditions of an Industrial Wastewater Discharge Permit may be modified by the City during the term of the permit as federal, state or local limitations and requirements are modified or other just cause exists.

10.1.6 Permits shall be issued for a specified time period, not to exceed three years. A permit may be issued for a period less than three years or may be stated to expire on a specific date. The customer shall apply for permit reissuance a minimum of sixty (60) days prior to the expiration of the customer's existing permit.

10.1.7 Industrial Wastewater Discharge Permits are issued to a specific customer for a specific operation. An Industrial Wastewater Discharge Permit shall not be reassigned transferred or sold without the written approval of the City Manager or his authorized representative and the Board of Public Utilities. Any succeeding owner or customer shall also comply with the terms and conditions of the existing permit.

10.2 Alteration of Discharge. If the customer wishes to make an alteration to pretreatment facilities or the connection(s) to the City's wastewater collection system, or if customer wishes to discharge additional, or excess of the approved amount of wastes, or wastes of a different nature, type or substance not consistent with the original permit approval, the customer shall submit a letter to the City requesting such approval. The City shall process the request in the same manner as the original application for an Industrial Wastewater Discharge Permit and may request the customer reapply for an updated permit prior to any approval.

10.3 Discharge of Unapproved Material Unlawful. It shall be a Misdemeanor for any person to discharge into the City's wastewater treatment and collection system, directly or indirectly, any industrial wastewater which is not approved as to kind and amounts and is discharged without an approved Industrial Wastewater Discharge Permit.

10.4 Compliance with Standards. Except as set forth in the Terms and Conditions, no industrial waste shall be discharged to the City's wastewater treatment plant or collection system unless it conforms to the requirements set forth in Sections 10 and 11. Compliance to requirements shall be based on the mean values obtained from analysis of industrial waste samples representative of the quantity and quality of the discharge to the sewer at the point of entry of industrial waste to the City's collection system, or, if this is not feasible, at other points up the stream of the individual industrial waste discharge. All such samples shall be weighted with the flow at the sampling point to furnish the values weighted with time and quantity for each

required chemical constituent. Wherever deemed practical by the City, these industrial wastewater samples may be composited with regard to time and quantity and the analysis made from such composite samples

10.5 Additional Industrial Wastewater Discharge Restrictions - Industrial wastewater dischargers shall comply with the below discharge restrictions:

- 10.5.1 The content of total oil and grease shall at no time exceed six hundred milligrams per liter.
- 10.5.2 The content of floatable oil and grease shall at no time exceed one hundred milligrams per liter.
- 10.5.3 The content of floatable hydrocarbon oil shall at no time exceed one hundred milligrams per liter.
- 10.5.4 The daily average five-day biochemical oxygen demand shall at no time exceed one thousand milligrams per liter.
- 10.5.5 The daily average dissolved sulfide content shall at no time exceed one-tenth milligram per liter.
- 10.5.6 The pH shall at no time be below 6.0.

10.6 Monitoring and Inspection.

- 10.6.1 City may require monitoring facilities be provided and operated at the user's own expense, to allow inspection, sampling and flow measurement of the wastewater flow and the user's internal drainage systems. The monitoring facility should normally be situated on the customer's premises, but the city may, when such a location would be impractical or cause undue hardship on the customer, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measurement equipment shall be maintained at all times in a safe and proper operating condition at the expense of the customer. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards. and specifications. Construction shall be The Completed within ninety days following written notification from the City.
- 10.6.2 The City may inspect the facilities of any customer to ascertain. whether all permit and discharge requirements are being met Persons or occupants of premises where wastewater is created or discharged shall allow the City's inspector ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any other related duties. The City inspector shall have the right to set up on the customer's property such devices as necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a customer has security measures in force which would require proper identification and clearance before entry into their premises, the customer shall make necessary arrangements with their security personnel so that upon presentation of suitable identification personnel from the City will be permitted to enter, without delay, for the purposes of performing their responsibilities.

10.7 Revocation of Wastewater Discharge Permit. An Industrial Wastewater Discharge Permit may be revoked when it is found that the discharge is in violation of the provisions of the Terms and Conditions, or the permit requirements. Any person

notified of a suspension of the wastewater treatment service and/or the wastewater discharge permit shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take steps as deemed necessary, including immediate severance of the sewer connection(s), to prevent and minimize damage to the treatment facilities and collection system, or harm to any individuals. The City may reinstate the Industrial Wastewater Discharge Permit and/or the wastewater treatment and collection service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within twenty days of the date of any violation.

