



Board of Directors

Brian Brennan, Director
Richard Hajas, Director
Neil Cole, Director

Mary Bergen, Director
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT
Meeting to be held at the

District Office
1055 Ventura Ave. Oak View, CA
www.casitaswater.org

Join Zoom Meeting
<https://us06web.zoom.us/j/91094478837?pwd=VnNOQTZyQVk4K2pnaWpjYVI1TkpRdz09>
Meeting ID: 910 9447 8837 Passcode: 736519

To join by telephone, please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 910 9447 8837# Passcode: 736519#

August 14, 2024 @ 5:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of §54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

Special Accommodations: If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a)).

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda -

three minute limit.

6. CONSENT AGENDA

6.a Accounts Payable Report.
[Accounts Payable Report.pdf](#)

6.b Minutes of the July 10, 2024 Board Meeting.
[7 10 2024 Min.pdf](#)

7. PUBLIC HEARING AND POSSIBLE ADOPTION OF THE PROPOSED UPDATES TO SCHEDULE OF FEES AND CHARGES IN CASITAS RATES AND REGULATIONS FOR WATER SERVICE.

7.a Open Public Hearing.

7.b Receive Manager's Report and Recommendations.
[Rates and Regs Memo 08-14-2024.pdf](#)
[ATT1_Draft Ordinance Revising Rates and Regulations_24-XXX_06.21.2024.pdf](#)
[ATT2. Redline of Draft Revisions to Rates and Regulations 06.21.2024.pdf](#)

7.c Receive Report of Written Communications by the Clerk of the Board.

7.d Public Comments.

7.e Close Public Hearing.

7.f Discussion by Board of Directors and possible adoption of the Ordinance amending Appendix B: "Schedule of Other Fees and Charges" and related sections in the Casitas Rates and Regulations for Water Service.

8. ACTION ITEMS

8.a Approve forgiveness of the City of Ventura water service billing late charge in the amount of \$20,434.22.
[Board Memo for City of Ventura Late Fees 081424.pdf](#)
[Letter from City of Ventura re Late Fees 081424 ATT1.pdf](#)

8.b Approve an Agreement with GHD for electrical engineering design services for the MWFPF Emergency Generator, Specification No. 24-471 for a fee not to exceed \$42,170.00, authorize a purchase order in the amount of \$142,474.53 for a diesel standby generator set and authorize additional budget of \$35,000.
[24-471 -MWFPF Emergency Generator Replacement_GHD.pdf](#)
[AWA14823-01 Casitas Municipal Water Dist Caterpillar D450-GC Essential grade generator set 450 Kw 8-5-24 Sourcewell.pdf](#)
[Agreement_GHD MWFPF Emergency Generator and ATS Replacement Spec. 24-471.pdf](#)

8.c Authorize the General Manager to issue Amendment No. 8 to Rincon Consulting, Inc., for professional engineering consulting services for the Ventura-Santa

Barbara Counties Intertie for a total fee not to exceed \$66,112.80.

[Board Memo_Intertie.pdf](#)

[Additional Services_Permitting_August 2024.pdf](#)

8.d Approve the following requests for a time extension for temporary water service.

- Approve the request from Sam Hill and Sons for a time extension for temporary water service, Account No. 97-91318-00.
- Approve the request from Granite Construction for a time extension for temporary water service, Account No. 97-91319-00.

[BoardMemo_20240814.pdf](#)

[Sam Hill temp app.pdf](#)

[Staples temp app.pdf](#)

9. INFORMATION ITEMS

9.a Hydrology Reports

[2404 April 2024.pdf](#)

[2405 May 2024.pdf](#)

[2406 June 2024.pdf](#)

9.b State Water Project Intertie Report.

[SWP Intertie Project Cost 7-31-24.pdf](#)

9.c Final CFD 2013 Report.

[CFD 2013-1 Project Cost 7-31-2024.pdf](#)

9.d Investment Report.

[Investment Report FY2025 July.pdf](#)

9.e Adjudication Charges Report.

[Adjudication Charges YTD 7.31.24.pdf](#)

9.f Consumption Report June.

[Consumption 2023-2024.pdf](#)

9.g Association of California Water Agencies (ACWA) 'Oppose-Unless-Amended' (OUA) Coalition letter regarding California Senate Bill 1255 (SB 1255 - Durazo).

[Updated August 5 SB 1255 Asm Approps OUA Coalition Letter.pdf](#)

10. GENERAL MANAGER COMMENTS

11. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

12. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

13. CLOSED SESSION

13.a CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code

Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

13.b Conference with Legal Counsel - Existing Litigation (Government Code Section 9)
Case No. 2024SC021367

Name of Case: Feiss MD vs Casitas Municipal Water District.

13.c Conference with Real Property Negotiations (Gov. Code 54956.8)
Property: APN 060-0-240-120, 060-0-240-240, 060-0-252-230, 060-0-252-33

Agency Real Property Negotiator: Mike Flood

Negotiating Parties: Mike Flood and Steve Kokotas

Under Negotiation: Price and terms.

14. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 07/04/24 - 08/07/24
Presented to the Board of Directors For Approval August 14, 2024

Check	Payee	Description	Amount
001299	Payables Fund Account # 9759651478	Accounts Payable Batch 071024	\$ 978,205.38
001300	Payables Fund Account # 9759651478	Accounts Payable Batch 071724	\$ 156,611.04
001301	Payables Fund Account # 9759651478	Accounts Payable Batch 072424	\$ 395,353.63
001302	Payables Fund Account # 9759651478	AP Batch 072424 Debt Service	\$ 1,748,118.75
001303	Payables Fund Account # 9759651478	Accounts Payable Batch 073124	\$ 229,702.25
001304	Payables Fund Account # 9759651478	Accounts Payable Batch 080724	\$ 1,150,383.35
			<u>\$ 4,658,374.40</u>
001305	Payroll Fund Account # 9469730919	Estimated Payroll 08/22/24	\$ 300,000.00
001306	Payroll Fund Account # 9469730919	Estimated Payroll 09/05/24	\$ 300,000.00
			<u>\$ 5,258,374.40</u>

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks, 001299-001306 have been duly audited is hereby certified as correct.

Janyne Brown, Chief Financial Officer

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

001299 A/P Checks: 053361-053419
A/P Draft 000866-000869 & 000871-000875
Voids:
053402 - Salvador Loera Transportation - Continuation of detail of check #53401

001300 A/P Checks: 053420-053467
A/P Draft 000876-000879
Voids:
053423 - Amazon Capital Service - Continuation of detail of check #053422
053456 - Meiners Oaks Ace Hardware - Continuation of detail of check #053455

001301 A/P Checks: 053468-053519
A/P Draft 000880-000883 & 000885-000890
Voids:
053501 - Meiners Oaks Ace Hardware - Continuation of detail of check #053500

001302 A/P Checks:
A/P Draft 000884
Voids:

001303 A/P Checks: 053520-053569
A/P Draft 000891-000892
Voids:

001295 A/P Checks: 053570-053630
A/P Draft 000893-000901
Voids:
053573 - Amazon Capital Service - Continuation of detail of check #053572



Janyne Brown, Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 07/06/24
Pay Date 07/11/24
have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown

Jayne Brown

CERTIFICATION


Payroll disbursements for the pay period ending 07/20/24
Pay Date 07/25/24
have been duly audited and are
hereby certified as correct.

Signed Jayne Brown

Jayne Brown

CERTIFICATION

Payroll disbursements for the pay period ending 08/03/24
Pay Date 08/08/24
have been duly audited and are
hereby certified as correct.

Signed: 

Janyne Brown

VENDOR SET: 01 Casitas Municipal Water D

BANK: * ALL BANKS

DATE RANGE: 7/04/2024 THRU 8/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/10/2024			053402		
C-CHECK	VOID CHECK	V	7/17/2024			053423		
C-CHECK	VOID CHECK	V	7/17/2024			053456		
C-CHECK	VOID CHECK	V	7/24/2024			053501		
C-CHECK	VOID CHECK	V	8/07/2024			053573		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		5	0.00	0.00	0.00
BANK:	TOTALS:	5	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01483	CORVEL CORPORATION							
I-070924-CMWD	Corvel Claims 07/02-07/08/24	D	7/10/2024	4,776.92		000866		4,776.92
05937	Enterprise FM Trust							
I-585916A-070324a	Vehicle Maintenance	D	7/10/2024	12,078.17		000867		
I-585916A-070324b	Vehicle Maintenance 06/30	D	7/10/2024	2,923.90		000867		15,002.07
05973	Mechanics Bank Credit Card							
I-062624a	Facebook Ad - PR	D	7/10/2024	41.92		000868		
I-062624b	Zapier Forms - SAFE	D	7/10/2024	239.88		000868		
I-062624c	Annual Membership Fee	D	7/10/2024	99.00		000868		
I-062624d	SSL Renewal CasitasWater.org	D	7/10/2024	199.98		000868		
I-062624e	Lunch Board of Directors Mtg	D	7/10/2024	42.96		000868		
I-062624g	Snacks for Adj Meeting	D	7/10/2024	24.02		000868		
I-062624h	Microsoft Licences - IT	D	7/10/2024	643.50		000868		
I-062624i	Microsoft Licences - ENG	D	7/10/2024	60.00		000868		
I-062624j	Toner - MGMT	D	7/10/2024	171.31		000868		
I-062624k	Foof for USBR Meeting - MGMT	D	7/10/2024	49.75		000868		1,572.32
06052	Truist Governmental Finance							
I-070524	Debt Service Water Park Replac	D	7/10/2024	163,187.70		000869		163,187.70
00128	INTERNAL REVENUE SERVICE							
I-T1 202407082315	Federal Withholding	D	7/10/2024	46,945.69		000871		
I-T1 202407092316	Federal Withholding	D	7/10/2024	313.86		000871		
I-T3 202407082315	SS Withholding	D	7/10/2024	55,302.98		000871		
I-T3 202407092316	SS Withholding	D	7/10/2024	312.76		000871		
I-T4 202407082315	Medicare Withholding	D	7/10/2024	12,933.80		000871		
I-T4 202407092316	Medicare Withholding	D	7/10/2024	73.14		000871		115,882.23
00187	CALPERS							
I-PBB202407082315	PERS BUY BACK	D	7/10/2024	130.46		000872		
I-PBP202407082315	PERS BUY BACK	D	7/10/2024	161.96		000872		
I-PEB202407082315	PEPRA EMPLOYEES PORTION	D	7/10/2024	15,482.87		000872		
I-PEM202407082315	PERS EMPLOYEE PORTION MGMT	D	7/10/2024	1,955.07		000872		
I-PER202407082315	PERS EMPLOYEE PORTION	D	7/10/2024	6,713.80		000872		
I-PRB202407082315	PEBRA EMPLOYER PORTION	D	7/10/2024	15,722.54		000872		
I-PRR202407082315	PERS EMPLOYER PORTION	D	7/10/2024	13,426.66		000872		53,593.36
00180	S.E.I.U. - LOCAL 721							
I-COP202407082315	SEIU 721 COPE	D	7/10/2024	2.50		000873		
I-UND202407082315	UNION DUES	D	7/10/2024	889.25		000873		891.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	STATE OF CALIFORNIA							
I-SDI202407082315	CASDI Withholding	D	7/10/2024	2,559.71		000874		
I-SDI202407092316	CASDI Withholding	D	7/10/2024	27.74		000874		
I-T2 202407082315	STATE WITHHOLDING (CA)	D	7/10/2024	17,897.33		000874		
I-T2 202407092316	STATE WITHHOLDING (CA)	D	7/10/2024	99.79		000874		20,584.57
05790	STATE OF OREGON							
I-OST202407082315	OR STATE TRANSIT TAX	D	7/10/2024	6.24		000875		
I-T2 202407082315	STATE WITHHOLDING (OR)	D	7/10/2024	457.81		000875		464.05
01483	CORVEL CORPORATION							
I-071624-CMWDa	Corvel Claims 07/09-07/15/24	D	7/17/2024	22,967.93		000876		
I-071624-CMWDb	Corvel Claims 07/09-07/15/24	D	7/17/2024	227.49		000876		23,195.42
00131	JCI JONES CHEMICALS, INC							
I-943918	Chlorine - TP, CM943921	D	7/17/2024	5,340.68		000877		5,340.68
05918	National Gear Repair, Inc.							
I-11433	Spillway Gearbox #1 - EM	D	7/17/2024	11,947.88	355.50CR	000878		11,592.38
03206	U.S. Bank Global Corporate Tru							
I-7373227	CFD 2013-1 Ojai Tax Bond	D	7/17/2024	3,065.00		000879		3,065.00
05975	AquaRevival LLC							
C-100160b	Accrue Use Tax	D	7/24/2024	216.70CR		000880		
D-100160a	Accrue Use Tax	D	7/24/2024	216.70		000880		
I-100160	WP Filter Media - WP	D	7/24/2024	2,989.00		000880		2,989.00
01483	CORVEL CORPORATION							
I-072324-CMWD	Corvel Claims 07/16-07/22/24	D	7/24/2024	3,598.33		000881		3,598.33
00131	JCI JONES CHEMICALS, INC							
I-945111	Chlorine - TP, CM945133	D	7/24/2024	5,476.95		000882		5,476.95
02334	Thermo Fisher Scientific Ashev							
I-SVC83110902	H2O Pure Maintenance Contract	D	7/24/2024	2,901.66		000883		2,901.66
03206	U.S. Bank Global Corporate Tru							
I-2621645	CFD 2019 Series C	D	7/24/2024	399,875.00		000884		
I-2635409	Tax Bond, Series B	D	7/24/2024	1,348,243.75		000884		1,748,118.75
04684	Univar Solutions USA Inc.							
I-52219539	Hydrochloric Acid 15%	D	7/24/2024	3,731.30		000885		
I-82223820	Sod Hypo 12.5%	D	7/24/2024	7,517.38		000885		11,248.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00128	INTERNAL REVENUE SERVICE							
I-T1 202407222318	Federal Withholding	D	7/24/2024	44,701.30		000886		
I-T3 202407222318	SS Withholding	D	7/24/2024	53,235.62		000886		
I-T4 202407222318	Medicare Withholding	D	7/24/2024	12,504.16		000886		110,441.08
00187	CALPERS							
I-PBB202407222318	PERS BUY BACK	D	7/24/2024	130.46		000887		
I-PBP202407222318	PERS BUY BACK	D	7/24/2024	161.96		000887		
I-PEB202407222318	PEPRA EMPLOYEES PORTION	D	7/24/2024	15,035.31		000887		
I-PEM202407222318	PERS EMPLOYEE PORTION MGMT	D	7/24/2024	2,014.23		000887		
I-PER202407222318	PERS EMPLOYEE PORTION	D	7/24/2024	6,866.81		000887		
I-PRB202407222318	PEBRA EMPLOYER PORTION	D	7/24/2024	15,266.36		000887		
I-PRR202407222318	PERS EMPLOYER PORTION	D	7/24/2024	13,744.79		000887		53,219.92
00180	S.E.I.U. - LOCAL 721							
I-COP202407222318	SEIU 721 COPE	D	7/24/2024	2.50		000888		
I-UND202407222318	UNION DUES	D	7/24/2024	855.75		000888		858.25
00049	STATE OF CALIFORNIA							
I-SDI202407222318	CASDI Withholding	D	7/24/2024	2,394.19		000889		
I-T2 202407222318	STATE WITHHOLDING (CA)	D	7/24/2024	16,957.65		000889		19,351.84
05790	STATE OF OREGON							
I-OST202407222318	OR STATE TRANSIT TAX	D	7/24/2024	6.32		000890		
I-T2 202407222318	STATE WITHHOLDING (OR)	D	7/24/2024	464.51		000890		470.83
01483	CORVEL CORPORATION							
I-073024-CMWD	Corvel Claims 07/23-07/29/24	D	7/31/2024	934.25		000891		934.25
05973	Mechanics Bank Credit Card							
I-072424a	Trimble Sketchup - UT	D	7/31/2024	349.00		000892		
I-072424b	Facebook Ad - PR	D	7/31/2024	89.99		000892		
I-072424c	Ammonia/Methylamine/HEPA	D	7/31/2024	450.01		000892		
I-072424d	Microsoft Licences - ENG	D	7/31/2024	60.00		000892		
I-072424e	Microsoft Licences - IT	D	7/31/2024	643.50		000892		
I-072424f	Plantvnpn.Casitswater.org	D	7/31/2024	199.98		000892		
I-072424g	Lawn Mower - LCRA	D	7/31/2024	2,412.05		000892		
I-072424h	Laenmower - LCRA	D	7/31/2024	4,824.11		000892		9,028.64
01483	CORVEL CORPORATION							
I-080624-CMWD	Corvel Claims 07/30-08/05/24	D	8/07/2024	3,646.68		000893		3,646.68
00131	JCI JONES CHEMICALS, INC							
I-946128	Chlorine - TP, CM946173	D	8/07/2024	5,474.41		000894		
I-946983	Chlorine - TP, CM945133	D	8/07/2024	5,473.14		000894		10,947.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03206	U.S. Bank Global Corporate Tru Investment Management							
I-7417103	7/23-6/23	D	8/07/2024	9,862.47		000895		9,862.47
00128	INTERNAL REVENUE SERVICE							
I-T1 202408062326	Federal Withholding	D	8/07/2024	50,010.21		000896		
I-T3 202408062326	SS Withholding	D	8/07/2024	57,280.18		000896		
I-T4 202408062326	Medicare Withholding	D	8/07/2024	13,743.48		000896		121,033.87
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202408062326	457 CATCH UP	D	8/07/2024	1,184.90		000897		
I-DCN202408062326	DEFERRED COMP FLAT	D	8/07/2024	10,550.12		000897		
I-DN%202408062326	DEFERRED COMP PERCENT	D	8/07/2024	1,461.54		000897		13,196.56
00187	CALPERS							
I-PBB202408062326	PERS BUY BACK	D	8/07/2024	130.46		000898		
I-PEB202408062326	PEPRA EMPLOYEES PORTION	D	8/07/2024	14,962.39		000898		
I-PEM202408062326	PERS EMPLOYEE PORTION MGMT	D	8/07/2024	2,014.23		000898		
I-PER202408062326	PERS EMPLOYEE PORTION	D	8/07/2024	7,230.96		000898		
I-PRB202408062326	PEBRA EMPLOYER PORTION	D	8/07/2024	15,194.02		000898		
I-PRR202408062326	PERS EMPLOYER PORTION	D	8/07/2024	14,308.48		000898		53,840.54
00180	S.E.I.U. - LOCAL 721							
I-COP202408062326	SEIU 721 COPE	D	8/07/2024	2.50		000899		
I-UND202408062326	UNION DUES	D	8/07/2024	889.25		000899		891.75
00049	STATE OF CALIFORNIA							
I-SDI202408062326	CASDI Withholding	D	8/07/2024	2,506.00		000900		
I-T2 202408062326	STATE WITHHOLDING (CA)	D	8/07/2024	18,844.58		000900		21,350.58
05790	STATE OF OREGON							
I-OST202408062326	OR STATE TRANSIT TAX	D	8/07/2024	6.43		000901		
I-T2 202408062326	STATE WITHHOLDING (OR)	D	8/07/2024	473.91		000901		480.34
06259	GabionSupply.com							
C-INV8005b	Accrue Use Tax	V	6/19/2024	336.47CR		053222		
D-INV8005a	Accrue Use Tax	V	6/19/2024	336.47		053222		
02703	Sunbelt Rentals							
C-145687859-0003	Concrete Mixer CR	V	6/26/2024	814.19CR		053284		814.19CR
02587	A&M LAWNMOWER SHOP							
I-54433	Trimmer Line 155X420 - MAINT	R	7/10/2024	422.18		053361		422.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	I-5665-1048955							
	ALL-PHASE ELECTRIC SUPPLY CO. Standby Generator - LAB	R	7/10/2024	7,861.95		053362		7,861.95
09569	I-4043800							
	ALLCABLE 20/2PR Each Pr Shielded PVC	R	7/10/2024	1,289.15		053363		1,289.15
03044	I-1137-JXDH-CQD6							
	Amazon Capital Services Trailer Hitch Pin - MAINT	R	7/10/2024	48.00		053364		
	I-113H-FT49-7DVF	R	7/10/2024	61.07		053364		
	I-1CJT-RCVM-4RK1	R	7/10/2024	105.11		053364		
	I-1D73-WL76-GKWK	R	7/10/2024	28.24		053364		
	I-1KHH-4QJ7-HWP9	R	7/10/2024	15.41		053364		
	I-1NC3-4NFV-11MF	R	7/10/2024	135.42		053364		
	I-1QP9-N9RH-PD4H	R	7/10/2024	300.29		053364		
	I-1QVX-QP7Q-KPPH	R	7/10/2024	1,190.31		053364		
	I-1TPR-XGRJ-LR4T	R	7/10/2024	233.58		053364		2,117.43
01703	I-10592							
	ARNOLD LAROCHELLE MATTHEWS Metter #5088-001	R	7/10/2024	4,832.00		053365		4,832.00
00679	I-S3125651.002							
	BAKERSFIELD PIPE & SUPPLY INC Walter Arcone Blue Browguard	R	7/10/2024	61.45		053366		61.45
09182	I-100000017588755							
	CalPERS Unfunded Accrue Liab 07/24	R	7/10/2024	81,479.25		053367		
	I-100000017588765	R	7/10/2024	14,602.00		053367		96,081.25
00055	I-June 24							
	CASITAS BOAT RENTALS Gas for Boat - LCRA	R	7/10/2024	395.34		053368		395.34
06288	I-01-00037920							
	Vanessa Castellanos Camping Cancellation - LCRA	R	7/10/2024	69.00		053369		69.00
05756	I-240619-5147							
	Cel Analytical Inc Cryptosporidium Oocyte Filtrat	R	7/10/2024	542.50		053370		542.50
03021	I-000033-163-991							
	Central Communications Call Center 06/24	R	7/10/2024	301.67		053371		301.67
00061	I-SB02103311							
	COMPUWAVE Dell Prosupport 1 Year - IT	R	7/10/2024	299.00		053372		299.00
00062	I-9009-1048517							
	CONSOLIDATED ELECTRICAL Lobay Wet Loc - EM	R	7/10/2024	320.25		053373		320.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01764	DataProse, LLC UB Mailing 06/24	R	7/10/2024	4,363.38		053374		4,363.38
00081	DELTA LIQUID ENERGY Propane - LCRA	R	7/10/2024	193.12		053375		193.12
06127	Dion & Sons, Inc Diesel - LCRA	R	7/10/2024	2,709.93		053376		2,709.93
03910	DoiT International USA, INC Google Apps 06/24	R	7/10/2024	2,652.00		053377		2,652.00
00513	EBERHARD EQUIPMENT NO3, INC Assy Cover & Spring Plate - LC	R	7/10/2024	356.87		053378		356.87
06108	EMCOR Service Mesa Energy AC Service - LCRA	R	7/10/2024	2,079.75		053379		2,079.75
	I-911013540 AC PM Services - MAINT	R	7/10/2024	2,357.00		053379		4,436.75
00713	FLUID MANUFACTURING Shower Tokens - LCRA	R	7/10/2024	1,146.25		053380		1,146.25
05885	FluidSecure Annual Fluid Secure	R	7/10/2024	3,420.00		053381		3,420.00
00115	GRAINGER, INC Cogged V-Belt - EM	R	7/10/2024	43.46		053382		43.46
00121	HACH COMPANY DR900 Colorimeter - LAB	R	7/10/2024	1,967.39		053383		1,967.39
00596	HOME DEPOT Transfer Pump - UT	R	7/10/2024	245.60		053384		245.60
00127	INDUSTRIAL BOLT & SUPPLY Quick Links & Eye Bolt - EM	R	7/10/2024	10.13		053385		10.13
09910	J.W. ENTERPRISES CT Pumping - 4M PP	R	7/10/2024	82.75		053386		82.75
	I-381291 CT Pumping - GRAND AVE.	R	7/10/2024	82.75		053386		82.75
	I-381292 CT Pumping - SA PLANT	R	7/10/2024	165.50		053386		165.50
	I-381293 CT Pumping - 3M PUMP	R	7/10/2024	82.75		053386		82.75
	I-381294 CT Pumping - FAIRVIEW RES.	R	7/10/2024	82.75		053386		82.75
	I-381295 CT Pumping - CASITAS DAM	R	7/10/2024	82.75		053386		82.75
	I-381296 CT Pumping - BATES RES.	R	7/10/2024	82.75		053386		82.75
	I-381297 CT Pumping - GRAND AVE	R	7/10/2024	80.50		053386		742.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02344	Janitek Cleaning Solutions Janitorial Service - DO	R	7/10/2024	1,354.50		053387		1,354.50
00360	LESLIE'S POOL SUPPLIES, INC ALKA UP 50 - WP	R	7/10/2024	217.59		053388		217.59
01270	SCOTT LEWIS Reimburse Expenses 05/24-06/24	R	7/10/2024	1,588.24		053389		1,588.24
00527	LINCOLN AQUATICS Sodium Bicarbonate - WP	R	7/10/2024	424.76		053390		
	DPB Reagent & Buffer Reagent	R	7/10/2024	134.74		053390		559.50
06285	Robeita Lopez Camping Cancellation - LCRA	R	7/10/2024	115.00		053391		115.00
05449	Matheson Tri-Gas, Inc. Liquid Oxygen - TP	R	7/10/2024	20,117.26		053392		20,117.26
00329	MCMMASTER-CARR SUPPLY CO. Construction Rope - TP	R	7/10/2024	734.92		053393		734.92
00151	MEINERS OAKS ACE HARDWARE Blade Saw - PL	R	7/10/2024	27.31		053394		
	Faucet Kenk & Dry Concrete - L	R	7/10/2024	71.85		053394		
	Painting Supplies - LCRA	R	7/10/2024	149.71		053394		
	Extension Cord - EM	R	7/10/2024	34.15		053394		
	Yellow Tape - WP	R	7/10/2024	8.17		053394		
	Painting Supplies - LCRA	R	7/10/2024	74.06		053394		
	Flexvolt Batt 20V/60V - PL	R	7/10/2024	267.05		053394		
	Hammer - LCRA	R	7/10/2024	8.97		053394		
	Tape Measure & Straw Hat - PL	R	7/10/2024	31.64		053394		
	Cup Hook - PL	R	7/10/2024	27.38		053394		
	Caution Tape - WP	R	7/10/2024	70.21		053394		770.50
03444	Mission Linen Supply Uniform Pants - PL	R	7/10/2024	80.00		053395		
	Uniform Pants - MAINT	R	7/10/2024	28.13		053395		
	Uniform Pants - TP	R	7/10/2024	53.41		053395		161.54
05977	ODP Business Solutions, LLC Office Supplies - ADM	R	7/10/2024	985.13		053396		
	Office Supplies - ADM	R	7/10/2024	10.03		053396		995.16