- 10.8 Federal categorical Pretreatment Standards. Upon the effective date of a federal or state categorical pretreatment standard for a particular industrial category, the federal or state standard, if more stringent than limitations imposed by the terms and conditions of the Industrial Wastewater Discharge Permit shall immediately supersede the limitations imposed by either documents. The City shall notify all affected users of the pretreatment changes and the applicable reporting requirements.
- 10.9 Confidential Information. Information and data on a customer obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the customer specifically requests and is able to demonstrate to the satisfaction of the City Manager or his authorized representative, that the release of such information would divulge information, processes or methods of production entitled to protection pursuant to state or federal law. When requested by a customer, the portions of a report which might disclose legally protected information shall not be made available upon written request to governmental agencies for uses related to the Terms and Conditions, the National Pollution Discharge Elimination System (NPDES) permit, and/or the pretreatment program; provided, however that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person or corporation furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.
- 10.10 Waiver of standards.
 - 10.10.1 The City may waive constituent standards for industrial wastewater discharge established by the Terms and Conditions, if after evaluation the City determines that:
 - 10.10.1.1 The discharge will not cause harm to the treatment facilities or the collection system. nor cause any unreasonably or inequitably burden on the operation of either the treatment facilities or the collection system.
 - 10.10.1.2 The individual discharge, when evaluated with the existing treatment and collection flow, does not affect the ability of the City to meet the requirements of the Regional Water Quality Control Board or other regulatory agencies or permits
 - 10.10.1.3 The discharge does not violate applicable State and Federal regulations.
 - 10.10.1.4 The discharge does not contain toxic constituents in excess of the Regional Water Quality Control Board requirements.
 - 10.10.1.5 Customer meets all federal categorical pretreatment standards.

10.10.1.6 The Board of Public Utilities and the City Council approve such waiver.

10.10.2 An approved Industrial Wastewater Discharge Permit with a waiver or modification of standards shall include a statement from the City as to why the waiver is reasonable. Any permit granted with such a waiver may be withdrawn at any time the city makes a determination that either the treatment facilities or collection system is burdened, or the city ability to meet regulatory or permit requirements is materially affected.

10.11 Discharge Permit Fees. All Industrial Wastewater discharges shall be required to pay an Industrial Wastewater Discharge Permit fee at the time of submittal of application and at the time of renewal.

11. Grease, oil, sand and lint interceptors. Grease, oil, sand and lint interceptors shall be provided when, in the opinion of the City, they are necessary to the properly collect and treat wastewater containing grease in excessive amounts or other flammable wastes, or sand, lint or other harmful ingredients, except that, such interceptors shall not be required for private single-family residences. Interceptors shall be located in an accessible location for easy cleaning and inspection.

Installation and maintenance expense shall be by customer. Maintenance shall be scheduled and completed by customer in a manner that ensures continuous and efficient operation at all times.

12. Vehicle servicing facility requirements.

12.1 Any facility maintained for the servicing, repair or washing of vehicles, roadway or farm machinery, or industrial or heavy equipment shall install and maintain a sand-and-oil interceptor. The wastewater from bathrooms of such servicing facilities shall not be allowed to pass through the interceptor, but all other wastewater at the facility shall pass through the interceptor before discharging to the City's wastewater collection system.

12.2 The interceptors at such servicing, repair or washing facilities shall be designed to have operating fluid capacity capable of handling maximum possible flows and sized so that a seven day accumulation of sand and oil together will not fill more than 25% of the fluid capacity. The interceptor shall also be designed to retain any oil or grease which will float and any sand which will settle, as well as be watertight and structurally sound and durable. The interceptor shall be located for easy cleaning and inspection.

12.3 The customer shall provide the City with a drawing of the interceptor design and the connections to interior exterior piping, and the drawing shall include a statement of verification from a civil engineer registered in the State of California that the design meets all the requirements of Section 13 of the Terms and Conditions.

12.4 Maintenance of the interceptor shall be scheduled and completed by customer in a manner that ensures continuous and efficient operation at all times.

12.5 If the City determines that a customer is not properly servicing or maintaining a customer-owned interceptor, the City may, at its discretion, either disconnect service to the premise(s) or enter on the customer's premise(s) and do such things and expend such sums as may be necessary to abate the problem(s), after providing the customer with a five-day notice of correction. If in the opinion of the City the interceptor problems presents an imminent hazard to the public, the City may either interrupt service or make repairs to the interceptor without notice. Customer shall reimburse the City for any such expenditures required.

13. Customer-owned lift stations.

13.1 Maintenance of the customer owned lift station shall be scheduled and completed by owner or occupier in a manner that ensures continuous and efficient operation at all times.

13.2 If the City determines that a customer is not properly servicing or maintaining a customer-owned lift station, the City may, at its discretion, either disconnect service to the premise(s) or enter on the customer's premise(s) and do such things and expend such sums as may be necessary to abate the problem(s), after providing the customer with a five-day notice of correction. If in the opinion of the city the lift station problems present an imminent hazard to the

public, the City may either interrupt service or make repairs to the lift station without notice. Customer shall reimburse the City for any such expenditures required.

14. Disposal of wastes from permitted waste haulers.

14.1 The City will provide wastewater treatment services to septage system pumpers and contractors who are properly licensed and permitted for septage waste hauling by the appropriate regulatory agency(ies) and the City of Needles. Disposal of septage shall be restricted to only pumpings from residential and commercial septage systems in non-sewered areas within fifteen miles of the City of Needles and within the State of California.

14.2 It shall be a misdemeanor to dispose of any non-septage system waste in the City wastewater treatment facility or collection system, or residential or commercial septage system waste without a valid City of Needles Septage- Discharge Permit and a completed and authorized Septage Discharge Manifest.

14.3 Commercial grease traps and similar Wastewater interceptor pumpings shall not be discharged into the City wastewater treatment facility or collection system. Interceptor pumpings shall be disposed of at approved landfills or other facilities established for such waste treatment.

14.4 Industrial system waste shall not be discharged into the City wastewater treatment facility or collection system. Such wastes shall be disposed of at approved waste treatment facilities.