VENDOR SET: 01 Casitas Municipal Water D
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 DATE RANGE: 7/04/2024 THRU 8/07/2024

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01570	Ojai Auto Supply							
I-595600	Hose Fittings & Adapters - 118	R	7/10/2024	40.05		053397		
I-596636	Refrigerant & Mirrow - LCRA	R	7/10/2024	98.22		053397		
I-597263	Air Tube Lube - Unit E-07	R	7/10/2024	7.39		053397		145.66
00169	OJAI VALLEY SANITARY DISTRICT							
I-26291	Cust #20594	R	7/10/2024	324.97		053398		324.97
00169	OJAI VALLEY SANITARY DISTRICT							
I-26369	Cust#52921	R	7/10/2024	59.12		053399		59.12
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-19789	Gas Tank Inspection - DO	R	7/10/2024	250.00		053400		
I-19790	Gas Tank Inspection - LCRA	R	7/10/2024	250.00		053400		500.00
01109	SALVADOR LOERA TRANSPORTATION							
I-15470	Load Rock - MAINT	R	7/10/2024	1,240.44		053401		
I-15471	Base - PL	R	7/10/2024	893.97		053401		
I-15472	Fill Sand - PL	R	7/10/2024	700.26		053401		
I-15473	Load of Rock - MAINT	R	7/10/2024	1,233.01		053401		
I-15475	2 Loads of Rocks - MAINT	R	7/10/2024	2,800.00		053401		
I-15477	Fill Sand - PL	R	7/10/2024	749.14		053401		
I-15478	2 Loads of Rocks - TP	R	7/10/2024	2,490.83		053401		
I-15479	Fill Sand - PL	R	7/10/2024	698.75		053401		
I-15480	Fill Sand - PL	R	7/10/2024	750.81		053401		
I-15481	Fill Sand - PL	R	7/10/2024	741.33		053401		
I-15482	Fill Sand - PL	R	7/10/2024	695.79		053401		
I-15483	Rock - PL	R	7/10/2024	1,237.64		053401		
I-222741	Blender Fill Sand - PL	R	7/10/2024	751.37		053401		14,983.34
06286	Maria M Solorzano							
I-01-00027829	Camping Cancellation - LCRA	R	7/10/2024	69.00		053403		69.00
00215	SOUTHERN CALIFORNIA EDISON							
C-040424	Acct#700009638309	R	7/10/2024	63.18CR		053404		
I-050324	Acct#700009638309	R	7/10/2024	20.70		053404		
I-060424	Acct#700009638309	R	7/10/2024	21.56		053404		
I-070224a	Acct#700029026585	R	7/10/2024	2,705.48		053404		
I-070524a	Acct#700009638309	R	7/10/2024	24.68		053404		
I-070524b	Acct#700598317666	R	7/10/2024	39.55		053404		
I-070524c	Acct#700030209177	R	7/10/2024	22,411.13		053404		
I-070524d	Acct#700028735181	R	7/10/2024	19,436.00		053404		44,595.92

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06191	Standar Site Rentals Inc. Restroom Rental - LCRA	R	7/10/2024	2,185.88		053405		2,185.88
00048	STATE OF CALIFORNIA State Water Plan Payment	R	7/10/2024	274,047.00		053406		274,047.00
00047	STATE WATER CONTRACTORS 24-25 Member Dues	R	7/10/2024	53,856.00		053407		53,856.00
06256	TEquipment, Touchboards, TechE Fluke Network & Fiber Detector	R	7/10/2024	2,985.85		053408		2,985.85
00258	VENTURA STEEL, INC 4X4 H.S.T 20" - EM	R	7/10/2024	560.92		053409		560.92
00250	COUNTY OF VENTURA CUPA Fees - Signal	R	7/10/2024	713.03		053410		
	I-IN0254546 CUPA Fees - Heidelberg	R	7/10/2024	713.03		053410		
	I-IN0254547 CUPA Fees - San Antonio Plnat	R	7/10/2024	1,284.45		053410		
	I-IN0254548 CUPA Fees - Mutual Plant	R	7/10/2024	998.74		053410		3,709.25
03758	County of Ventura - Fleet Serv VC Fleet Service	R	7/10/2024	6,248.98		053411		6,248.98
01283	Verizon Wireless Monthly Cell Charges - DO	R	7/10/2024	3,740.08		053412		
	I-9968205294 Monthly Cell Charges - LCRA	R	7/10/2024	457.85		053412		4,197.93
05817	WM Surveys Inc Casitas Dam Survey - ENG	R	7/10/2024	9,783.00		053413		9,783.00
06287	WorldPay Payment Resolution Early Termination Fee	R	7/10/2024	495.00		053414		495.00
06056	Ameriflex FSA Deduction	R	7/10/2024	1,186.44		053415		1,186.44
00102	FRANCHISE TAX BOARD Payroll Deduction	R	7/10/2024	250.00		053416		250.00
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	7/10/2024	1,350.00		053417		
	I-DI%202407082315 DEFERRED COMP PERCENT	R	7/10/2024	401.61		053417		1,751.61

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00985	NATIONWIDE RETIREMENT SOLUTION							
	I-CUN202407082315 457 CATCH UP	R	7/10/2024	1,184.90		053418		
	I-DCN202407082315 DEFERRED COMP FLAT	R	7/10/2024	10,867.91		053418		
	I-DN%202407082315 DEFERRED COMP PERCENT	R	7/10/2024	1,196.06		053418		13,248.87
1	HORNE LLP dba CA LIH							
	I-000202407092317 US REFUND	R	7/10/2024	3,594.93		053419		3,594.93
00026	AERA ENERGY LLC							
	I-061108 Cathodic Protection 24/25	R	7/17/2024	200.00		053420		200.00
01325	Aflac Worldwide Headquarters							
	I-654306 Supplemental Insurance 07/24	R	7/17/2024	2,790.36		053421		2,790.36
03044	Amazon Capital Services							
	I-14MQ-PH7V-T61D Rubber Maid Trash Can - MAINT	R	7/17/2024	255.26		053422		
	I-199V-HMXM-D1LY Sign Danger - MAINT	R	7/17/2024	51.24		053422		
	I-1CLN-D6XK-YLYJ Motor Oil - GARAGE	R	7/17/2024	199.40		053422		
	I-1F7V-CYT9-4VYC Earplugs - MAINT	R	7/17/2024	67.53		053422		
	I-1JXL-3H11-1HK7 Gloves - MAINT	R	7/17/2024	120.08		053422		
	I-1K6J-DMR4-RCXF Work Gloves - MAINT	R	7/17/2024	90.05		053422		
	I-1KF7-9TP1-R4XM Husqvarna Air Filter - MAINT	R	7/17/2024	91.60		053422		
	I-1KTC-CWWQ-919X Work Gloves - MAINT	R	7/17/2024	149.35		053422		
	I-1M6J-M9RR-6TX4 Gloves - MAINT	R	7/17/2024	140.84		053422		
	I-1RJM-XKGW-36HQ Rack Shelve - PL	R	7/17/2024	55.75		053422		
	I-1TWC-T6V4-RVRQ Gloves - MAINT	R	7/17/2024	94.48		053422		
	I-1WJM-HW6C-LN7F Screwdriver Set - MAINT	R	7/17/2024	84.63		053422		
	I-1YD1-XVJ4-QXXK Pen for iPad - IT	R	7/17/2024	26.80		053422		1,427.01
06060	Ameriflex							
	I-INV745685 FSA Admin Fee	R	7/17/2024	80.00		053424		80.00
00014	AQUA-FLO SUPPLY							
	I-Si2338694 PVC Coupling & Bushing - UT	R	7/17/2024	23.39		053425		
	I-SI2350486 Ball Valve, Coupling & 90 Ell	R	7/17/2024	411.42		053425		
	I-SI2350532 Hat - UT	R	7/17/2024	21.33		053425		456.14
00840	AQUA-METRIC SALES COMPANY							
	I-INV0102790 5/8X3/4 iPerl & 3" Meter - UT	R	7/17/2024	8,265.41		053426		8,265.41
02179	Art Street Interactive							
	I-2875 Reservation Sys. Hosting/Maint	R	7/17/2024	549.70		053427		549.70