14.5 Septage Discharge Permits.

14.5.1 All septage pumpers and contractors proposing to discharge to the City's wastewater treatment and collection system shall obtain a City of Needles Septage Discharge Permit before discharging any wastes to the system. A permit shall be issued for a five-year period and shall cost \$1000.

14.5.2 A Septage Discharge Permit may be rescinded for noncompliance to the Terms and Conditions, permit requirements, State or other regulatory requirements, or for falsification of documentation or unauthorized disposal of septage into the City wastewater treatment facility or collection system.

14.5.3 Septage system pumpers and contractors requesting a Septage Discharge Permit shall complete the appropriate application form, which may require:

- a.) Name, mailing address, telephone number and location of business.
- b.) Name of owner and contact person.
- c.) Emergency or after-hours phone number.
- d.) California waste hauling permit number.
- e.) List of Company vehicles, license numbers and hauling capacity.
- f.) Estimated annual number of discharges and volume per discharge.
- g.) List of chemicals that may be added to septage by pumper or contractor.
- h.) Copy of MSDS for any such listed chemicals.
- i.) Any other information required by the City to evaluate the application.

14.6 Septage system discharge will be accepted at the wastewater treatment facility during normal operating hours Monday-Friday, and on an after-hours basis, when practical. No septage system pumpings shall be discharged into the City's treatment facility or collection system without an approved and accepted Septic Discharge Manifest. All discharges into the wastewater system shall be supervised by an authorized City employee.

14.7 The fees for the discharge of septage into the treatment facility or collection system shall include categories for disposal of septage from within the City limits; outside the City limits and for after-hour disposal services. Such fees shall be established by the City Council, after recommendation by the Board of Public Utilities.

15. Ion-exchange treating devices.

15.1 No ion-exchange treating device shall be installed, enlarged., used, replaced or regenerated in the City, and no wastewater from an ion-exchange water treating device shall be discharged to the soil or to a storm channel in the City, or to the City wastewater collection and treatment system unless:

15.1.1 Said device is a softener qualifying for registration under Section 16.3 and duly registered; or

15.1.2 A permit for said installation, enlargement, use, replacement, or regeneration has been obtained from the City as provided in Section 16.4 and 16.5, and the operation conforms to the terms of said permit.

15.2 It shall be a misdemeanor for anyone to offer on-site regeneration softeners for sale or rent in the City, or to solicit an owner or occupant of property in the City to purchase or rent such a unit, or to install a softener with provision for on-site regeneration except where the purchaser or renter holds a valid permit from the City for such installations. The penalties for making such a sale, rental or installation includes the requirement that the party remove the illegally installed unit, and that the vendors business license be suspended.

15.3 An ion-exchange water treating device having a total volume less than four cubic feet and having facilities for on-the-premise regeneration which was in service on March 1, 1994, is required to have been registered with the City within ninety days after said date. A duly registered device may be continued in use; provided, however, that no more than one hundred fifty pounds of salt per month are used in regenerating such device. This provision does not extend to the enlargement or replacement of such device or its transfer to another property. Any enlargement, replacement or transfer shall be considered as a new installation.

15.4 A permit is required for the installation, enlargement, use replacement or regeneration of any ion-exchange water treating device in the City if such device does not qualify for registration under Section 16.3: A permit may be granted only if none of the regenerating chemicals will be discharged to the City wastewater collection and treatment facility, storm channel, and/or the earth.

15.5 Any person desiring a permit for the installation, enlargement, use, replacement or regeneration of an ion-exchange water treating device shall apply to the City and shall submit information to support claims that the proposed operation will conform to the qualifications of Section 16.4, and such other information as may be requested. If the City finds that the information furnished by the applicant is sufficient to show that the operation meets the qualifications of Section 16.4, a permit shall be issued. The permit shall state the conditions that the applicant must meet and may include a requirement that the applicant submit periodic reports to the City. The required frequency of the reports and the contents thereof shall be as determined by the City. The permit may also include a requirement that the applicant install facilities for convenient sampling of the wastewater stream.

15.6 City may revoke the permit for any ion-exchange treatment device, if the permittee violates any of the requirements of Section 16.

16. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total wastewater collection and treatment system, the Customer will be notified by the city to reduce or terminate use of service. Such notifications may be made by mail, phone, or in-person. The city will curtail service on a proportionate basis, where possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the city. A service re-establishment charge of \$200.00 will be assessed for a first time violation, \$500.00 for second violation, and \$1000.00 for a third violation. A customer who violates curtailment requirements more than three times may not be allowed to reestablish service.

17. Successors and assigns. Agreements for service shall be binding upon and for the benefit of the successors and assigns of Customer and City, but no assignments by Customer shall be effective until Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by the city.

18. Warranty. There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of wastewater treatment and

collection services by the City to the Customer. These Terms and Conditions state the entire obligation of the City in connection with such services.

Article II. Conditions Governing the Extension of Wastewater Collection and Treatment Services.

Sec. 17-2. Conditions governing the extension of wastewater collection and treatment services. Application for city's wastewater collection and treatment service often involves construction of new facilities for various distances and costs depending upon customer's location, size and characteristics. With such variations, it is necessary to establish conditions under which the city will extend its facilities.