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01666	AT & T							
I-000021979839	Local, Reginal, Long Distance	R	7/17/2024	709.13		053428		709.13
00018	AT & T MOBILITY							
I-287290467941X0724	Acct#287290467941	R	7/17/2024	250.17		053429		
I-287294256431X0724	Acct#287294256431	R	7/17/2024	1,089.60		053429		
I-287327817962X0724	Acct#287327817962	R	7/17/2024	36.40		053429		1,376.17
03429	AT&T							
I-0483150901	Acct#8310013074846	R	7/17/2024	8.00		053430		8.00
03429	AT&T							
I-3006440907	Acct#8310011246015	R	7/17/2024	2,210.40		053431		2,210.40
00030	B&R TOOL AND SUPPLY CO							
I-1901002769	3/4 MNPT Air King - TP	R	7/17/2024	153.78		053432		
I-1901002829	Windshield Washer - GARAGE	R	7/17/2024	83.10		053432		
I-1901002881	Chevron GST 32 Turbine Oil	R	7/17/2024	591.55		053432		828.43
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S3145794.001	Flange - UT	R	7/17/2024	60.83		053433		
I-S3145840.001	Scrubbin Towels & Gloves - UT	R	7/17/2024	80.01		053433		140.84
00756	BOARD OF EQUALIZATION							
I-063024	Use Tax Return 15300115	R	7/17/2024	1,969.00		053434		1,969.00
09983	California Water Efficiency Pa							
I-PD240605-37	Smart Rebates Program - PR	R	7/17/2024	5,000.00		053435		5,000.00
00055	CASITAS BOAT RENTALS							
I-001662	Pontoon Boat Usage - LAB	R	7/17/2024	555.00		053436		555.00
00719	CORELOGIC INFORMATION SOLUTION							
I-82217414	Realquest Subscription	R	7/17/2024	137.50		053437		137.50
02722	D&H Water Systems							
I-I2024-0844	Coupling - EM	R	7/17/2024	66.14		053438		66.14
02544	Department of Justice							
I-7748346	Fingerprinting - LCRA	R	7/17/2024	128.00		053439		128.00
06127	Dion & Sons, Inc							
I-SP24402	Gas - LCRA	R	7/17/2024	2,394.61		053440		2,394.61

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06008	Docu Products							
I-287512	Copier Usage - DO	R	7/17/2024	185.49		053441		185.49
00086	E.J. Harrison & Sons Inc							
I-872	Acct#500766090	R	7/17/2024	101.93		053442		101.93
00095	FAMCON PIPE & SUPPLY							
I-S100131108.002	6" 22 1/2 Flange & Gaskets -PL	R	7/17/2024	1,076.04		053443		
I-S100132102.001	Couplings - PL	R	7/17/2024	18.23		053443		1,094.27
00104	FRED'S TIRE MAN							
I-156828	Tire - Unit 315	R	7/17/2024	139.67		053444		139.67
04634	GHD Inc							
I-380-0053972	Emergency Generator Design	R	7/17/2024	12,394.35		053445		12,394.35
02487	Gold Standard Diagnostics Hors							
I-INV/2024/01303	Anatoxin-a Dip Strip & Cylindr	R	7/17/2024	584.68		053446		
I-INV/2024/01724	Mcyst S-DW Dip Strip Kits - LA	R	7/17/2024	224.59		053446		809.27
00115	GRAINGER, INC							
I-9170159124	Air Backfill Tamper - PL	R	7/17/2024	1,869.93		053447		
I-9177940807	1/3 HP Blower Motor - EM	R	7/17/2024	186.75		053447		2,056.68
00437	HERC RENTALS INC							
I-34515380-003	Skiploader Rental 06/10-07/10	R	7/17/2024	2,323.18		053448		2,323.18
00596	HOME DEPOT							
C-5193491	M18 Transfer Pump - UT	R	7/17/2024	245.60CR		053449		
I-123520	Wilwaukee Grinder - PL	R	7/17/2024	213.43		053449		
I-4761949	Milwaukee Battery/Charger - PL	R	7/17/2024	599.53		053449		
I-6685884	Restroom Vanity/Faucet - PL	R	7/17/2024	164.36		053449		731.72
05799	Jack Henry & Associates Inc.							
I-4671404	RemitPlus Express - ADM	R	7/17/2024	250.00		053450		250.00
06289	Cory Johnson							
I-071024	Safety Boot Stipend	R	7/17/2024	205.00		053451		205.00
05744	Kear Groundwater							
I-3420	Hydrogeologic Service - ENG	R	7/17/2024	1,950.00		053452		1,950.00
06051	KS StateBank							
I-60949-9-2024	Dump Truck - GARAGE	R	7/17/2024	14,098.13		053453		14,098.13

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00759	LAFCO							
I-062824	Apportionmnet of Net Costs	R	7/17/2024	20,589.00		053454		20,589.00
00151	MEINERS OAKS ACE HARDWARE							
C-085909	Plywood - CR	R	7/17/2024	140.70CR		053455		
I-084573	Water Cooler & Batteries - UT	R	7/17/2024	50.12		053455		
I-085321	Straw Hat & Gloves - MAINT	R	7/17/2024	51.97		053455		
I-085437	Silicone,Adapters & Hex Bushin	R	7/17/2024	196.73		053455		
I-085829	Bolts & Screws - MAINT	R	7/17/2024	0.71		053455		
I-085873	Glue, Bolts & Screws - PL	R	7/17/2024	47.35		053455		
I-085901	Glue & Plywood - PL	R	7/17/2024	251.89		053455		
I-085995	Adhesive, Bolts & Screws - MAI	R	7/17/2024	37.46		053455		
I-086001	Fir - PL	R	7/17/2024	108.04		053455		
I-086072	Cooler Water - MAINT	R	7/17/2024	5.35		053455		
I-086075	Sunscreen & Insect Repellent	R	7/17/2024	36.82		053455		
I-086350	Wire Brush & Paint - MAINT	R	7/17/2024	101.91		053455		
I-086517	Gloves & Spraypaint - UT	R	7/17/2024	30.80		053455		778.45
03444	Mission Linen Supply							
I-521898522	Uniform Pants - PL	R	7/17/2024	46.79		053457		
I-521936255	Uniform Pants - PL	R	7/17/2024	46.79		053457		
I-521936256	Uniform Pants - MAINT	R	7/17/2024	28.13		053457		
I-521936259	Uniform Pants - TP	R	7/17/2024	53.41		053457		
I-521983226	Uniform Pants - PL	R	7/17/2024	46.79		053457		
I-521983227	Uniform Pants - MAINT	R	7/17/2024	28.13		053457		
I-521983230	Uniform Pants - TP	R	7/17/2024	53.41		053457		303.45
01570	Ojai Auto Supply							
I-597589	Booster Cables - PL	R	7/17/2024	51.04		053458		51.04
00165	OJAI LUMBER CO, INC							
I-2407-797395	Plywood - PL	R	7/17/2024	127.72		053459		127.72
00884	OJAI TERMITE & PEST CONTROL, I							
I-256572	Rodent Control 2035 Grand Ave	R	7/17/2024	75.00		053460		75.00
00790	PROFORMA							
I-BI85012328C	Uniform Shirts, Jacket - TP	R	7/17/2024	2,150.56		053461		2,150.56
00306	Rincon Consultants, Inc.							
I-58113	Ven-SB Intertie NEPA	R	7/17/2024	4,537.75		053462		4,537.75
02475	Rutan & Tucker, LLP							
I-997374	Acct#029518-0007	R	7/17/2024	346.50		053463		346.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06290	Cecilia Velarde Becerra							
I-071124	Cervice Line Install Refund	R	7/17/2024	879.72		053464		879.72
00247	County of Ventura							
I-377032	Encroachment Permit PE22-1308-	R	7/17/2024	180.00		053465		
I-377033	Encroachment Permit PE22-1344-	R	7/17/2024	180.00		053465		
I-377331	Encroachment Permit PE23-0556-	R	7/17/2024	180.00		053465		
I-377750	Encroachment Permit PE24-0591	R	7/17/2024	400.00		053465		940.00
00248	COUNTY OF VENTURA							
I-IN0254180	Annual Backflow Prevention	R	7/17/2024	16,206.84		053466		16,206.84
06271	WhizCom Marketing LLC							
I-1024	Graphic Design Services - PR	R	7/17/2024	800.00		053467		800.00
00010	AIRGAS USA LLC							
I-5509272462	Gas Cylinder Rental - PL	R	7/24/2024	472.75		053468		
I-5509272541	Gas Cylinder Rental - PL	R	7/24/2024	117.84		053468		590.59
03044	Amazon Capital Services							
I-19LM-TCMR-H9XF	Spring Door Hinge - LCRA	R	7/24/2024	36.99		053469		
I-1DH1-CR JW-KPQP	Manual Pole Saws - LCRA	R	7/24/2024	108.88		053469		
I-1DMY-4CP4-HYQH	Gloves & Apron - WP	R	7/24/2024	193.61		053469		
I-1FT3-4FFN-31J9	Papers Plates & Forks - LCRA	R	7/24/2024	24.82		053469		
I-1HN9-KXTJ-HRDW	Coated Work Gloves - LCRA	R	7/24/2024	64.56		053469		
I-1NWM-KFFQ-YTXN	Whistles - WP	R	7/24/2024	75.00		053469		
I-1PHJ-TW3H-31PM	Lifeguard Rescue Tube - WP	R	7/24/2024	740.00		053469		
I-1Q1Q-CRH7-RLQT	Cartridge Fuses - WP	R	7/24/2024	14.60		053469		
I-1Q1Q-CRH7-WM7N	Circuit Breaker - LCRA	R	7/24/2024	74.30		053469		
I-1RVJ-TK73-NV1J	Trash Can - MAINT	R	7/24/2024	120.81		053469		
I-1TDL-NLCN-TVPD	Engine Fuel - LCRA	R	7/24/2024	8.57		053469		
I-1XL3-LKXW-H6GV	Drawer Tool Box - MAINT	R	7/24/2024	204.79		053469		1,666.93
06056	Ameriflex							
I-DPC011223-071124	DPC011223-071124 Deduction	R	7/24/2024	22,547.66		053470		22,547.66
00014	AQUA-FLO SUPPLY							
I-SI2348711	Pipe & 90 Ell - LCRA	R	7/24/2024	200.38		053471		
I-SI2350223	Glue & PVC Pipe - PL	R	7/24/2024	71.45		053471		271.83
00840	AQUA-METRIC SALES COMPANY							
I-INV0102750	MXU - UT	R	7/24/2024	948.81		053472		
I-INV0102936	2" Meters - UT	R	7/24/2024	7,017.69		053472		7,966.50

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01323	ARGO CHEMICAL INC Ammonia Solution - TP	R	7/24/2024	5,351.51		053473		5,351.51
03429	AT&T Acct#8310009376326	R	7/24/2024	1,287.10		053474		1,287.10
03429	AT&T Acct#8310009376372	R	7/24/2024	1,287.10		053475		1,287.10
00030	B&R TOOL AND SUPPLY CO Grinder & Grease Gun Tool - PL	R	7/24/2024	638.20		053476		
	I-1901003027 Impact Sockets - MAINT	R	7/24/2024	270.34		053476		908.54
01295	BSN CONSTRUCTION Olive St Improvements - PL	R	7/24/2024	19,498.00		053477		19,498.00
09907	CARUS PHOSPHATES, INC. Ortho Poly Phosphate - TP	R	7/24/2024	37,124.98		053478		37,124.98
06004	Catalina Paints Rust Destroyer & Paint - MAINT	R	7/24/2024	366.88		053479		
	I-OJ022838 Base Color - TP	R	7/24/2024	28.27		053479		395.15
00752	COLE-FARMER INSTRUMENT CO. 1uS/cm Conductivity Standard	R	7/24/2024	205.96		053480		205.96
00062	CONSOLIDATED ELECTRICAL Nema 4 ENcl & Panel Only - PL	R	7/24/2024	823.25CR		053481		
	I-9009-1048901 Network Enclosure - PL	R	7/24/2024	2,752.17		053481		
	I-9009-1048902 Brady Labels - EM	R	7/24/2024	165.87		053481		2,094.79
02765	Demaria Electric Motor Service Freight Charges - TP	R	7/24/2024	99.74		053482		
	I-19848 30HP Motor - TP	R	7/24/2024	2,868.94		053482		2,968.68
06127	Dion & Sons, Inc Gas - LCRA	R	7/24/2024	2,352.28		053483		
	I-SP24630 Diesel - LCRA	R	7/24/2024	2,635.69		053483		4,987.97
00086	E.J. Harrison & Sons Inc Acct#500546088	R	7/24/2024	1,594.95		053484		1,594.95
00086	E.J. Harrison & Sons Inc Acct#1C00053370	R	7/24/2024	318.40		053485		318.40

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00086	E.J. Harrison & Sons Inc Acct#102258843	R	7/24/2024	325.99		053486		325.99
00095	FAMCON PIPE & SUPPLY 1" Ford Ball Valve & Brass Lf	R	7/24/2024	4,502.85		053487		4,502.85
00099	FGL ENVIRONMENTAL Nitrate Monitoring 06/25/24	R	7/24/2024	67.00		053488		
	I-410811A OWS-Wells - WQ 07/02/24	R	7/24/2024	137.00		053488		
	I-410812A Nitrate Monitoring 07/02/24	R	7/24/2024	89.00		053488		
	I-411517A Nitrate Monitoring 07/16/24	R	7/24/2024	67.00		053488		360.00
00104	FRED'S TIRE MAN Oil Change - Unit 44	R	7/24/2024	67.79		053489		67.79
06259	GabionSupply.com Accrue Use Tax	R	7/24/2024	Reissue		053490		
	D-INV8005a Accrue Use Tax	R	7/24/2024	Reissue		053490		
	I-INV8005 Welder Wire Gabions - TP	R	7/24/2024	5,026.00		053490		5,026.00
02417	GardenSoft Water Wise Gardening - PR	R	7/24/2024	625.00		053491		625.00
05746	Hasa Inc. Sodium Hypochlorite - TP	R	7/24/2024	593.41		053492		
	I-974166 Sodium Hypochlorite - TP	R	7/24/2024	3,273.12		053492		3,866.53
00596	HOME DEPOT Kitchen Cabinet - PL	R	7/24/2024	657.24		053493		
	I-6314545 Restroom Vanity - PL	R	7/24/2024	777.78		053493		
	I-7021977 Countertops - PL	R	7/24/2024	454.57		053493		
	I-9833716 Dewalt Battery 2 Pack - MAINT	R	7/24/2024	363.58		053493		2,253.17
03469	IC Realtime TP Entrance Gate PTZ Camera	R	7/24/2024	866.85		053494		866.85
04302	J&J Chemical Co. Propaxx Elite - LCRA	R	7/24/2024	748.67		053495		748.67
00667	Kennedy/Jenks Consultants, Inc DBP Reduction Fat Pipe - ENG	R	7/24/2024	7,734.25		053496		7,734.25
02658	Liebert Cassidy Whitmore Matter #CA182-00001	R	7/24/2024	520.00		053497		520.00

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00527	LINCOLN AQUATICS							
I-PB096317	Sodium Bicarbonate - WP	R	7/24/2024	566.35		053498		
I-PB096494	Clor Tabs - WP	R	7/24/2024	860.17		053498		1,426.52
06066	Loomis							
I-13525513	Armored Truck Service - LCRA	R	7/24/2024	319.87		053499		319.87
00151	MEINERS OAKS ACE HARDWARE							
C-086356	Mower Blade - LCRA	R	7/24/2024	68.62CR		053500		
I-085493	Ball Valve, Faucet & Nipple	R	7/24/2024	245.44		053500		
I-085556	Brake Parts Cleaner - LCRA	R	7/24/2024	13.49		053500		
I-085560	Asphalt Patch - LCRA	R	7/24/2024	246.46		053500		
I-085580	Screwdriver & Pickup Tool - LC	R	7/24/2024	43.90		053500		
I-085593	Padlock Comb & Masking Tape	R	7/24/2024	47.01		053500		
I-085613	Bolts & Screws - LCRA	R	7/24/2024	34.21		053500		
I-085650	Padlock Comb - LCRA	R	7/24/2024	21.46		053500		
I-085702	Insect Killer - WP	R	7/24/2024	49.81		053500		
I-086032	Wire & Pipe Sealant - LCRA	R	7/24/2024	79.35		053500		
I-086222	Mower Blade & Concrete Mix - L	R	7/24/2024	92.17		053500		
I-086337	Nipple Galv - LCRA	R	7/24/2024	15.80		053500		
I-086355	Paint - LCRA	R	7/24/2024	62.09		053500		
I-086499	Cleaning Supplies - MAINT	R	7/24/2024	35.08		053500		
I-086655	Pro Enaml Oil - MAINT	R	7/24/2024	53.67		053500		
I-086885	Brush & Paint - PL	R	7/24/2024	73.71		053500		
I-086945	Brush & Soap - UT	R	7/24/2024	52.40		053500		1,097.43
01570	Ojai Auto Supply							
I-597383	Mercon V ATF - LCRA	R	7/24/2024	28.44		053502		
I-597906	Antifreeze - LCRA	R	7/24/2024	65.99		053502		94.43
00884	OJAI TERMITE & PEST CONTROL, I							
I-257127	Rodent Control 1890 Casitas Vi	R	7/24/2024	89.00		053503		
I-257128	Rodent Control Casitas 2	R	7/24/2024	85.00		053503		174.00
05713	Pops Auto Repair							
I-0575	Engine Rebuild - Unit 73	R	7/24/2024	19,874.18		053504		
I-0579	Tinted Windows - Unit 08	R	7/24/2024	350.00		053504		20,224.18
01109	SALVADOR LOERA TRANSPORTATION							
I-15392	Fill Sand - LCRA	R	7/24/2024	1,495.60		053505		
I-15476	Base - LCRA	R	7/24/2024	947.07		053505		2,442.67
00215	SOUTHERN CALIFORNIA EDISON							
I-072324	Acct#700625798978	R	7/24/2024	595.10		053506		595.10

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00216	Southern California Gas Co.							
I-062424a	Acct#18231433006	R	7/24/2024	15.78		053507		
I-072424b	Acct#00801443003	R	7/24/2024	243.35		053507		259.13
06091	RedNova Labs, Inc.							
I-1046677	StorEDGE FMS/Website Pro	R	7/24/2024	337.50		053508		337.50
01959	The Wharf							
I-263534	Uniform Jeans & Shirts - MAINT	R	7/24/2024	377.90		053509		377.90
02527	Traffic Technologies LLC							
I-47889	Replacement Signs - MAINT	R	7/24/2024	991.44		053510		991.44
00825	USA BLUEBOOK							
I-INV00422380	sI 1000 pH Probe & Hach Free/T	R	7/24/2024	1,497.39		053511		
I-INV00423217	Ricca pH Buffer - LAB	R	7/24/2024	53.25		053511		1,550.64
09955	VENTURA WHOLESALE ELECTRIC							
I-318272	PL Bathroom Remodel - PL	R	7/24/2024	420.37		053512		
I-318336	Bowers Box - EM	R	7/24/2024	32.85		053512		453.22
03758	County of Ventura - Fleet Serv							
I-9117-2406	Fleet Service - Unit 282,285	R	7/24/2024	858.07		053513		858.07
00663	WAXIE SANITARY SUPPLY							
I-82582397	Janitorial Supplies - LCRA	R	7/24/2024	2,364.48		053514		
I-82582399	Janitorial Supplies - LCRA	R	7/24/2024	1,882.19		053514		
I-82582403	Janitorial Supplies - LCRA	R	7/24/2024	1,042.08		053514		5,288.75
06291	Robert Young							
I-071524	CFD Annexation Refund	R	7/24/2024	275.24		053515		275.24
06056	Ameriflex							
I-DPC202407222318b	DPC Deduction	R	7/24/2024	269.23		053516		
I-FSA202407222318	FSA Deduction	R	7/24/2024	1,186.44		053516		1,455.67
00102	FRANCHISE TAX BOARD							
I-G09202407222318	Payroll Deduction	R	7/24/2024	250.00		053517		250.00
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202407222318	DEFERRED COMP FLAT	R	7/24/2024	950.00		053518		
I-DI%202407222318	DEFERRED COMP PERCENT	R	7/24/2024	365.57		053518		1,315.57

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00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202407222318	457 CATCH UP	R	7/24/2024	1,184.90		053519		
I-DCN202407222318	DEFERRED COMP FLAT	R	7/24/2024	10,517.91		053519		
I-DN%202407222318	DEFERRED COMP PERCENT	R	7/24/2024	1,236.06		053519		12,938.87
03044	Amazon Capital Services							
I-13F7-PG9P-3TRW	Car Wax - MAINT	R	7/31/2024	96.45		053520		
I-1499-XC9D-VTG9	Disposable Gloves - PL	R	7/31/2024	131.85		053520		
I-1CCT-XNR6-PGGT	Cleaning Duster - MAINT	R	7/31/2024	74.39		053520		
I-1DVT-C1FG-FW9Q	Coffee - MGMT	R	7/31/2024	154.42		053520		
I-1GFY-649L-6HRK	Circuit Breaker Panels - PL	R	7/31/2024	57.12		053520		
I-1M7H-7MMJ-WDQL	Deliveries Signs - ADM	R	7/31/2024	47.16		053520		
I-1RFL-WT3X-QPXJ	Forestry Helmet System - MAINT	R	7/31/2024	121.08		053520		682.47
00014	AQUA-FLO SUPPLY							
I-SI2350281	Jaw Pilers & PVC Cement - LCRA	R	7/31/2024	80.38		053521		
I-SI2357707	Fittings - EM	R	7/31/2024	224.42		053521		304.80
00840	AQUA-METRIC SALES COMPANY							
I-INV0103078	MXU - UT	R	7/31/2024	3,982.33		053522		3,982.33
01666	AT & T							
I-000022054773	Acct#9391062398	R	7/31/2024	404.80		053523		404.80
01666	AT & T							
I-000022059742	Acct#9391064013	R	7/31/2024	29.95		053524		29.95
04254	Automation Services, LLC							
I-24-051	Radar Level Transmitter - EM	R	7/31/2024	1,101.23		053525		1,101.23
00021	AWA OF VENTURA COUNTY							
I-06-15799	WaterWise Breakfast Series - B	R	7/31/2024	30.00		053526		
I-06-15822	CCWUC Education Training - O&M	R	7/31/2024	80.00		053526		110.00
04111	Roadpost, Inc.							
I-BU01697786	Sat Phone Service - TP	R	7/31/2024	66.95		053527		66.95
05995	Canon Financial Services							
I-33843292	Copier Rental - ADM	R	7/31/2024	233.11		053528		233.11
00055	CASITAS BOAT RENTALS							
I-001661	Pontoon Usage 06/24 - Lab/FISH	R	7/31/2024	275.00		053529		275.00

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06004	Catalina Paints							
I-OJ023062	Drop Cloth - UT	R	7/31/2024	14.43		053530		14.43
00117	CERTEX USA, INC							
I-10823234-00	Galv Spa Shackle - LCRA	R	7/31/2024	1,913.98		053531		1,913.98
05964	Charter Communications Holding							
I-187944701072224	Acct#187944701	R	7/31/2024	685.00		053532		685.00
00511	Community Memorial Health Cent							
I-119120	Drug Screening - WP & UT	R	7/31/2024	225.00		053533		225.00
02041	Custom Mailing Solutions, Inc							
I-73004	CCR Postcard Mailing - PR	R	7/31/2024	3,151.16		053534		3,151.16
01001	CUSTOM PRINTING							
I-170646	2024 CCR Postcards - PR	R	7/31/2024	1,301.84		053535		1,301.84
02480	David Taussig & Associates, In							
I-2406338	D23-00115 CFD Tax Admin	R	7/31/2024	2,000.00		053536		2,000.00
06127	Dion & Sons, Inc							
I-SP24814	Gas - LCRA	R	7/31/2024	2,020.94		053537		
I-SP24815	Diesel - LCRA	R	7/31/2024	2,488.72		053537		4,509.66
00086	E.J. Harrison & Sons Inc							
I-2598	Acct#1C00054240	R	7/31/2024	506.09		053538		506.09
03425	Eagle Aerial Solutions							
I-20674	WaterView Subscription	R	7/31/2024	18,962.00		053539		18,962.00
06108	EMCOR Service Mesa Energy							
I-911013815	Repair Mini-Split - PL	R	7/31/2024	1,074.79		053540		1,074.79
00095	FAMCON PIPE & SUPPLY							
I-S100115122.005	1" Ford Quick Joint Adp - PL	R	7/31/2024	411.84		053541		
I-S100123024.002	Quick Jt Adapter & Coupling	R	7/31/2024	1,993.78		053541		
I-S100130421.002	6"X24' Hyd Ext - PL	R	7/31/2024	598.46		053541		
I-S100132465.001	Gasket & Tapped Blind Flange	R	7/31/2024	475.12		053541		
I-S100132741.001	Meter Boxes and Lids - PL	R	7/31/2024	3,095.24		053541		
I-S100133097.001	Ball Valve - UT	R	7/31/2024	3,014.80		053541		9,589.24
00093	FEDERAL EXPRESS							
I-8-537-11818	Shipping - LAB	R	7/31/2024	47.18		053542		
I-8-558-00006	Shipping - ENG	R	7/31/2024	90.67		053542		137.85