All extensions are subject to the availability of adequate capacity and city facilities at the beginning point of an extension. These rules shall govern extensions of the wastewater collection systems and expansion of treatment facilities to serve customers, when such requirements are deemed by the city to be usual and reasonable in nature.

1. Basis for extensions.

- 1.1 Economic feasibility basis: all classes of service.
- 1.2 Responsible resource development basis: residential service only.
- 1.3 Economic development basis: specific applications only.
- 1.4 Doubtful permanency basis: all classes of service.
- 1.5 Temporary basis: all classes of service.
- 1.6 Seasonal customer basis: all classes of service.

2. Extension conditions.

2.1 Connection of premises to public sewer system required; exceptions. No person within the city owning any premises on which the nearest outlet of the plumbing system of such premises is located within two hundred feet from the municipal wastewater system shall use any means of sewage disposal other than the municipal wastewater system.

2.1.1 Every person owning any premises within two hundred feet of the municipal wastewater system upon or in which any sewage is produced shall be required to connect such premises to the municipal wastewater system within thirty days from the date of completion and acceptance of the municipal system by the city. Exception to this requirement will be made for single-family residences located in a subdivision approved for subsurface sewage disposal after January 1, 1968, unless it is determined that the continued subsurface sewage disposal constitutes a menace to health.

2.1.2 The use of and/or maintenance of cesspools, septic tanks or other local means of sewage treatment and disposal on any premises located within two hundred feet of the municipal wastewater system shall constitute a public nuisance, and the city may invoke any legal means or police power to abate the problem.

2.2 Temporary customers.

2.2.1 General. Service to be rendered to a customer for a period of less than twelve consecutive calendar months shall be extended as a temporary service. The city, at its option, may classify any facilities that are known to be removed after a specific period, or upon completion of a project as temporary, even though service may be rendered beyond twelve consecutive months.

2.2.2 Where temporary connection of a premises to the municipal wastewater system is required by a customer, then the customer shall make a nonrefundable contribution of four times the connection fee established by this chapter of the City Code for the type of premises being connected.

2.3 Real estate development. No real estate development within the city shall use any means of sewage disposal other than the municipal wastewater system, unless approved by the board of utilities and the city council. Extensions of wastewater collection and treatment facilities within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., may be made in advance of

application for service by permanent customers. These extensions are eligible to qualify for either the economic feasibility or the responsible resource development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by the city based upon the estimated requirements and city rate schedule for each customer location. Only city determined estimated revenues shall be used for economic feasibility studies.

2.3.1 Mobile home parks. City shall not allow new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is connected to the municipal wastewater system, or an exception for the construction and/or expansion has been granted by the board of public utilities and the city council.

2.3.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall not allow new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion connected to the municipal wastewater system, or an exception for the construction and/or expansion has been granted by the board of public utilities and the city council.

2.3.3 Recreational vehicle parks, campgrounds, marinas and similar developments. City shall not allow new construction and/or expansion of recreational vehicle parks, campgrounds, marinas and similar developments unless the construction or expansion connected to the municipal wastewater system, or an exception for the construction and/or expansion has been granted by the board of public utilities and the city council.

2.4 Seasonal customers. Extensions of wastewater collection and treatment facilities to customer's premises which will be continuously occupied less than nine months out of each twelve-month period may be made only if the customer pays two times the connection fees established by this chapter of the City Code for the type of premises being connected.

3. Refunds.

3.1 Customer shall make a nonrefundable payment of connection fees, as required in this chapter, prior to receiving wastewater service.

3.2 Refund of wastewater system extension costs.

3.2.1 If additional customers connect to the customer's extension within five years after acceptance of the customer's extension by the city, the customer may be eligible for a partial refund of construction costs. To be eligible for a refund the customer's total extension construction costs, (less premises connection construction costs and connection fees) must be over two hundred dollars, and the additional customer's construction must also be an extension(s) directly connected to, or service lines directly connected to the customer's extension. If these conditions are met, then the additional customer(s) must pay a portion of the customer's extension construction costs. The amount due shall be based upon the amount of extension capacity required by the additional customer(s). The additional customer(s) are not required to reimburse the customer's extension costs, if the additional customer(s) cannot be served by the customer's extension, or the customer's extension must be upgraded in size, or a lift station must be installed to increase capacity, or the customer's extension main(s), service(s) or trunk line(s) that are being extended from are gravity lines and are eight inches in diameter or smaller.

3.2.2 To be eligible for refund of construction costs, the customer must, before construction is completed: execute a wastewater service extension agreement; submit final engineering drawings of the wastewater system and costs estimates which separate service or premises connection costs from the main or trunk line construction costs; and provide a written summary of the estimated total capacity and required capacity of each main or trunk line for the premises being served. The city shall review and approve the drawings, estimates and summary prior to the final agreement being executed.

3.2.3 The city will require additional customer(s) whose extension meets the above criteria to reimburse the customer through a nonrefundable contribution to construction made payable to the city. The contributions will be calculated by multiplying the original construction costs, less premises connection construction costs and connection fees, by the percentage of capacity required by the additional customer(s) development. The city shall then add a fifteen percent administrative fee to the calculated amount, and the total of the two amounts shall be the

nonrefundable contribution required from the additional customer(s). The city shall then pay the original customer the calculated percentage of capacity costs, and shall retain the administrative fee. Customer shall not earn interest on extension construction costs that are refundable.