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00013	FERGUSON ENTERPRISES INC							
I-0030002	Hand Wrench & Pipe Wrench - PL	R	7/31/2024	469.46		053543		
I-0030070	Tankless Water Heater - PL	R	7/31/2024	427.39		053543		896.85
00099	FGL ENVIRONMENTAL							
I-410807A	OWS-Stage 2 DBP Monit - 07/02	R	7/31/2024	509.00		053544		
I-410808A	OWS-San Antonio TP 07/02/24	R	7/31/2024	43.00		053544		
I-410809A	OWS-San Antonio TP 07/02/24	R	7/31/2024	24.00		053544		
I-410810A	CMWD Odor Monitoring 07/02/24	R	7/31/2024	63.00		053544		
I-411104A	Nitrate Monitoring 07/09/24	R	7/31/2024	67.00		053544		706.00
00104	FRED'S TIRE MAN							
I-157377	Tires - Dump Trailer - PL	R	7/31/2024	644.49		053545		644.49
02217	Greg Rents							
I-63816-1	Propane - Unit 242	R	7/31/2024	48.17		053546		48.17
04022	Hamner, Jewell & Associates							
I-203784	Ventura-SB Row Srvs - ENG	R	7/31/2024	1,618.75		053547		1,618.75
00596	HOME DEPOT							
I-2014812	Primed 1 Panel & Acry Brz - PL	R	7/31/2024	294.30		053548		
I-2542750	Paint Supplies for Hydrants	R	7/31/2024	162.95		053548		
I-4552649	Band Saw & Utility Knife - PL	R	7/31/2024	223.86		053548		
I-4552650	60 Circular Saw - PL	R	7/31/2024	409.59		053548		1,090.70
00527	LINCOLN AQUATICS							
I-PB096893	Pool Supplies - WP	R	7/31/2024	1,410.36		053549		1,410.36
01106	McCROMETER, INC.							
I-608047	4" McCrometr Ultra Mag Meter	R	7/31/2024	4,421.68		053550		4,421.68
00151	MEINERS OAKS ACE HARDWARE							
I-086194	Nipple Galv - LCRA	R	7/31/2024	9.89		053551		
I-086995	Duct Tape, Nipple & Painting T	R	7/31/2024	113.43		053551		
I-086999	Foam Sealant & Safety Glass	R	7/31/2024	32.18		053551		
I-087263	Shovel - UT	R	7/31/2024	26.29		053551		
I-087294	Spray paint & Wire Brush - EM	R	7/31/2024	65.28		053551		
I-087378	Hose - PL	R	7/31/2024	185.40		053551		
I-087411	Hose Mender Clamp - PL	R	7/31/2024	44.85		053551		
I-087417	Vinyl Protectant Spray - MAINT	R	7/31/2024	20.57		053551		
I-087656	Broom, Screws & Washer Flat	R	7/31/2024	25.12		053551		
I-087682	Lockset & GA Brads - PL	R	7/31/2024	83.34		053551		
I-087686	Spraypaint & Wire Brush - EM	R	7/31/2024	81.46		053551		687.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03444	Mission Linen Supply							
I-522026114	Uniform Pants - PL	R	7/31/2024	46.79		053552		
I-522026115	Uniform Pants - MAINT	R	7/31/2024	28.13		053552		
I-522026118	Uniform Pants - TP	R	7/31/2024	53.41		053552		128.33
06292	Steven Morris							
I-1000311	Trailer Storage Removed	R	7/31/2024	9.03		053553		9.03
05977	ODP Business Solutions, LLC							
I-376600923001	Toner - ADM	R	7/31/2024	173.56		053554		173.56
01570	Ojai Auto Supply							
I-593419	Tire Repair Kit - PL	R	7/31/2024	10.76		053555		
I-598884	Windshield Wash - PL	R	7/31/2024	7.10		053555		
I-598885	Black Gorilla Tape - PL	R	7/31/2024	33.18		053555		51.04
00884	OJAI TERMITE & PEST CONTROL, I							
I-257144	Pest Control District Office	R	7/31/2024	183.00		053556		183.00
00168	OJAI VALLEY NEWS							
I-9886	Web Advertisisng - PR	R	7/31/2024	1,383.00		053557		
I-9939	1 Year Subscription	R	7/31/2024	603.20		053557		1,986.20
01342	ONSET COMPUTER CORPORATION							
I-283912	Battery Replacements - FISH	R	7/31/2024	666.52		053558		666.52
01627	OSCAR'S TREE SERVICE							
I-63569	Tree Service Damtender's House	R	7/31/2024	1,850.00		053559		1,850.00
02187	Pitney Bowes Inc							
I-1025773324	Postage Machine - ADM	R	7/31/2024	3,393.90		053560		3,393.90
00790	PROFORMA							
I-BI85012641A	Uniform Shirts & Sweatshirts	R	7/31/2024	676.05		053561		676.05
06067	Scceswest, Inc							
I-0205202402232024	Equip Rental 02/05/24-02/23/24	R	7/31/2024	48,936.00		053562		48,936.00
01240	SENSUS USA							
I-ZA24017419	Sensus Software Sup 9/26-9/25	R	7/31/2024	3,700.00		053563		3,700.00
00215	SOUTHERN CALIFORNIA EDISON							
C-042424	Acct#700759897236	R	7/31/2024	70.12CR		053564		
I-052324	Acct#700759897236	R	7/31/2024	14.38		053564		
I-062424	Acct#700759897236	R	7/31/2024	14.88		053564		
I-072524a	Acct#700237081885	R	7/31/2024	16,506.92		053564		
I-072524b	Acct#700356078152	R	7/31/2024	235.57		053564		
I-072524c	Acct#700759897236	R	7/31/2024	16.36		053564		
I-072624	Acct#700533992421	R	7/31/2024	34,370.51		053564		51,088.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02703	Sunbelt Rentals							
C-145687859-0003	Concrete Mixer CR	R	7/31/2024	Reissue		053565		
I-152596527-0001	Jumping Jack Tamper - PL	R	7/31/2024	130.60		053565		
I-153127844-0001	Key - PL	R	7/31/2024	26.94		053565		
I-155848069-0001	Labor-Aeration Line HDPER Repa	R	7/31/2024	1,994.77		053565		1,338.12
05029	Taylor Johannsen							
I-874736	Robles Data Hosting - ENG	R	7/31/2024	480.00		053566		480.00
02527	Traffic Technologies LLC							
I-47924	Signs - MAINT	R	7/31/2024	92.32		053567		92.32
09955	VENTURA WHOLESALE ELECTRIC							
I-318439	Terminal Spade Conn & Switch	R	7/31/2024	174.95		053568		
I-318466	Elec Metallic Tubing - PL	R	7/31/2024	152.64		053568		327.59
02854	Water Works Engineers, LLC							
I-15271	Ven-SB Intertie - ENG	R	7/31/2024	25,528.59		053569		
I-15272	Ven-SB COUNTIES Design - ENG	R	7/31/2024	17,682.24		053569		43,210.83
02297	AAA AWNINGS INC.							
I-9460	Aluminum Aening Roof Material	R	8/07/2024	5,800.00		053570		5,800.00
00004	ACWA JOINT POWERS INSURANCE AU							
I-0703408	Health Insurance 09/24	R	8/07/2024	164,962.49		053571		164,962.49
03044	Amazon Capital Services							
I-11DV-CCLM-F71D	Silica Gel Desiccant - ENG	R	8/07/2024	38.58		053572		
I-11VP-KPHW-7QPT	Cleaning Duster - MAINT	R	8/07/2024	74.39		053572		
I-147D-PF1V-6FL3	Dell Charger - PL	R	8/07/2024	26.80		053572		
I-19X2-CVVH-JYYM	Mop Bucket & Wringer Combo	R	8/07/2024	101.70		053572		
I-1JTF-P4TX-1C64	Hat - MAINT	R	8/07/2024	60.11		053572		
I-1LDT-V1H6-1H7P	Liquid Wax & Foam Applicator	R	8/07/2024	109.71		053572		
I-1PFF-GQ16-14WW	Gas Monitors - TP	R	8/07/2024	2,102.04		053572		
I-1T7K-NDJW-PNDH	Adjustable Strap Wall - EM	R	8/07/2024	16.61		053572		
I-1T7T-JGKN-16W9	Trash Can - MAINT	R	8/07/2024	20.37		053572		
I-1T7T-JGKN-PQMV	Funnel - TP	R	8/07/2024	47.54		053572		
I-1TNN-XG7L-1M97	Cleaning Cards for Check Scann	R	8/07/2024	33.01		053572		
I-1W64-9TMX-QTWH	Network Transceivers - EM	R	8/07/2024	55.74		053572		
I-1WQM-R94V-3GF9	Mesh Netting - PL	R	8/07/2024	48.83		053572		2,735.43
06060	Ameriflex							
I-INV754016	FSA Admin Fee	R	8/07/2024	80.00		053574		80.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00014 I-SI2362781	AQUA-FLO SUPPLY Shovel - PL	R	8/07/2024	79.33		053575		79.33
01666 I-000022085501	AT & T Acct#9391080431	R	8/07/2024	920.68		053576		920.68
00030 I-1901003352	B&R TOOL AND SUPPLY CO 24", 36', 18" Pipe Wrench - PL	R	8/07/2024	1,070.17		053577		1,070.17
01295 I-5903	BSN CONSTRUCTION Asphalt Patching - ENG	R	8/07/2024	4,310.47		053578		4,310.47
09182 I-100000017625302	CalPERS Unfunded Accrue Liab 08/24	R	8/07/2024	81,479.25		053579		81,479.25
03702 I-88980	Cannon Corporation V-SB Intertie Design Services	R	8/07/2024	20,648.00		053580		20,648.00
03021 I-000033-418-001	Central Communications Call Center 07/24	R	8/07/2024	340.26		053581		340.26
00707 I-32912 I-32949	CHARLES P. CROWLEY CO. Pulsar Kopkit - TP Ashcroft Gauge - LAB	R R	8/07/2024 8/07/2024	2,982.93 274.14		053582 053582		3,257.07
06293 I-9125	Christina Vanarelli, Inc Metter # 519-001	R	8/07/2024	1,569.75		053583		1,569.75
05774 I-L241499520	CliftonLarsonAllen LLP Audit Service FY23-24	R	8/07/2024	7,000.00		053584		7,000.00
00058 I-54006	COAST TO COAST Spraypaint - UT	R	8/07/2024	19.93		053585		19.93
00062 I-9009-1049350	CONSOLIDATED ELECTRICAL cokwell Agreement - EM	R	8/07/2024	23,449.80		053586		23,449.80
06266 I-072924	Cushman Contracting Corporatio MWPFFP Meter & DBP - ENG	R	8/07/2024	2,850.00		053587		2,850.00
01764 I-DP2403575	DataProse, LLC UB Mailing 07/24	R	8/07/2024	4,411.85		053588		4,411.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06108	EMCOR Service Mesa Energy							
I-911013991	Fan Cycling Switch Replace	R	8/07/2024	522.50		053589		522.50
00095	FAMCON PIPE & SUPPLY							
I-S100115122.007	Female Flr Quick Jt Adt - PL	R	8/07/2024	278.85		053590		
I-S100121521.001	Meter Boxes & Lids - PL	R	8/07/2024	39,333.94		053590		
I-S100131373.001	2" Romac Coupling - PL	R	8/07/2024	1,018.88		053590		
I-S100132392.001	12" Saddle - PL	R	8/07/2024	1,158.30		053590		
I-S100133512.001	2"X20" Cooper Pipe - PL	R	8/07/2024	1,962.68		053590		43,752.65
00013	FERGUSON ENTERPRISES INC							
I-0031095	Raptor D/Soc Rat Wrench - PL	R	8/07/2024	571.35		053591		571.35
00099	FGL ENVIRONMENTAL							
I-411105A	Lab Water Quality 07/09/24	R	8/07/2024	68.00		053592		
I-411925A	Nitrate Monitoring 07/23/24	R	8/07/2024	67.00		053592		135.00
00369	HARRINGTON INDUSTRIAL PLASTICS							
I-013D3796	Clamp - TP	R	8/07/2024	118.65		053593		
I-013D3861	Clamps, Fasteners - TP	R	8/07/2024	169.53		053593		288.18
00596	HOME DEPOT							
I-4313675	Milwaukee Pump - PL	R	8/07/2024	245.57		053594		
I-4473629	Pump & Charger/Battery - MAINT	R	8/07/2024	512.66		053594		
I-4871237	Pump Combo Kit - PL	R	8/07/2024	288.50		053594		1,046.73
09910	J.W. ENTERPRISES							
I-382340	CT Pumping - 4M PP	R	8/07/2024	80.50		053595		
I-382341	CT Pumping - GRAND AVE.	R	8/07/2024	80.50		053595		
I-382342	CT Pumping - SA PLANT	R	8/07/2024	161.00		053595		
I-382343	CT Pumping - 3M PUMP	R	8/07/2024	80.50		053595		
I-382344	CT Pumping - FAIRVIEW RES.	R	8/07/2024	80.50		053595		
I-382345	CT Pumping - CASITAS DAM	R	8/07/2024	80.50		053595		
I-382346	CT Pumping - BATES RES.	R	8/07/2024	80.50		053595		
I-382347	CT Pumping - GRAND AVE	R	8/07/2024	82.75		053595		726.75
02344	Janitek Cleaning Solutions							
I-53668A	Janitorial Service - DO	R	8/07/2024	1,354.50		053596		1,354.50
05449	Matheson Tri-Gas, Inc.							
I-0030085969	Liquid Oxygen - TP	R	8/07/2024	23,883.57		053597		23,883.57
00151	MEINERS OAKS ACE HARDWARE							
I-086946	Wood Glue - PL	R	8/07/2024	43.95		053598		
I-088025	Spraypaint - UT	R	8/07/2024	7.80		053598		
I-088164	Tube Strap - PL	R	8/07/2024	3.70		053598		
I-088188	Chlorinationg Chemicals - TP	R	8/07/2024	143.09		053598		
I-088224	Hamer & Shovel - PL	R	8/07/2024	89.77		053598		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-088411	Paint - TP	R	8/07/2024	468.33		053598		
I-088483	Freezer Bag - LAB	R	8/07/2024	20.56		053598		777.20
03444	Mission Linen Supply							
I-522070063	Uniform Pants - PL	R	8/07/2024	46.79		053599		
I-522070064	Uniform Pants - MAINT	R	8/07/2024	28.13		053599		
I-522070067	Uniform Pants - TP	R	8/07/2024	53.41		053599		128.33
01876	NALCO COMPANY							
I-6602842633	Nalco Reclaim Polymer - TP	R	8/07/2024	1,980.50		053600		1,980.50
03969	NEOGOV							
I-INV-42908	NEOGOV Subscription 25-25	R	8/07/2024	7,251.60		053601		7,251.60
05977	ODP Business Solutions, LLC							
I-369625588001	Envelope Coin - ADM	R	8/07/2024	56.13		053602		56.13
01570	Ojai Auto Supply							
I-599104	Magic Tir & Bug Wash - UT	R	8/07/2024	12.08		053603		12.08
00168	OJAI VALLEY NEWS							
I-9917	Public Notice - MGMT	R	8/07/2024	48.04		053604		48.04
00169	OJAI VALLEY SANITARY DISTRICT							
I-26374	Cust #20594	R	8/07/2024	339.18		053605		339.18
00169	OJAI VALLEY SANITARY DISTRICT							
I-26451	Cust#52921	R	8/07/2024	61.67		053606		61.67
01627	OSCAR'S TREE SERVICE							
I-63574	Tree Service SA Pond - MAINT	R	8/07/2024	2,200.00		053607		2,200.00
00184	POWERSTRIDE BATTERY CO, INC							
I-V 611918	PS27-AGM Battery - LAB	R	8/07/2024	287.60		053608		287.60
02756	SC Fuels							
I-2694031-IN	Gas & Diesel - DO	R	8/07/2024	6,863.00		053609		6,863.00
00215	SOUTHERN CALIFORNIA EDISON							
C-042424a	Acct#700387230310	R	8/07/2024	62.67CR		053610		
I-061224	Acct#700387230310	R	8/07/2024	19.75		053610		
I-062624	Acct#700387230310	R	8/07/2024	19.00		053610		
I-073024	Acct#700387230310	R	8/07/2024	20.95		053610		
I-080124	Acct#700028645962	R	8/07/2024	153,063.38		053610		
I-080224	Acct#700029026585	R	8/07/2024	2,700.60		053610		
I-080524a	Acct#700009638309	R	8/07/2024	27.47		053610		
I-080524b	Acct#700598317666	R	8/07/2024	40.27		053610		155,828.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00048	STATE OF CALIFORNIA State Water Plan Payment	R	8/07/2024	297,670.00		053611		297,670.00
06064	T-Mobile Acct#987771959	R	8/07/2024	31.15		053612		31.15
00225	UNDERGROUND SERVICE ALERT Regulatory Cost - ENG	R	8/07/2024	95.12		053613		
	I-720240101 CAS01 New Ticket Change	R	8/07/2024	516.90		053613		612.02
00825	USA BLUEBOOK ph Buffer, Plate Count Agar	R	8/07/2024	590.86		053614		590.86
00251	VENTURA COUNTY STAR Notice of Public Hearing	R	8/07/2024	174.44		053615		174.44
00257	VENTURA RIVER WATER DISTRICT Acct#5-37500A	R	8/07/2024	450.12		053616		450.12
01283	Verizon Wireless Monthly Cell Charges - DO	R	8/07/2024	3,550.91		053617		
	I-9970624837 Monthly Cell Charges - LCRA	R	8/07/2024	495.06		053617		4,045.97
02854	Water Works Engineers, LLC Ven-SB Intertie - ENG	R	8/07/2024	28,945.70		053618		28,945.70
00330	WHITE CAP CONSTRUCTION SUPPLY Pups - PL	R	8/07/2024	1,384.66		053619		1,384.66
05869	Wingate Earthworks Inc. Asphalt Patching - ENG	R	8/07/2024	2,647.60		053620		2,647.60
06056	Ameriflex Dependant Care	R	8/07/2024	461.54		053621		
	I-FSA202408062326 FSA Deduction	R	8/07/2024	1,186.44		053621		1,647.98
00102	FRANCHISE TAX BOARD Payroll Deduction	R	8/07/2024	250.00		053622		250.00
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	8/07/2024	2,234.62		053623		
	I-DI%202408062326 DEFERRED COMP PERCENT	R	8/07/2024	395.16		053623		2,629.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	I-000202407312319	MANNING, EDWARD US REFUND	R	8/07/2024	58.95	053624		58.95
1	I-000202407312320	DEKOR.&. COMPANY US REFUND	R	8/07/2024	3.96	053625		3.96
1	I-000202407312321	MULLEN, KILEY US REFUND	R	8/07/2024	43.93	053626		43.93
1	I-000202407312324	A&A CONCRETE INC US REFUND	R	8/07/2024	451.85	053627		451.85
1	I-000202407312322	BACK, DAVID US REFUND	R	8/07/2024	13.92	053628		13.92
1	I-000202407312323	MCGILLIVRAY CONSTRUC US REFUND	R	8/07/2024	328.56	053629		328.56
1	I-000202407312325	RUTHERFORD, TROY US REFUND	R	8/07/2024	51.77	053630		51.77

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	265	2,043,406.61	0.00	2,042,592.42
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	35	2,623,392.47	355.50CR	2,623,036.97
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	814.19CR		
	VOID CREDITS	0.00	814.19CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			302	4,665,170.70	355.50CR	4,665,629.39
BANK: AP	TOTALS:		302	4,665,170.70	355.50CR	4,665,629.39
REPORT TOTALS:			302	4,665,170.70	355.50CR	4,665,629.39

Draft 000868 Adj. Acct. (24.02)
 Void Check #53083 (866.85)
 Void Check #53222 (5,026.00)
 Void Check #53284 (1,338.12)
\$ 4,658,374.40

Adjudication Charge Fund Account

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

Adj. Checks: 000107-000108

Adj. Draft 000870

Voids:



Janyne Brown, Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05782 I-00888.002-5	GSI Water Solutions, Inc Technical Consulting Serv. ADJ	R	7/10/2024	6,916.25		000107		6,916.25
02475 I-999957	Rutan & Tucker, LLP Adjudication Litigation 06/24	R	7/31/2024	4,729.16		000108		4,729.16
05973 I-062624f	Mechanics Bank Credit Card Lunch ADJ Meeting	D	7/10/2024	70.68		000870		70.68

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	11,645.41	0.00	11,645.41
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	70.68	0.00	70.68
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00 VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ADJ TOTALS:	3	11,716.09	0.00	11,716.09
BANK: ADJ TOTALS:	3	11,716.09	0.00	11,716.09
REPORT TOTALS:	3	11,716.09	0.00	11,716.09

Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2024/25
July 1, 2024-June 30, 2025

<u>Date paid</u>	<u>Board of Director/Employee</u>	<u>Description</u>	<u>Amount Paid</u>
7/10/2024	Scott Lewis	Hotel 05/18/25-05/25/24	\$ 768.46
7/17/2024	Cory Johnson	Safety Boot Stipend	\$ 205.00
7/25/2024	Juan Pablo Hernandez	Class A Exam	\$ 145.06
7/25/2024	Ken Grinnell	Water Quality Laboratory Analyst Grade 1	\$ 100.00
7/25/2024	Jesus Garcia	D3 Certification	\$ 100.00
7/25/2024	Michael Kenney	Safety Boot Stipend	\$ 205.00
7/25/2024	Jesus Garcia	Water Treatment Course	\$ 299.99

Minutes of the Casitas Municipal Water District
July 10, 2024 Board Meeting

1. CALL TO ORDER

President Hajas called the meeting to order at 5:00 p.m.

2. ROLL CALL

Directors Cole, Brennan, Bergen, Kaiser and Hajas are present. Also present are GM Flood, AGM Dyer, EA Vieira and Counsel McNulty.

3. PLEDGE OF ALLEGIANCE

President Hajas led the pledge of allegiance.

4. AGENDA CONFIRMATION

Agenda is confirmed as submitted.

5. PUBLIC COMMENTS - Presentation on District-related items that are not on the agenda
- three minute limit.

None

6. CONSENT AGENDA

6.a. Accounts Payable Report.
[Accounts Payable Report.pdf](#)

6.b. Minutes of the June 26, 2024 Board Meeting.
[6 26 2024 Min.pdf](#)

The consent agenda was offered by Director Kaiser, seconded by Director Brennan and adopted by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

7. ACTION ITEMS

7.a. Approve a purchase order to ERS Industrial Services in the amount of \$81,130.00 for the removal, cleaning and reinstallation of media in pressure filter #1 and purchase of supplemental filter media required to return the filter media layers to original specifications.
[Contract Award - Filter #1 Media Cleaning 7-10-2024.pdf](#)

On the motion of Director Brennan, seconded by Director Cole, the above recommendation was approved by the following roll call vote:

AYES:	Directors:	Cole, Brennan, Bergen, Kaiser, Hajas
NOES:	Directors:	None
ABSENT:	Directors:	None

8. INFORMATION ITEMS

- 8.a. State Water Project Intertie Report.
[SWP Intertie Project Cost 6-30-24.pdf](#)
- 8.b. CFD 2013 Report.
[CFD 2013-1 Project Cost 6-30-2024.pdf](#)
- 8.c. Investment Report.
[Investment Report FY2024 June.pdf](#)
- 8.d. Adjudication Charges Report.
[Adjudication Charges YTD 6.30.24.pdf](#)
- 8.e. Consumption Report for May 2024.
[Consumption 2023-2024.pdf](#)
- 8.f. February, March and April 2024 Financials and Non Budgeted Items.
[Financial Statements 2-29-2024 Summary.pdf](#) [Financial Statements 3-31-2024 Summary.pdf](#) [Financial Statements 4-30-2024 Summary.pdf](#)
- 8.g. Announcement from Ventura LAFCo seeking individuals to fill Public Member and Alternate Public Member seats on commission.
[Ventura LAFCo Public Member and Alternate Public Member Recruitment Announcement 2024.pdf](#)
- 8.h. Finance Committee Minutes.
[Finance Committee Minutes 062124.pdf](#)

The information items were received.

9. GENERAL MANAGER COMMENTS

GM Flood reported that attendance at the park is phenomenal with the Water Adventure selling out on holidays and weekends. We have five tour buses of kids arriving today.

We have received \$34,000 from FEMA and are obligated for \$57,000. It is slowly going up with \$1.9 million to go.

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

None

11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

Director Brennan mentioned an article in the LA Times regard the fight over water.

President Hajas moved the meeting to closed session at 5:04 p.m.

12. CLOSED SESSION

12.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

12.b. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9)
Case No. 2024SC021367
Name of Case: Feiss MD vs Casitas Municipal Water District.

President Hajas moved the meeting back into open session at 5:53 p.m. with Counsel McNulty stating the board met in closed session and no action was taken on either item.

13. ADJOURNMENT

President Hajas adjourned the meeting at 5:53 pm.

Mary Bergen, Secretary

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Updates to Schedule of Fees and Charges in Casitas Rates and Regulations for Water Service**
Date: August 14, 2024

RECOMMENDATION:

It is recommended that the Board of Directors consider adopting an ordinance amending Appendix B: "Schedule of Other Fees and Charges" and related sections in the Casitas Rates and Regulations for Water Service.

BACKGROUND:

During their regular meeting on March 22, 2023, the Casitas MWD Board of Directors adopted the Rates and Regulations for Water Service (R&R). Appendix A of document was last amended on December 13, 2023 to reflect updated water rates for Calendar Years 2024 through 2026 and is available online at the link below:

<https://www.casitaswater.org/home/showpublisheddocument/4753/638155328445130000>

DISCUSSION:

A schedule of miscellaneous fees and charges is provided in Appendix B. The fees are one-time charges based on specific customer requests or issues. Staff has reviewed the fees in Appendix B and is recommending some of the fees be updated based on current costs.

The fee updates include:

- **Damage to District Facilities:** Added clarification that charges for damage to District to facilities will be estimated based on actual cost of labor and materials incurred.
- **Deposits:** A deposit can be used to cover delinquent payments. Staff reviewed the average delinquent amounts which support an increase in the deposited amount.
- **Disconnection/Reconnection:** Updated to reflect increased cost of service, although full cost is not charged to maintain affordability. There are limitations on the amount charged for these types of fees based on SB 998 regulations.