3.2.4 Reimbursements can only be made to the customer, developer or developer's company, whoever executed the extension agreement. If development or property ownership or control changes during the refund period, it is the customer/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. The city will not honor any contractual or other arrangement that transfers the refund from the original customer/developer, who executed the extension agreement to another party, even if a refund resolution agreement exists between the parties.

3.2.5 Customers shall not receive refunds for capacity greater than the original estimated amount. In other words, if the agreement executed states the customer's development will utilize forty-five percent of the system capacity, and the actual capacity required is less, the city shall only collect refunds for the fifty-five percent of noncommitted capacity. In the above example, the customer shall not be entitled to a construction costs refund of greater than fifty-five percent regardless of how much additional capacity may be connected.

4. Municipal wastewater connections and construction.

4.1 General policy.

4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, valve enclosures, manholes, shoring, bedding, backfill, compaction and surface restoration, in accordance with city specifications.

4.1.2 Customer or developer shall conform to city's installation and utility facility placement specifications and standards.

4.1.3 Customer or developer shall provide all materials and installation for piping, valves, cleanouts, lift stations and similar materials and/or equipment as required by city specifications.

4.1.4 Customers or developers requesting wastewater extension may be required to sign a wastewater collection and treatment extension agreement.

4.1.5 If, after construction of the extension, final clearance or grade is changed in such a way as to require relocation of the wastewater facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by the customer or developer.

4.2 Permit required for sewer construction. No person shall construct, use or alter any municipal wastewater system or house connection sewer without first obtaining a public works permit from the city.

4.3 Inspection and city acceptance of trench, piping and associated equipment.

4.3.1 The city shall inspect the customer/developer installed trench, piping and associated wastewater equipment on a mutually agreed upon date prior to the customer/developer shading and backfilling the trenching, piping and associated wastewater equipment. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by the customer/developer and the city.

4.3.2 When the city has approved the trenching, piping and associated wastewater equipment installation, a second inspection date shall be mutually agreed to for inspection of the trench, piping and associated wastewater equipment after shading and prior to backfill.

4.3.3 When the trench and conduit shading has been approved, the customer/developer shall complete backfilling and compaction of the trench. The city shall inspect final trench backfill and compaction, and approve prior to final surface restoration.

4.3.4 When the backfill and compaction has been approved, the customer/developer must complete final surface restoration of existing roadways, sidewalks, walkways, bike paths, etc., as specified by the city. If the final surface of the trench is in a new development, actual surfacing can be completed in the normal sequence of the project's construction, but such completion must be within a reasonable period of time. If such surface restoration is not completed as required, the city will complete the restoration and bill the customer/developer for actual costs plus appropriate overhead and/or administrative fees.

4.3.5 In addition to the above trenching, piping and associated wastewater equipment installation inspections, the city may require additional inspections for safety, fire, building or other code compliance.

4.4 Sewer construction specifications.

4.4.1 All pipe shall be laid up grade on an unyielding foundation, true to line and grade with a uniform bearing foundation under the full length of the pipe. All adjustments to line and grade shall be made by scraping away or filling, and not by wedging or blocking.

4.4.2 All sewer piping must be approved for sewer use, and must comply with city specifications.

4.4.3 Connecting sewer pipe grades shall be per city specifications to insure proper flow into the municipal wastewater system.

4.4.4 All house connecting sewers must be laid by most direct route as approved by the city, and must be free of pinched joints, changes of grade or unnecessary bends or fittings.

4.4.5 Cleanouts shall be installed per city specifications, and shall be the same size as the pipes they serve.

4.5 Easements. All suitable easements or rights-of-way required by city for any portion of the extension shall be furnished in city's name by customer without cost to or condemnation by city, and in reasonable time to meet proposed service requirements. All easements and rights-of-way obtained on behalf of city shall contain such terms and conditions as are acceptable to the city.

4.6 Ownership. Except for customer-owned facilities, which includes the connecting sewer pipe to the municipal wastewater system, all construction, including that for which customers have made advances and/or contributions, will be owned, operated and maintained by city, after acceptance by the city.

4.7 Measurement and location.

4.7.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by the city.

4.7.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to city.

4.7.3 The extension must be a branch form, the continuation of, or an addition to the city's existing wastewater system, unless approved by the board of public utilities and the city council.

4.8 Unusual circumstances. In unusual circumstances, as determined by the city, when the application and provisions of this policy appear impractical, or in case of extensions of the municipal wastewater system is different than specified in the applicable rate structure, or in case customer's requirements exceed the municipal wastewater system capacity or other similar limitation, the city will make a special study of the conditions to determine the basis on which service may be provided.

4.9 Nonstandard construction. Where extensions of wastewater collection and treatment facilities require construction that is in any way nonstandard, as determined by city, or if unusual obstructions are encountered, customer may request city approval for a variance prior to beginning construction or modifications.

4.10 Change in customer's service requirements. Customer may rebuild or modify existing facilities to meet customer's added discharges or change in service requirements only after obtaining a permit from the city. The city reserves the right to refuse such rebuild or modification requests, when such requests are not consistent with the terms and conditions for the sale of wastewater collection and treatment services, or the city's engineering standards, or state or federal regulations.

4.11 Design deposit. An applicant(s) who is not a real estate development may request the city to prepare detailed plans, specifications or cost estimates for the extension of the municipal wastewater system. The preparation of such detailed plans, specifications or cost estimates will be completed by the city, or a contractor hired by the city, at city option, and may require a payment from the applicant of an amount equal to the estimated costs of preparation. If the plans, specifications or cost estimates are prepared for an applicant(s), the city, at its option, may credit the design costs to the cost of construction, if the applicant(s) decide to complete the

construction within twelve months after the design is prepared. City, at its option, may prepare for the applicant, without charge, a preliminary sketch and rough estimate of the costs to extend wastewater service to a premises upon request.

5. Improvement, assessment and lien agreements.

5.1 General policy. Improvement, assessment and lien agreements are not available to real estate developments or to customers where the extension is serving within a development that has been built since 1980, unless such development was built in an area where municipal wastewater service was not previously available. The purpose of improvement, assessment or lien agreement is to aid property owners, within existing developments with installing sewage connections to the municipal wastewater system from a cesspool, septic tank or similar sewage treatment system.

5.2 An individual or group of property owners may request the city extend the municipal wastewater system to serve premises currently not being served by the system. However, no sewer line, lateral or drain shall be constructed unless three-fourths of the adjoining property owners to such wastewater lines have paid the fees required for construction, or executed appropriate assessment or improvement district documents or payment of such fees. The individual or group of property owners requesting service is responsible for securing commitments and having documents executed by the required three-fourths of the adjoining property owners.

5.3 Installment and lien agreements.

5.3.1 A written installment and lien agreement must be signed by the property owner(s) who are not paying the cost of the wastewater system construction in cash, or who have not formed an assessment or improvement district. Such agreement(s) shall be filed with the city clerk, and shall include a promissory note secured by a deed of trust. The note shall bear interest at a rate of six percent per annum, and the interest shall be paid to the city. The corporate trustee named by the deed of trust shall be selected by the city, and the note shall become immediately due upon default of any payment or interest amount.

5.3.2 Property owners not paying the cost of the wastewater system construction in cash or through assessment or improvement districts shall pay such costs of construction in installments of not less than twenty-percent. A deposit of twenty percent is required at time of agreement execution, and the remaining amount shall be paid in twenty percent increments on three-month intervals, with the first month being due three months after the agreement execution date.

5.3.3 In the event of default, the city may require the purchaser to pay cost of sale including, but not limited to, trustee sale costs, fees incurred by city and trustee, evidence of title and legal costs.

5.3.4 The city may before executing an installment and lien agreement require the property owner to furnish a title insurance policy to confirm the condition of the title. Upon receipt of such title insurance policy, the city may refuse to enter into an agreement, if the policy demonstrates, in the city's opinion, the lien does not provide adequate security for the city.

5.3.5 The city shall not be obligated to accept any installment and lien agreement in lieu of cash or assessment or improvement district, and may its option, deem the security inadequate or may refuse to enter into such agreement(s) based upon the financial burden they may create.

5.4 Any wastewater extension being completed per the requirements of this section shall be done through written agreement, and the agreement shall contain a description of the work to be performed, a schedule of construction, an estimate of costs, and shall provide for the city to perform the work or for the city to contract with others with the completion of the work, at its option.

6. Economic feasibility basis extensions.

6.1 General policy. Economic feasibility basis extension may be made only if all of the following conditions exist:

6.1.1 Extension shall be for a new permanent customer or group of new permanent customer. A customer shall be considered permanent when:

(a) Service will be rendered to the customer for a period greater than twelve months;

(b) Removal or abandonment of the wastewater collection and treatment facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The service will be activated within thirty days after completion of the extension.

6.1.2 The total extension is determined to be economically feasible for the city, as defined in Section 6.2.

6.1.3 Customer constructs the extension and transfers ownership of the facilities to the city. Customer shall comply with city standards and specifications, and must coordinate construction activities with the city closely to insure proper inspections and final acceptance.

6.2 Extension qualifications. Extensions shall be allowed, when the conditions in Section 6.1 are met and the extension is determined to be economically feasible by the city. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the estimated wastewater collection and treatment maintenance and operating costs, provide an adequate rate of return on investment to the city.

6.3 Extensions not qualifying. City, at its option, may extend its facilities to customers whose use does not satisfy the economic feasibility requirements of Section 6.2, provided such customers sign an extension agreement and agree to pay a special rate or an annual facilities charge to make the facilities economically feasible.

6.4 Construction costs, except for connection fees and premises connection construction costs, are subject to refund.

7. Responsible resource development basis (residential real estate developments only).

7.1 General policy. The responsible resource development basis extension is structured to encourage total resource management and conservation equipment, applications and appliances in residential real estate developments being served by the city. The qualifications for the responsible resource development basis are periodically modified to ensure that the criteria being used represents the current energy, water and wastewater standards and technologies within the utility and home building industries. Since the responsible resource development extension involves city financial participation, the developer may be required to provide additional development and/or financial information prior to the approval of the extension. Responsible resource development basis extensions are available only if all of the following conditions exist:

7.1.1 The residential development being developed is for new permanent residential customers. A customer shall be considered permanent when:

(a) Service will be rendered to the customer for a period greater than twelve months;

(b) Removal or abandonment of the wastewater collection and treatment facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The service will be activated within thirty days after completion of the extension.

7.1.2 The final development and/or phase of the development is determined to be economically feasible by the city. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the estimated wastewater collection and treatment maintenance and operating costs, provide an adequate rate of return on investment to the city.