- **Installation or Abandonment of Water Service, Plan Check, and Inspection:** Updated to include a deposit for engineering and operational labor costs. If actual costs are less than the deposited amount, the funds will be returned to the customer.
- **New Engineering Fees:** Several new fees are proposed based on the cost of engineering labor, including expenses related to preparing Will Serve Letters, Fire Hydrant Flow Tests, VCFD Fire Flow Verifications, Meter Reduction Applications, and Water Service Agreements.

Upon recommendation from the Finance Committee, a public hearing has been scheduled with the Board of Directors on August 14, 2024. Staff provided required noticing which includes publishing in a local newspaper for two consecutive weeks prior to the public hearing, posting to the District’s website, and sending by mail to any interested party who has made a written request for service by mail.

FINANCIAL IMPACT:

The estimated revenue resulting from the fee increases shown in Appendix B “Schedule of Other Fees and Charges” is estimated to be approximately \$33,500.

Proposed Fee Change	Estimated Annual Revenue Increase, \$
Damage to District Facilities	N/A. Charges are determined case by case.
Deposits	N/A. Returned to customers in established good standing.
Disconnection	\$3,300
Reconnection	\$3,300
Plan Check Fees	N/A. Charges are determined case by case.
Inspection Fees	N/A. Charges are determined case by case.
Will Serve Letter	\$6,600
Fire Hydrant Flow Test	\$1,000
VCFD Fire Flow Verification (Form 625)	\$18,300
Meter Reduction Application Deposit	N/A. Charges are determined case by case.
Water Service Agreements	\$1,000
Total (Approximate):	\$33,500

ATTACHMENTS:

1. Proposed Ordinance Modifying Appendix B and Related Section of the Rates and Regulations for Water Service
2. Redline Version of Proposed Rates and Regulations for Water Service

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE 24-_____

AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT TO
ADD SECTION 9.3 AND AMEND SECTIONS 4.8, 5.5, 6.5, 8, 14.4, AND APPENDIX B
AND OF THE RATES AND REGULATIONS FOR WATER SERVICE

WHEREAS, Casitas Municipal Water District (Casitas) has in place a document entitled Rates and Regulations for Water Service (Rates and Regulations) which details the procedures for providing water service to the public; and

WHEREAS, the most recent version of the Rates and Regulations was adopted by the Casitas Board of Directors March 22, 2023; and

WHEREAS, sections of the Rates and Regulations can be amended, with the most recent amendment adopted by ordinance on December 13, 2023;

WHEREAS, the District has reviewed the schedule of miscellaneous fees and charges in Appendix B, and is proposing updates to the charges and related language in the Casitas Rates and Regulations document;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Casitas Municipal Water District as follows:

1. Section 0: Table of Contents shall be updated to accommodate revisions herein;
2. Section 3.3: Application for New Expanded Service shall be amended to clarify fees may apply for abandonment of existing service and add fees for preparing new water service agreements.
3. Section 4.8.1: Restoration of Service for Existing Meters shall be amended to provide reference to Appendix B for the Reconnection Fee as clarifying language.
4. Section 5.5: Connection and Installation Fees shall be amended to 1) clarify costs associated with abandonment of existing services when applicable, 2) provide reference to Appendix B for applicable fees related to connection and installation of water service, and 3) add clarifying language that customer installation of water service facilities is subject to approval by Casitas.
5. Section 6.5: Decreasing Sizing to a Smaller Meter of the Casitas Rates and Regulations shall be amended as follows:

A property owner can downsize the meter size at the cost of installing a smaller meter (refer to Subsection 5.5: Connection and Installation Fees) only if, in the opinion of Casitas, the smaller meter can pass adequate flow without damage to the meter. It is the responsibility of the property owner requesting the size reduction to verify the requested meter size will provide sufficient flow and pressure to comply with California Plumbing Code and National Fire Protection Association requirements and meet the needs of the occupants of the property.

Casitas can install an orifice plate if deemed necessary to protect the meter, and the customer can verify a lower water demand capacity required by the private system. Casitas also reserves the right to change the meter size if it is later determined the meter flow or pressure is operating beyond the originally approved conditions and/or outside the manufacturer's recommended range; the property owner will be responsible for costs described Section 6.6.

The water allocation for the property may be reduced as deemed appropriate by Casitas' assessment and the property owner must sign a statement indicating they acknowledge such relinquishment of allocation. There shall be no refund of larger meter size capacity fees upon reduction in meter size.

An Application for Reduction in Water Meter Size and supporting documentation shall be submitted by the property owner and the Application Processing Fee in Appendix B: Schedule of Fees and Other Charges shall apply. In the event an application review requires significant staff time by Casitas, a Meter Reduction Application Deposit may be required to which staff time will be charged. Unused deposit fees will be refunded and the applicant must pay any overage. The fees will not be refunded in the event the application is denied.

6. Section 8: Will Serve Letters of the Casitas Rates and Regulations shall be amended to reference the Will Serve Letters fee in Appendix B.
7. Section 9.3: Fire Flow Testing and Verification shall be added as follows:

9.3.1 Fire Flow Testing

The Fire Hydrant Flow Test Request Form shall be submitted to the Engineering Manager, along with the fee for a Fire Hydrant Flow Test as shown in Appendix B: Schedule of Fees and Other Charges. The requestor shall coordinate the fire flow test with Casitas including scheduling and observation by a Casitas representative. At no time shall a fire flow test be performed without submission of the Request Form, payment of fees, and observation by Casitas representative. Any person operating Casitas valves or hydrants in violation of these requirements shall be subject to penalties as described in Section 14: Protection of Casitas Facilities and Water Supply and Appendix B: Schedule of Fees and Other Charges.

9.3.2 Fire Flow Verification

The Ventura County Fire Department (VCFD) may request fire flow verification on a VCFD form for a specific property related to a proposed development within Casitas' service area. The VCFD Fire Flow Verification fee for Casitas to complete VCFD's form is shown in Appendix B: Schedule of Fees and Other Charges. Such forms shall be submitted to the Engineering Manager and payment of fees is required before the form is completed and returned to the applicant.

8. Section 14.4: Damage to Facilities shall be amended to clarify the circumstances for which there will be charges for damage to District facilities.

9. Appendix B: Schedule of Other Fees and Charges shall be amended in its entirety as follows:

All fees, once paid, are non-refundable (except for deposits that are deemed eligible for return).

Type of Fee	Total Charge
Application Processing Fee	\$30.00
Capital Facilities Charge	\$18,644.00 per acre foot
Damage to District Facilities	Labor and Materials
Deposits	
Up to 1" Meters:	\$120.00
1.5" to 2" Meters: All Except Agricultural	\$300.00
1.5" to 2" Meters: Agricultural	\$300.00
3" and Larger Meters	\$500.00
Delinquency Fee	10% of past due bill amount
Disconnection Fee ¹	\$30.00 / \$90.00 (after hours)
Reconnection Fee ²	\$30.00 / \$90.00 (after hours)
Returned Check Fee	Actual bank processing fee
Meter Test Fee	
Up to 1" Meters:	\$100.00
1" to 2" Meters	\$150.00
3" and Larger Meters	\$225.00
Temporary Meter Deposit	\$500.00
Temporary Meter Installation Fee	\$100.00
Temporary Meter Relocation Fee	\$100.00
Temporary Meter Monthly Charges	\$150.00 fixed plus \$4.00/HCF volumetric
Penalty for Tampering with District Equipment	\$2,500 fine for first violation and \$10,000 fine per violation for subsequent violations
Penalty for Violation of Rates and Regulations (other than Tampering with District Equipment)	A fine not to exceed \$1,000 shall be imposed.
Installation or Abandonment of Water Service	\$1,500 Deposit, Labor and Materials
Plan Check Fees	\$1,500 Deposit, Labor and Materials
Inspection Fees	\$500 Deposit, Labor and Materials
Will Serve Letter	\$185
Fire Hydrant Flow Test	\$250
VCFD Fire Flow Verification	\$185
Meter Reduction Application Deposit	\$650
Water Service Agreements	\$250

¹ Also referred to as the Water Meter Turn Off Fee.

² Also referred to as the Water Meter Turn On Fee.

* Each fee or charge stated above for which a labor component exists shall include direct and indirect costs such as wages, benefits, and payroll taxes to reflect the total cost of labor with overhead expenses. Labor expenses shall account for all time spent including, but not limited to, engineering, operations, administrative, management, and legal staff time.

ADOPTED this ____ day of _____ 2024.

Richard Hajas, President
Casitas Municipal Water District

ATTEST:

Mary Bergen, Secretary
Casitas Municipal Water District



RATES AND REGULATIONS FOR WATER SERVICE

Adopted by the Board of Directors on March 22, 2023
Latest Revision: December 13, 2023

Revision History

This Casitas Municipal Water District Rates and Regulations for Water Service was adopted on March 22, 2023, by Ordinance No. 2023-02 replacing earlier versions of the document. Sections of the Rates and Regulations may be revised by resolution, and when revisions occur, they will be noted in this table.

Ordinance or Resolution Number	Date	Section(s) Revised
Ordinance 2023-03	05/10/2023	Section 19.3
Ordinance 2023-04	12/13/2023	Appendix A

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1 GENERAL

1.1. DOCUMENT IDENTIFICATION AND REVISION

This document shall be known as "Rates and Regulations for Water Service" of the Casitas Municipal Water District. Unless otherwise approved by the Board of Directors (the Board) of the Casitas Municipal Water District (Casitas or District), all water service shall be made in accordance with these rates and regulations. These rates and regulations may be amended by resolution or ordinance at any regular or special meeting of the Board of Directors, provided that: (a) written notice of any proposed amendment is submitted to each Director at least 14 days prior to any such meeting; (b) one or more public hearings is held, if required, with at least 14 days' advance public notice and legal notice of any such hearings; and (c) California Environmental Quality Act (CEQA) review and compliance has been completed, if required.

The Rates and Regulations for Water Service shall be relied upon for water service provisions. Henceforth, any other related resolution or ordinance adopted by the Board will be incorporated in the Rates and Regulations for Water Service at the time the resolution is adopted.

1.2. COMPLIANCE WITH REGULATIONS REQUIRED

The furnishing of water by the District and the use thereof by a customer shall be subject to: 1) the regulations of the District in effect; 2) the terms, conditions and undertakings in the customer's application for water service; and 3) where applicable, a Water Service Agreement; and the District's contracts with the United States Bureau of Reclamation. By applying for or receiving water service from the District, each customer covenants and agrees to be bound by, and to comply with, all regulations of the District in effect.

1.3. AREAS SUBJECT TO REGULATIONS

The Rates and Regulations for Water Service set forth herein pertain to service to land and/or improvements lying within the boundaries of Casitas. They do not generally pertain to direct service by Casitas to lands and/or improvements within boundaries of other water agencies located within Casitas' boundaries. Service to lands outside Casitas shall be only on terms and conditions established by the Board respecting the particular service involved.

1.4. PENALTIES FOR VIOLATION

In the event any person is in violation of the Rates and Regulations for Water Service, the District shall have the right to:

- A. Charge such person for the amount of District water consumed based on the highest tier of currently adopted water rates; provided, that if the amount of water consumed cannot be ascertained, the General Manager may make an estimate of the amount of water consumed and apply the rate to that amount of water;
- B. Charge such person for an amount estimated by the General Manager to reimburse the District for its reasonable costs incurred in investigating, terminating, and otherwise processing any such violation, including a reasonable amount to reimburse the District for its staff time and use of vehicles and equipment;
- C. Charge such person for the damages suffered by the District as a result of such violations;
- D. Discontinue, terminate, or refuse to restore any water service connection in the name or under the control of the person committing such violation unless and until satisfactory evidence exists that violations were corrected and compliance with "Rates and Regulations for Water Service" is established;
- E. Impose a penalty as set forth in Appendix B: "Schedule of Other Fees and Charges";
- F. Pursue criminal prosecution.

The General Manager shall determine whether water service to the person(s) in violation shall be continued, discontinued, or terminated. The General Manager's determination shall be based on the amount of damage to Casitas facilities and/or assets and likelihood of the damage being repeated.

The person or persons charged with violations of the Rates and Regulations for Water Service shall be entitled to a hearing to be conducted substantially in accordance with the applicable provisions of the Administrative Procedures Act (Government Code Section 11500, et seq.)

2 DEFINITIONS

Whenever the words herein occur in the Rates and Regulations for Water Service adopted by the Casitas Municipal Water District Board of Directors, they shall have the meaning herein defined.

2.1. GENERAL DEFINITIONS

- 2.1.1. Acre Foot: 43,560 cubic feet of water or 435.6 Units of water where one Unit is equal to 100 cubic feet.
- 2.1.2. Active Service: Service that is currently taking water and paying for service. All other services are inactive or vacant.
- 2.1.3. Accessory Dwelling Unit (ADU): An attached or detached residential dwelling unit that: a) is ancillary to an existing or proposed primary dwelling unit on the same property, b) meets the definition set forth in Paragraph (1) Subsection (j) of California Government Code Section 65852.2 as same may be hereafter amended, and c) is approved by the applicable local land use agency.
- 2.1.4. Allocation: A volume of water (as defined herein hundred cubic feet or acre feet) that is assigned and may be reassigned by Casitas to a Casitas property or Casitas customer for a defined allocation period. An allocation of water shall not mean an entitlement nor in any way imply a water right.
- 2.1.5. Allocation Period: Allocation periods may be monthly or annually during any one fiscal year.
- 2.1.6. Association: A collection of single owners who agree to burden their property with the responsibility for: a) installing, operating and maintaining its own water distribution and fire protection facilities, b) providing water to its members, c) payment of the cost of the installation of the master metering facilities, and d) payment of the water bill, the service charges and other related fees and deposits required by Casitas. When there are multiple types of water use, the rates paid by an Association shall be the highest rate for the types of service actually provided.
- 2.1.7. Billing Period: The period during which water service is provided and for which the customer is billed. The Billing Period and frequency of bills shall be monthly.
- 2.1.8. Board: The Board of Directors of the Casitas Municipal Water District.
- 2.1.9. Capital Facilities Charge (CFC): A one-time, non-returnable buy-in charge based on allocation or requests for new or enlarged meters. This charge includes, but is not limited to, funds for meeting Casitas' financial reserve needs and requirements for obtaining funds for capital projects necessary to maintain service within Casitas' existing service area.
- 2.1.10. Casitas: Casitas Municipal Water District.
- 2.1.11. Consumption Period: Same as Billing Period.
- 2.1.12. Customer: Any individual, firm, partnership, private or public corporation, government agency, or other entity which has applied for and is currently receiving water service from the District's facilities through an active service connection, with a District account, to serve a property within District boundaries, in compliance with these Rates and Regulations.
- 2.1.13. District: Casitas Municipal Water District.
- 2.1.14. Discontinuance: Water to a service is shut off but the meter is not removed. Standby charges are owed, and the assigned allocation will remain with the property provided the standby charges are paid.
- 2.1.15. Fiscal Year: A 12-month period beginning July 1 and ending June 30.
- 2.1.16. General Manager: The person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.
- 2.1.17. Gravity: All Casitas services that receive water from non-pumped zones.
- 2.1.18. HCF: Hundred Cubic Feet, a volume of water equal to 100 cubic feet or 748 gallons. See Unit.

- 2.1.19. Hearing Officer: The person who holds a supervisory or managerial position and is designated by the General Manager to carry out duties of the Hearing Officer.
- 2.1.20. Inactive Service: Accounts that were formerly active but the service was transferred to a new account holder. Inactive service is no longer subject to charges.
- 2.1.21. Legal Water Service: A service with a current application, which complies with all Casitas' Rates and Regulations, in good standing with Casitas.
- 2.1.22. Pumped: All water service that is delivered from Casitas' pumped zones.
- 2.1.23. Residential Dwelling Unit: A building or structure or portion thereof designated by a land use agency as a residential dwelling unit which includes sanitary facilities and one kitchen provided within the unit. For purposes of this definition, an attached or detached residential second unit shall be considered a separate residential dwelling unit. District staff shall make determinations regarding whether a structure or building constitutes a residential dwelling unit upon review of all development proposals, a request for new water service, or periodic review and inspection of existing service connections.
- 2.1.24. Service: The furnishing of water to a customer through approved and appropriate service facilities of the Casitas Municipal Water District.
- 2.1.25. Service Facilities: Those materials and facilities between Casitas' water conveyance line or lateral and the outlet of the service meter, valve, fire hydrant, or riser for fire service. If said meter is not owned by Casitas, "service facilities" shall mean that Casitas-owned facility closest to the customer-owned-and-maintained meter or other facility.
- 2.1.26. Service Size: The rated inside diameter of the water meter at each service connection and the associated flow capacity of that meter.
- 2.1.27. Standby Charges: Service charges and any other fixed charges on the water bill that do not vary with water use and are paid in order to maintain the ability to utilize water through an existing service.
- 2.1.28. Termination: The water meter is removed and the allocation is terminated.
- 2.1.29. Unit: A volume of water equal to 100 cubic feet or 748 gallons. See HCF.
- 2.1.30. Vacant Service: Properties that have an existing meter but do not have any active consumption, are not current on payment of standby charges, and do not have an identified account holder or person responsible who has communicated with the District regarding plans to restore service.
- 2.1.31. Water Agency: Public water supply agencies, public water utilities, and mutual water companies permitted by the State of California to supply water. A water agency has all services metered, bills its water customers for water consumption through the meters, and maintains its own water system in accordance with all applicable standards, regulations and laws.
- 2.1.32. Water Use: The volume of water delivered through a Casitas-metered service facility to the customer during a set period of time.