7.1.3 The developer agrees to meet the responsible resource development basis equipment, appliance and application requirements for electric, water and wastewater in each residence and common area or amenity facilities.

7.1.4 The developer agrees to provide, if requested, any information needed to assess the project's feasibility, developer's financial ability, developer's business or development history, and/or the developer's plans for the project.

7.1.5 Developer constructs the wastewater extension to and within the development, and transfers ownership of the facilities to the city per city standards and specifications.

7.1.6 The development is total electric, except for alternate energy services which may be provided or approved by the city.

7.1.7 The developer agrees to advertise the development with point of purchase displays, and to include the city's responsible resource program name and logo on all signs and other advertising materials at developer's cost.

7.2 Extension qualifications. An extension shall be qualified when the conditions in Section 7.1 have been met and agreements executed.

7.3 Extensions not qualifying. If an extension does not qualify or is not accepted, it may be evaluated at developer's request to determine if it qualifies for the economic feasibility basis.

7.4 Benefits provided developers who qualify for a responsible resource development basis extension.

7.4.1 Developer will receive a special rate for establishing wastewater connections to the municipal system, in addition to other electric and water utility incentives that may be provided by the city.

7.4.2 The city will not respond to requests for installation of extensions and connection to homes, condominiums, apartments and/or mobile homes within the development with priority service.

7.4.3 The city may provide advertising materials, incentives and/or other support to the developer, if the developer agrees to use the promotional materials to help explain and promote the advantages of buying a home or lot that has been approved for a responsible resource development basis extension.

7.5 Extensions to developer built home, condominium, apartment, mobile home developments and lot sales only subdivisions.

7.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to the city for review and approval. If the plans meet the responsible resource development basis criteria, the city will prepare the wastewater collection and treatment extension design and an agreement to construct wastewater collection and treatment facilities, which must be executed prior to extension construction.

7.5.2 In lot sales only subdivisions, developer shall require lot purchasers to meet or exceed the responsible resource development basis criteria, in effect at time of residence is constructed, for equipment, appliances and applications by establishing such criteria as part of the development conditions, covenants and restrictions. The developer shall also provide each individual purchaser with information on the equipment, appliance and application criteria required for building on the lot prior to close of escrow.

7.5.3 Developer shall construct the wastewater extension and transfer ownership of the facilities to the city. The construction of the wastewater facilities must comply to city standards and specifications.

7.5.4 A development construction plan must be submitted to and accepted by the city. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of wastewater collection and treatment facilities, even if such construction is beyond phase boundaries.

7.5.5 Developer shall install and maintain the wastewater collection and treatment piping and equipment until the wastewater collection and treatment facilities are accepted by the city, and the customer has activated service. Maintenance shall include replacement of damaged or "plugged" piping and equipment. The developer shall reimburse the city for any repairs or replacements made by the city, because of damage or "plugged" equipment. The city may, but shall not be obligated to, make such repairs or replacement of facilities.

7.5.6 The construction of the wastewater collection and treatment system must be completed, inspected and approved prior to activating service to any home, condominium, apartment or mobile home or other premises.

7.5.7 All installations must be according to city specifications and requirements.

7.6 Construction costs, except for connection fees and premises connection construction costs, are subject to refund.

8. Economic development basis.

8.1 General policy. The economic development basis is structured to encourage business development in areas being served by the city. The qualifications for economic development extensions are periodically modified to ensure the general economic development philosophies of the community are being maintained. Since economic development extensions usually involve city financial participation, the developer may be required to provide additional information prior to the approval of the extension. Economic development extensions are available only if all of the following conditions exist:

8.1.1 Applicant will be a new permanent customer or group of new permanent customers. A customer shall be considered permanent when:

(a) Service will be rendered to the customer for a period greater than twelve months;

(b) Removal or abandonment of the wastewater collection and treatment facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The service will be activated within thirty days after completion of the extension.

8.1.2 The total extension is determined to be economically feasible for the city. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the estimated wastewater collection and treatment maintenance and operating costs, provide an adequate rate of return on investment to the city.

8.1.3 The development meets the economic development basis qualifications, as determined by the board of public utilities and city council.

8.1.4 The customer/developer requests the extension be completed using the economic development basis.

8.1.5 The customer/developer agrees to provide, if requested by either the council or the utility board, any information needed to assess the project's feasibility, customer's/developer's financial ability, customer's/developer's business or development history, and/or the customer's/developer's plans for the project.

8.1.6 Customer/developer pays any required advance for construction.

8.2 Extension qualifications. Extensions shall be allowed when the conditions in Section 8.1 have been met and approval for an economic development extension is granted by the board of public utilities and city council.

8.3 The benefits provided to a customer/developer from the economic development basis shall be determined on an individual application basis by the board of public utilities and city council.

8.4 Extensions not qualifying. If an extension does not qualify or is not accepted by the board of public utilities or the city council, the customer/developer may request an economic feasibility basis extension.

8.5 Construction costs, except for connection fees and premises connection construction costs, are subject to refund.

9. Doubtful permanency basis.

9.1 Extensions shall be made on a doubtful permanency basis, when in the city's opinion the customer's application for service is not expected to be permanent, but is expected to be an active customer for more than twelve consecutive months. Doubtful permanency customers will be required to advance the total construction and removal or abandonment cost, less any salvage value of the extension.