2.2. DEFINITIONS OF CUSTOMER CLASSIFICATION AND WATER USE TYPES

- 2.2.1. Agricultural Domestic: The use of water for a combined Residential and Agricultural Irrigation use (and subject to all requirements for Agricultural Irrigation Service).
- 2.2.2. Agricultural Irrigation Service or Use: The use of water for irrigation purposes on all parcels of non-Class 6 land consisting of not less than 2.0 acres devoted to commercial agricultural production (excluding homes, buildings, roads and other non-agricultural producing areas), in compliance with federal law, having a minimum one-inch meter.
- 2.2.3. Commercial Service: Water service provided to a retail store, restaurant, office building, service outlet, or other commercial enterprise. To qualify for commercial service the customer must provide the District evidence of a commercial business license from the appropriate licensing

agency and the property served must be zoned for commercial use by the appropriate land use agency.

- 2.2.4. Fire Service: A service connection s used solely for standby service for a private fire protection system.
- 2.2.5. Industrial Service: Water service to production and manufacturing-related business, including refineries, with proper zoning and which actually conducts business.
- 2.2.6. Inter-Departmental: Water service to all facilities owned or operated by Casitas.
- 2.2.7. Multi-family Agricultural Domestic: The use of water for a combined Multi-family Residential and Agricultural use (and subject to all requirements for Agricultural Irrigation Service).
- 2.2.8. Multi-family Residential Service: Water service to any property with two or more legal residential dwelling units, including apartment and condominium complexes, mobile home parks, farmworker housing, accessory dwelling units, or other types of community development for domestic purposes.
- 2.2.9. Non-residential service: Water service provided to a customer that is not within the scope of “Residential Service” or “Multi-family Residential Service” defined herein.
- 2.2.10. Other or Institutional Service: Water service at a property owned or operated by a federal, state, county, city, or other public authority; and for public or non-profit services.
- 2.2.11. Resale Service: Water service to another water agency which was legally formed to supply water and which has an active permit to supply water from the California State Water Resources Control Board Division of Drinking Water.
- 2.2.12. Residential Service: Water service to any single-unit dwelling residence for uses such as drinking, food preparation, bathing, washing clothes and dishes, flushing toilets, and watering landscape including personal vegetable or fruit tree gardens. Residential service excepts service to any water agency, any business or industrial facility, any other facility, or agricultural service through which service to a residence or residences may be obtained.
- 2.2.13. Single-Family Residential Service: See Residential Service.
- 2.2.14. Temporary Service: Limited duration water service from a District fire hydrant or other temporary point of access. For this purpose, temporary service shall be determined by the District and is any anticipated or actual use with a duration of a maximum of one year, whether continuous or intermittent.

3 ARRANGEMENTS FOR REGULAR WATER SERVICE

3.1. ACCOUNT HOLDERS

Account holders shall be the property owner; or with the property owner’s permission, account holders may be the manager, operator, or renter of the property. Permission for the manager, operator or renter to apply for water service must be via execution of the District’s “Owner Authorization Agreement for Water Service by Tenant” form.

3.2. APPLICATION FOR EXISTING SERVICE

A new customer requesting service through an existing service connection and meter shall complete an application in writing on a form provided by Casitas. All applications for water service shall be accompanied by an application processing fee as provided in Appendix B: Schedule of Other Fees and Charges and a deposit as provided in Subsection 3.7: Deposit and Establishment of Credit.

In cases of Vacant Service, the applicant will be responsible for retroactive payment of all unpaid Standby Charges or shall be treated as a new service and subject to the Capital Facilities Charge.

If a signed application for water service is not received by the District within 60 days of change of account, the service will be subject to shut off.

Anyone using water without having made application to the District for water service shall be held liable for the service from the date of any previous meter reading that most nearly coincides with the actual date the service was first used, and may be subject to penalties associated with unlawful taking of water (Subsection 14.1: Unlawful Taking of Water).

3.3. APPLICATION FOR NEW OR EXPANDED SERVICE

When no service line and/or meter exists to serve a parcel, or if there is a development project or expanded use through an existing service, the customer must contact the Engineering Manager to discuss provisions for new or expanded service. Meter size and/or capacity of service, allocations, and applications for new service shall be approved by the Engineering Manager, Operations and Maintenance Manager, and General Manager or their designee.

All applications for water service shall be accompanied by an application processing fee as provided in Appendix B: Schedule of Other Fees and Charges and a deposit as provided in Subsection 3.7: Deposit and Establishment of Credit.

New service applicants must comply with provisions of Section 5: Water Service Facilities regarding installation and fees for new water facilities and, if applicable, fees for abandonment of existing service.

New service applicants must pay the Capital Facilities Charge for sufficient water allocation subject to the provisions of the Water Efficiency and Allocation Program. Refer to Section 6: Capital Facilities Charge and Allocations.

For any changes in water allocation, a new Water Service Agreement will be required and the applicant must pay a fee as provided in Appendix B: Schedule of Other Fees and Charges.

A-The Water Service Agreement will be prepared by Casitas for the property owner’s execution; the Water Service Agreement must be notarized. The owner must provide a legal description and plat map prepared by a surveyor licensed in California of the parcel as an exhibit for the Water Service Agreement. Upon notarized

signature by the General Manager, Casitas will send the Water Service Agreement for recordation at the County of Ventura Recorder's office.

3.4. PRIOR APPROVAL OF LAND USE AGENCY

There are three land use authorities within Casitas' boundaries. The City of Ojai, the City of San Buenaventura, and the County of Ventura are responsible for the planning and approving of land use projects in their respective jurisdictions. Applicants for new or additional water service related to projects requiring land use approval by the appropriate agency must receive such approval prior to receiving any water service from Casitas.

3.5. CLASS 6 LANDS

Class 6 lands were identified by the Bureau of Reclamation as lands not suitable for irrigation, and thus not eligible to receive water being generated from a federal project. The Ventura River Project, including Casitas Dam and associated water delivery systems, is a federal project. The Bureau of Reclamation has identified Class 6 lands on maps available for public viewing at Casitas. Applicants requesting water service to Class 6 lands shall receive no new or additional water supplies or allocation.

3.6. TERM OF SERVICE

Water service pursuant to an approved application shall be provided until the service is terminated by the customer or the District pursuant to Section 4: Termination, Discontinuance and Restoration of Water Service. Restoration of a terminated service shall be treated as an application for new water service and charged applicable fees.

3.7. DEPOSIT AND ESTABLISHMENT OF CREDIT

All customers are required to furnish a deposit to guarantee payment of the customer's obligations to Casitas until good credit is established to the satisfaction of Casitas. If the customer is a water agency, credit will be deemed established and deposit waived. If a currently active customer is opening an account, the deposit will be waived if the customer has established and maintained good credit to the satisfaction of Casitas. A customer's credit is considered established and maintained to the satisfaction of Casitas if the service has not received a delinquency charge, a shutoff notice, or a shutoff for the most recent two-year period. When a customer has established and maintained credit to the satisfaction of Casitas, the customer's deposit, without interest, will be refunded by crediting the account. If the deposit is applied to a closing bill and the balance is less than \$1.00, a deposit refund will be made by request only. Deposits shall be in accordance with the schedule in Appendix B: Schedule of Other Fees and Charges.

3.8. OUTSTANDING OBLIGATIONS

Payment in full of any outstanding obligations owed by a customer in connection with Casitas water service at a previous location shall be prerequisite to initiation of service to a customer at a new location.

3.9. RENTERS

All charges for water are the responsibility of the property owner, although accounts may be billed to tenants as a convenience to the owner upon filing necessary forms with the District. If the owner, manager, or operator of a residential property is the customer of record, and the account is delinquent, and the Residential service is subject to shutoff due to nonpayment (refer to Subsection 19.3: Delinquency), the occupant (also referred to as tenant or renter) of the serviced property has the right to appeal and become a customer, to whom the service will then be billed. The occupant will not be charged the delinquent amount provided the occupant verifies the delinquent account customer of record is or was the landlord, manager, or agent of the residential dwelling.

Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code. Any remaining delinquent amount from the previous customer account of record held by the owner, manager, or operator of the residential property is subject to the terms under Subsection 19.5: Remedies for Non-payment.

If the renter closes their account, the account reverts back into the property owner's name and the property owner is responsible for all services and related charges, fees, and penalties that remain uncollected from the tenant, and all services and related charges, fees, and penalties that are incurred after the time from which the renter closed their account. The service will not be discontinued unless the property owner makes a request in accordance with Section 4: Termination, Discontinuance and Restoration of Service.

4 TERMINATION, DISCONTINUANCE AND RESTORATION OF SERVICE

4.1. CLOSING ACCOUNTS

An account will be closed upon request of the customer, upon change of account, or upon discontinuance of service for nonpayment of a delinquent bill. An account may be closed without shutting off or removing the meter. Conditions for water shutoff and meter removal are described herein.

4.2. SHUTOFF FOR TEMPORARY PERIOD OF NON-USE

For the convenience of all residential services 1-inch and smaller, the service may be turned off at the request of the property owner for a temporary period of non-use. Standby charges comprised of all fixed monthly charges on the water bill that do not vary with water use are still owed in order for service to be turned back on. The meter will remain in place and the allocation will remain with the property.

Water service will be turned off and the meter will be locked on the date requested by the property owner, provided 72 hours' advance notice, excluding Saturdays, Sundays and holidays, is furnished to Casitas. The property owner shall be held responsible for all water use at their premises until the date of turnoff, including any charges that are not collected from renters prior to closing their accounts.

4.3. VACANT SERVICE

When a Vacant Service has no consumption for at least sixty (60) days, the District shall contact the owner by phone or email on file with the District. If no response is received, the District will contact the owner of record at the address on file with Ventura County tax roll through certified mail with return receipt requested. The District will request information on whether the owner wishes to continue the service by paying the standby charges or if the owner wishes to remove the meter as in Subsection 4.5: Termination of Service and Meter Removal. If the owner does not respond within an additional sixty (60) days, the General Manager reserves the right to discontinue the service, have the meter removed, and terminate the allocation.

4.4. STANDBY CHARGES

Standby charges are any fixed charges on the water bill that do not vary with water use and are paid in order to maintain the ability to utilize water through an existing service. Customers and/or property owners with an installed meter service, whether the meter is on or off, are required to pay monthly fixed charges on the water bill that do not vary based on the amount of water used, including but not limited to the monthly service charge (refer to Subsection 17.3: Water Rates). If the monthly fixed charges on the water bill are not paid, the customer will be notified. If the customer address is different than the property owner on record at the Ventura County tax rolls, the District will also contact the property owner address on the Ventura County tax rolls. Failure to pay the fixed monthly charges within 60 days could result in removal of the meter and termination of the allocation. If the meter is removed for non-payment, or at the request of the property owner, payment of a reinstallation fee and Capital Facilities Charge will be required prior to reinstalling the meter.

4.5. TERMINATION OF SERVICE AND METER REMOVAL

Water service will be turned off and the meter will be removed on the date requested by the property owner, provided 72 hours' advance notice, excluding Saturdays, Sundays and holidays, is furnished to Casitas in writing. Property owners requesting their meter be removed shall sign a statement indicating they wish to terminate water service and remove the water meter and acknowledging they are giving up their allocation. In the case where a meter is removed due to a lot merger, the allocation may be retained on the meter servicing the merged lot. If a water service agreement with a specified allocation was previously on record with the Ventura County Recorder's Office, the District will provide a new document that must have the property owner's notarized

signature to be recorded with the property stating the water service and allocation has been terminated or included in a lot merger. The property owner shall be held responsible for all service rendered to their premises until the date of meter removal. The property owner shall provide a legal description and plat map of the new lot, prepared by a surveyor licensed in California.

4.6. DEDUCTIONS

If service is discontinued for any reason, deductions may be made from customer's guarantee deposit to cover any unpaid bill due at time service was shut off, in which case service shall not be resumed until the deposit is restored to the original amount.

4.7. FORECLOSURE

In those instances where service is discontinued due to a foreclosure, the allocation shall remain with the property and the meter shall not be removed. The account will be placed in the mortgage holder's name, and the mortgage holder will be responsible for any unpaid balances for all services and related charges, fees, and penalties that were uncollected from the previous accountholder, and all services and related charges, fees, and penalties that are incurred after the time from which the account is placed in the mortgage holder's name. Any unpaid charges may go to collections. The new owner purchasing the property from the mortgage holder is not responsible for previous charges incurred or owed prior to date of purchase of the property.

4.7.1. APPLICATION FOR SERVICE BY A REALTOR OR AGENT

Criteria for transferring water service(s) out of previous owner, on foreclosed (Financial Institution Owned) property ONLY, into Realtor or Agent name:

- A. Written Authorization: Realtor or Agent must provide to Casitas written authorization from Financial Institution owning property (Asset Management Department or Mortgage Holder) naming the Realtor or Agent stating property service address and effective date, assigning them as responsible party.
- B. Application for service must be filled out with responsible party's signature and submitted with all deposits, charges and fees prior to turning service on (see Appendix B: "Schedule of Other Fees and Charges" for Deposit, Disconnection, and Reconnection Fees).

As the customer, the Realtor or Agent is responsible for payment of all water rates and charges billed to the account while the service is in their name, including all charges related to the amount of water delivered through the meter.

4.8. RESTORATION OF SERVICE

4.8.1. EXISTING METER

If the meter has remained in place during period of requested service discontinuance, restoration of a service shall require the payment of a Reconnection Fee (per Appendix B: Schedule of Other Fees and Charges) and the lesser of 1) standby cost of all monthly fixed charges, including service charges and other fees that do not vary with water use, as set forth in Subsection 17.3: Water Rates and Appendix A: Monthly Water Rates and Service Charges, for the period from the date of discontinuance of service to the date of restoration, or 2) costs associated with a new meter.

4.8.2. NEW METER

If the meter was removed and service terminated, restoration of a service shall require the payment of all application fees, Capital Facility Charges, and installation and connection charges as set forth for a new meter installation.

4.8.3. RESTORATION OF SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

Provisions for restoring water service following shutoff due to non-payment and delinquency are provided in Section 19: Billing and Payment.

5 WATER SERVICE FACILITIES

Water service facilities include adequately sized lateral pipelines, water service fire protection laterals, meters, and public fire hydrants that are part of Casitas' water distribution system. Water service to each customer is provided from Casitas' water distribution system through a service lateral and meter. The water service facility installation to each customer should consider the customer's water demand maximum flow rates, classification of service, water system pressures and capacities, location of facilities within either a right-of-way or Casitas easement, and protection of Casitas' water quality and supply.

No new service connection shall be made to the District's water distribution system unless there is a District water main in a street or right-of-way satisfactory to the District opposite the proposed location of the applicant's meter, and the main shall have a capacity and pressure adequate to provide safe and reliable water service as solely and conclusively determined by the District. In determining the adequacy of existing facilities, the District may take into consideration any fact or circumstance it considers relevant, including without limitation the water requirements of the land to be served by the new connection, the flows required for fire protection, and whether such use of water will substantially impair service to the District's existing customers. If the District determines its existing facilities are not adequate to serve a new connection, the new service shall not be connected to the system unless and until such extensions of or additions to the District's facilities as the District shall consider necessary are constructed. The location, capacity, and design of such extensions or additions shall be determined solely and conclusively by the District, taking into consideration such factors as anticipated future land uses and water requirements, the desirability of looping water mains to increase reliability of service, flows needed for fire protection, and the District's long-range plans for capital improvements of the system.

5.1. METER LOCATIONS

With the exception of water agencies, regular water service to each property ownership shall be through a separate water meter. Provided, that for community developments and at the sole discretion of Casitas, application for service to such properties through a single master meter may be made providing that a formal recordable agreement is developed and executed between Casitas and the applicants for service.

The location of meters shall be governed by the following:

- A. The service line from the meter to the District's water main shall normally be straight and perpendicular to the main.
- B. The meter shall be installed along the principal boundary of the parcel of land to be served that abuts a street or right-of-way satisfactory to the District and shall be near the limit line of the abutting street or right-of-way.
- C. The meter shall be located in the public right-of-way or existing easements at Casitas' sole discretion.
- D. Whenever possible, the meter shall be installed outside of driveways, sidewalks, or areas used by heavy equipment.
- E. Subject to the foregoing, the service property owner may determine the point along the abutting boundary of the property where the meter shall be installed, subject to approval of the District. The District shall take into consideration the physical circumstances and the efficient installation and maintenance of District facilities and customer service lines.

5.1.1 REMOTE METERS

A District meter will be set near the limit line of a street or right-of-way in which a District main exists, or where a new main will be installed for service to a lot that does not abut the street or right-of-way if all of the following conditions are met:

- A. The customer's service line from the mainline to the meter is entirely within a recorded permanent easement for roadway purposes.
- B. The area including and entirely surrounding the lot and the area susceptible to service by the roadway to the lot cannot be developed with more than two premises with remote meters.
- C. There is no reasonable probability that a public thoroughfare to the lot will be dedicated, improved, and accepted for maintenance by a public agency.

5.2. PRESSURE CONDITIONS

Applicants for water service connections are required to accept pressure conditions as provided by the distribution system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low-pressure or high-pressure conditions or interruptions in service.

If needed due to low operating pressure conditions, the customer shall install a pump and low suction cut off switch on the customer's side of the meter which shall be maintained by the applicant at no cost to the District.