9.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless the customer has:

9.2.1 Permanent water system installed;

- 9.2.2 Electric service entrance equipment installed;
- 9.2.3 Application for electric service submitted.

10. Settlement of disputes. Any dispute between customer or a prospective customer and city regarding the interpretation of these conditions governing extensions of wastewater collection and treatment service may, by either party, be referred to the board of public utilities for determination.

11. Interest. All advances made by customer to city in aid of construction shall be noninterest bearing.

12. Extension agreements. All line extensions requiring payment by customer shall be in writing and signed by both the customer and city.

Article III. Rates.

Sec. 17-3-1. Rates in effect. All rates for wastewater service fees established by the City Council pursuant to Section 17-3-2 shall remain in effect until otherwise modified or amended by a resolution of the City Council.

Sec. 17-3-2. Wastewater rates. Wastewater rates shall be established by resolution of the city council, but only after public hearing which has been properly called, noticed and held.

Sec. 17-3-3. Construction and connection fees. Wastewater construction and connection fees shall be established by resolution of the city council, but only after public hearing which has been properly called, noticed and held.

Sec. 17-3-4. Septic pumper and contractor disposal fee.

(a) The city will provide wastewater treatment and disposal services for septage system pumpers and contractors who are properly licensed and permitted for septage waste hauling and disposal by the appropriate regulatory agency(ies) and the City of Needles. Disposal of septage is restricted to only pumpings from residential and commercial septage systems in non-sewered areas within fifteen miles of Needles, and within the State of California.

(b) Commercial grease traps and similar wastewater interceptor pumpings shall not be discharged into the wastewater treatment and collection system.

(c) The disposal fees for septage treatment and disposal services shall be assessed on a per delivery basis, which means each time a pumping vehicle discharges into the system the fee will be assessed. The fee will be for the amount the vehicle discharges at the time of disposal, regardless if the pumper or contractor is making multiple discharges from the same septage pumping customer.

(d) Fees. Fees for septic pumper and contractor disposal shall be established by resolution of the city council, but only after public hearing which has been properly called, noticed and held.

Article IV. Administrative.

Sec. 17-4-1. Enforcement of chapter; abatement of violations. (a) It shall be the duty of the director of public works to supervise all collections to the municipal wastewater system, to collect all wastewater service charges and to establish and administer such reasonable rules and regulations applicable to the use of and operation of the municipal wastewater system as may be deemed advisable or necessary; provided that such rules and regulations so established shall not be in conflict with any provision of this chapter and shall be at all times subject to appeal to the board of public utilities and the city council, whose decision shall be final. The director of public works shall keep an accurate accounting and records showing the source, amount and disposition of all funds received from wastewater service or rental charges.

(b) In the event of a violation of any terms of this chapter, or any rule or regulation established pursuant thereto, the director of public works or his designee, in writing, shall notify

the person causing, allowing or committing such violation, specifying, the violation and, if applicable, the time after which (upon the failure of such person to prevent or rectify the violation) the director of public works or his designee will exercise his authority to disconnect the premises from the municipal wastewater system, and/or municipal water system; provided, that such time shall not be less than five days after the deposit of such notice in the United States Post Office at the city, addressed to the person to whom notice is given, or as otherwise provided in this chapter.

(c) In the event such violation results in a public hazard or menace, then the director or public works or his designee may enter upon the premises, without notice and do such things and expend such sums as may be necessary to abate such hazard, and the reasonable value of the things done and the amounts expended in so doing shall be a charge upon the person so in violation.

(d) Upon failure of any person billed or the owner of the premises to pay any sewer service charge prior to delinquency, any one or more of the following actions may, or where required hereby shall be taken by the city or its official to enforce such payment, subject to the provisions of this chapter. Each wastewater service charge levied by or pursuant to this chapter on any premises within the city is hereby made a lien upon such premises and any steps authorized by law may be taken by the city to enforce the payment of such lien.

Sec. 17-4-2. Bond required for director of public works. The city shall cause to be issued and maintain in good standing a surety bond conditioned upon the full and prompt deposit by the director of public works of all sewer service charges with the city treasurer.

Sec. 17-4-3. Inspection of work. All work done under the provisions of this chapter shall be subject to the inspection by and shall meet the approval of the building inspector or other designated official. The permittee shall at least twenty-four hours before inspection is desired make such requests to such official.

Sec. 17-4-4. Schedule of rates; proration of charges. Federal and state regulations require the city to adopt a revenue program that provides a system of rates and charges that will meet annual operation, maintenance and capital costs, and is sufficient to pay for all costs for providing sewage collection, treatment and disposal, as well as debt service, administration, reserves and other expenses. It shall be the director of public works responsibility to ensure that rates and charges meet these requirements, and requests for changes in rates and charges are made in a timely manner.

BE IT FURTHER ORDAINED that the aforesaid amendments and additions shall be and are hereby made to the City Code of the City of Needles, California to the extent stated only, but no further.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California held on the 28th day of January 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Janet Jernigan, Mayor

(Seal)

ATTEST: _____
Candace Clark, Interim City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of February 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Janet Jernigan, Mayor

(Seal)

ATTEST:

Candace Clark, Interim City Clerk

Approved as to form:

City Attorney John Pinkney