A pressure regulator on the District side of the meter, maintained by the customer, may be a condition of receiving water service from a high-pressure water main. Casitas maintains ownership of the meter; the customer is required to maintain the pressure regulator at the customer's expense. Casitas shall not be liable for any damages to customer plumbing and/or equipment resulting from the failure of customer-installed pressure regulators.

5.3. SPECIAL FACILITIES AND EXTENSION OF WATER MAINS

Special facilities may be required at Casitas' sole discretion provided the additional facilities will not impair Casitas' existing system, in Casitas' opinion. Where the conditions of service require special facilities, as determined by Casitas, the customer shall be responsible for the actual cost of furnishing, installing and inspecting such special facilities. Such special facilities may include, but are not limited to, turnouts, heavy duty pipeline, fittings, and regulators required when pipeline pressures exceed 150 pounds per square inch; excess pipeline, trenching, installation of casing, and paving, when required, when the length of service pipeline required is in excess of 60 feet; or the conditions of the service require the crossing of a State highway; or other special equipment including pumps or reservoirs that are not normally required in the installation of individual service connections.

Depending on the scope of the project, Casitas will require the customer to hire a Civil Engineer licensed in California and experienced with such work to prepare plans for the required facilities in accordance with District standards. All plans and specifications must be approved by Casitas prior to installation.

Whenever extension of the water system is required because the lands to be served do not lie along a pipeline of adequate capacity or proper pressure, or special facilities for water service are required, the District will decide if the works will be installed by the District or a District-approved contractor. Encroachment permits for installations by a District-approved contractor are the responsibility of the customer.

5.3.1. BACKFLOW PREVENTION DEVICES

The customer may be required to furnish, install and provide an annual certification for a backflow prevention device at their sole expense in compliance with the requirements as set forth in Section 13: Cross-Connection Control and Backflow Prevention; California Code of Regulations (CCR) Title 17, Section 7604; or the California Plumbing Code.

5.4. RELOCATION OF EXISTING SERVICE FACILITIES

When a change in the location of existing service facilities is deemed necessary by Casitas, such change in location shall be accomplished at Casitas' expense.

When the relocation of existing service facilities is required, as determined by Casitas, as a result of action taken by the customer or when such relocation is requested by a customer for their convenience, and upon approval by the General Manager, such relocation shall be accomplished at the customer's expense following provisions in Subsection 5.5: Connection and Installation Fees.

5.5. CONNECTION AND INSTALLATION FEES

The fees paid by the customer for all new water service installations, including increases or reductions in the size of a meter and service, shall be based on actual costs incurred by Casitas including, but not limited to, engineering, plan check and inspection services; construction contracts; permits; legal services; installation; abandonment of existing services; materials; operation and maintenance shutdown costs; meter costs; overhead costs; and other related work occasioned by such installation. Appendix B: Schedule of Fees and Other Charges shows the fees and deposits required.

5.5.1. INSTALLATION BY CASITAS:

The facilities may be installed by Casitas with the cost associated with service to the applicant's property paid by the applicant.

Payment of the fees for Casitas' installed services will be based on estimated costs. The fees or estimated fees shall be paid in full at the time application is made for water service. An adjustment of the estimated costs to actual costs shall be made when the service installation is completed and the difference will be owed by or refunded to the applicant after installation is completed.

5.5.2. INSTALLATION BY CUSTOMER:

Casitas reserves the right to perform water service installations, and all meters will be installed by Casitas. When Casitas approves water service installations by the customer, the customer desires to have must hire their own Casitas-approved contractor rather than Casitas' contractor to install the facilities, except for the meter itself. F, the facilities may be installed and financed by the customer are subject to the following conditions:

- Facilities are installed in accordance with plans and specifications previously approved by Casitas.
- Prior to proceeding with the work, the customer must enter into a binding Customer Hires Contractor written agreement with Casitas in which the customer takes responsibility for workmanship for a one-year period after installation.
- The contractor performing the work shall be licensed in California, experienced with such work, and be approved by Casitas.
- The installations are subject to inspection and approval by Casitas, and the customer must pay Casitas for inspection fees.
- Work that does not meet Casitas' standards shall not be accepted by Casitas. ~~Service shall be isolated and not permitted until the service complies with Casitas' standards.~~
- Contractors will provide to Casitas a Certificate of Insurance as defined by Casitas.
- Any repairs by Casitas within one ~~year~~ of acceptance will be paid by the property owner.

5.6. OWNERSHIP OF SERVICE FACILITIES

Unless specified otherwise as a condition of special facilities herein or by agreement with Casitas, ownership of service facilities shall be as described in the following subsections.

5.6.1. CASITAS-INSTALLED FACILITIES:

Casitas shall retain ownership of all Casitas-installed meters, appurtenances, and connection piping ahead of the meter. The valve on the outlet side of the meter, all piping (either above or below ground), pressure regulators, backflow prevention devices, and any special facilities beyond the meter are considered to be owned by the customer and their proper operation and maintenance are the responsibility of the customer.

5.6.2. CUSTOMER-INSTALLED FACILITIES:

By special agreement with Casitas, the customer may furnish and install all of the required service facilities between Casitas' pipeline and the outlet side of the meter, except the meter itself, in accordance with Casitas' Standard Specifications and Details at their sole expense. Such customer-installed facilities between Casitas' pipeline and the outlet side of the meter normally shall become the property of Casitas and shall thereafter be maintained by Casitas.

In cases where meters were provided by a water agency customer of Casitas in connection with related features of its water system and it is deemed impracticable for Casitas to maintain the meter, then the customer shall retain ownership of such meter and shall maintain it in proper working condition. Casitas shall have the right to require the customer to test such meters for accuracy at reasonable intervals and shall have access to such meters for inspection, testing and meter reading purposes.

6 CAPITAL FACILITIES CHARGE AND ALLOCATIONS

The Capital Facilities Charges (CFC) is provided in Appendix B: Schedule of Other Fees and Charges. Once paid, the CFC is not refundable.

6.1. NEW CUSTOMERS SUBJECT TO CFC

New customers are parcels which do not have an existing service or have not received legal water service from an existing meter of Casitas or do not fall into the categories below. New customers are subject to CFC. The new customer shall specify on the application the proposed type and size of service. Upon review, Casitas will make the final determination of the appropriate customer class, required size of service and allocation consistent with other services in the District.

6.2. EXISTING CUSTOMERS SUBJECT TO CFC

Existing customers are those parcels which have a legal existing service or have received legal water service from an existing meter. This also includes customers with active accounts within other water systems that are acquired by Casitas (including Golden State Water Company's Ojai system) as of the date of final acquisition by Casitas Municipal Water District.

- 6.2.1. Existing customers who request enlargement of existing meters for a new or existing structure, new or existing agricultural plantings, or expansion of agricultural plantings or who request additional allocation are subject to the CFC. If the service line does not have sufficient capacity for an enlarged meter, an existing customer with existing service must enlarge the meter rather than add a new meter, except in cases where the purpose of an additional new meter is specifically for dedicated fire flow. If the existing service line has inadequate capacity, the customer must also abandon the existing service line and install a larger service line. Only a Casitas-approved contractor may hot-tap the existing water main and install a new service line.
- 6.2.2. Existing customers who have an adequately sized meter, in the opinion of Casitas based upon average usage and size in the Casitas service area, who wish to add allocation for new structure(s), change in business or land use, or new agricultural plantings shall be charged CFC.
- 6.2.3. For new accessory dwelling units added to any land with an existing residential service from Casitas, no Capital Facilities Charge shall be assessed except under the following circumstances:
 - the ADU is to be constructed with a new single-family dwelling;
 - the ADU development requires increased service or meter capacity; or
 - the customer requests an increase in the allocation subject to standard policies for essential and non-essential allocation amounts within the Water Efficiency and Allocation Program.

6.3. DIVIDING SERVICE

Dividing services is where the customer divides one parcel into two or more legal parcels anticipated to be under separate ownership, or has several contiguous parcels legally connected to one meter under an existing agreement with Casitas and proposes to place these parcels under different ownership and the parcels do not fall into one of the categories below, unless referred here from that former category. The customer may divide the service in any way the customer wants amongst the divided parcels provided:

- 6.3.1. The customer divides the services and allocation prior to selling the property and prior to the issuance of a will-serve letter for a parcel split.
- 6.3.2. The total allocation does not change. The combined allocation of the divided parcels does not exceed the allocation of the original whole parcel. If the divided parcels require additional water allocation and said allocation is available from Casitas, the fees for the determined allocation shall be based on

the acre-feet of additional allocation required times the rate for the capital facilities charge, as defined in Section 6: Capital Facilities Charge and Allocations.

- 6.3.3. The combined maximum flow rate of the meters to serve the divided parcels does not exceed the maximum flow rate of the single meter that served the original whole parcel. If the original meter was already a small size, and the size of the divided meters cannot be sized smaller to maintain the same or less maximum flow rate, the customer may be subject to the CFC upon Casitas' assessment of proposed water use and flow rates.
- 6.3.4. Each parcel must have an adequately sized meter and allocation to deal with existing houses and agriculture on the resulting parcel as determined by Casitas' assessment.
- 6.3.5. If additional allocation and/or maximum flow rate is required beyond that which exists, the parcel will be treated as an existing customer requiring a new meter or larger meter. The minimum charge for additional meter maximum flow rate shall be the difference between the maximum flow rate of the original single meter and the combined maximum flow rates of the resultant meters, resulting in the change of flow rate on the system, 0.47 times the CFC for each 40 gallons per minute of resultant change in flow rate, or the requested allocation, whichever is larger. The existing meter must be reduced if either water allocation or flow capacity is redistributed to divided parcels. There is no refund to the customer for the sum flow capacity of the divided meters being less than the original meter flow capacity. The following table shall be used for this calculation:

Meter Size (inches)	Maximum Flow Rate (Gallons per Minute)
5/8	20
3/4	30
1	50
1-1/2	120
2	160
3	320
4	1,000
6	2,000
8	3,500

- 6.3.6. DIVIDING SERVICES WITH SIZING BASED UPON FIRE FLOW:
 Domestic and fire services combined into one service shall be divided as follows:

If a service to be divided was increased in size in the past for inclusion of fire flow, the increased sized meter area for the fire service shall be excluded in the dividing of services. The parcel identified with the fire flow shall be provided with allocation and area of meter based upon full build out of the parcel based upon the average allocation and service size within Casitas. Any remaining allocation and area of meter except that for the fire service shall be divided as described under Subsection 6.3: Dividing Service.

- 6.3.7. DIVIDING SERVICES WITH SIZING BASED UPON LOW PRESSURE:
 It is the policy of Casitas that low pressure situations will be solved by the customer's booster pumping at the customer's own expense. A service that was previously increased in size for low pressure can be divided subject to paying the CFC for providing an adequate allocation and service size as determined by Casitas' assessment.

6.4. INCREASING SIZE OF SERVICES FOR FIRE FLOW

Casitas will allow an increase of a service size for fire flow and the customer will be responsible for the cost of the service facility charge to install a meter/service upgrade and the removal of the undersized meter/service.

No increase in allocation will be provided for fire flows. The customer shall pay the monthly service charge for the increased meter size.

6.5. DECREASING SIZING TO A SMALLER METER

A property owner can downsize the meter size at the cost of installing a smaller meter (refer to Subsection 5.5: Connection and Installation Fees) only if, in the opinion of Casitas, the smaller meter can pass adequate flow without damage to the meter. ~~It is the responsibility of the property owner requesting the size reduction to verify the requested meter size will provide sufficient flow and pressure to comply with California Plumbing Code and National Fire Protection Association requirements and meet the needs of the occupants of the property.~~

Casitas can install an orifice plate if deemed necessary to protect the meter, and the customer can verify a lower water demand capacity required by the private system. ~~Casitas also reserves the right to change the meter size if it is later determined that the meter flow rate or pressure is operating beyond the originally approved conditions and/or outside the manufacturer's recommended range; the property owner will be responsible for Casitas' costs incurred costs described Section 6.6.~~

~~The water allocation for the smaller meter property may be reduced as deemed appropriate by Casitas' assessment and the property owner will be required to sign a statement indicating they acknowledge that they are such relinquishing relinquishment of allocation. There shall be no refund of larger meter size capacity fees upon reduction in meter size.~~

~~An Application for Reduction in Water Meter Size and supporting documentation shall be submitted by the property owner and the Application Processing Fee in Appendix B: Schedule of Fees and Other Charges shall apply. In the event an application review requires significant staff time by Casitas, a Meter Reduction Application Deposit may be required to which staff time will be charged. Unused deposit fees will be refunded and the applicant must pay any overage. The fees will not be refunded in the event the application is denied.~~

6.6. INCREASING SIZING AFTER OBTAINING A SMALLER METER

If, after previously decreasing sizing to a smaller meter, ~~a property owner wants to~~ there is a return to the original size meter or a meter no larger than the original size, the customer shall pay the lesser of the charge based on 0.47 times the CFC for each 40 gallons per minute of resultant change in flow rate or the sum of the original service charges avoided since the reduction in size. Meters that were divided per subsections within Section 6: Capital Facilities Charge and Allocations shall require payment of the full CFC for the additional capacity of the meter added to the system by the meter flow rate increase proposed. The customer shall also follow installation requirements and pay fees necessary to cause the physical increase in the meter and service size (refer to Subsection 5.5: Connection and Installation Fees).

6.7. PERMANENT CONVERSION OF AGRICULTURE TO OTHER USE

A conversion occurs when there is a change from agricultural use to a housing tract (subject to approval from appropriate land use agency) with less than 2.5 acres per parcel and the parcel no longer meets the minimum agricultural acreage replacement. Allocation for agricultural land is allocated to the entire agricultural community. New housing tracts must purchase a housing allocation at the CFCs for each new house.

6.8. TRANSFERS OF ALLOCATIONS

Water allocations are assigned to properties or water purveyors. No transfers are permitted from one property or water purveyor to another. If the property is divided, allocations may be divided proportionately through agreement with Casitas at the time the property is divided. Failure to divide the allocation at the time of dividing the property shall result in all the water being assigned to the property with the meters. Water allocations shall

not be sold, bartered, traded, or transported to another property or customer. All private agreements regarding such transfers are void.

7 CHARGES FOR INTERACTING WITH THE BUREAU OF RECLAMATION ON REQUESTS FROM OTHERS

Upon request from private parties or agencies other than the Bureau of Reclamation for Casitas to review any action which the Bureau of Reclamation needs to approve, Casitas shall charge the actual cost of that review and any charges that the Bureau of Reclamation shall charge for that review to the private party or agency other than the Bureau of Reclamation. Casitas shall make an estimate of the cost for that review and the private party or other agency shall make payment prior to the review. Any extra costs shall result in Casitas updating the cost and the private party or other agency shall pay the additional estimate prior to Casitas' submittal of the document(s) to Reclamation for approval. The actual cost shall include direct labor and equipment plus a cost for overhead.

8 WILL-SERVE LETTERS

For the purpose of this policy, will-serve letters shall be only those letters which are valid promises to provide water without conditions. Without conditions means will-serve letters include all of the following requirements:

- Will-serve letters say “Will Serve” only, and not otherwise be stated as a conditional water availability letter or be responses to information requests, or the like.
- Will-serve letters have no conditions other than following the general rules of the agency and requirements for water conservation devices.
- All fees have been paid.
- All agreements are complete.
- It is a final commitment to serve.
- The will-serve letter has an expiration date of one year from the date issued.

Without the above, they are not will-serve letters.

Upon request by the owner, or designee, of any parcel of land within the boundaries of Casitas and provided the resolution of all water service and fire protection requirements are met in a manner satisfactory to Casitas and in compliance with State and local regulations, standards, and requirements, Casitas may issue letters with or without additional terms, conditions or restrictions. [The fee for providing a Will Serve Letter is provided in Appendix B: Schedule of Fees and Other Charges.](#)

8.1. PARCEL REQUIREMENTS FOR WATER SERVICE

Letters will not be issued for any parcel which is located within the service area of another water purveyor unless the water purveyor has granted written permission to Casitas to serve the parcel. Casitas may require other governmental agency approvals such as the Local Agency Formation Commission prior to service.

8.1.1 SINGLE PARCELS

Single parcels are defined as those parcels which are zoned so that further splits cannot be made. Water service will be provided in accordance with one of the following alternates as determined by Casitas:

- 8.1.1.1. **INSTALL METERS ONLY:** Install a metering facility to serve the single parcel. The metering facility will be installed within the public right-of-way or easement at a location acceptable to Casitas and determined at Casitas’ sole discretion. This alternate assumes the Ventura County Fire Department and/or Casitas are completely satisfied adequate fire protection can be afforded to the single parcel from Casitas' existing distribution facilities.
- 8.1.1.2. **INSTALL DISTRIBUTION FACILITIES:** Install the distribution facilities necessary to provide adequate fire protection and to serve the single parcel through a metering facility. This alternate assumes the Ventura County Fire Department and/or Casitas require distribution facilities be installed in order to provide domestic and fire protection service to the single parcel in accordance with the Casitas’ Standard Specifications and Details.

Such facilities shall be limited where, in the opinion of the Casitas General Manager, the water quality of the service could affect the health of customers.

8.1.2 INSTALL MASTER METER FOR ASSOCIATION

A master metering facility may be installed to serve said single parcel for which the owners thereof have joined together and formed an association as described in Subsection 2.1: [General Definitions](#). The association must

enter into a Water Service Agreement with Casitas for the purpose of installing said distribution and fire protection facilities.

8.1.3 FIVE OR FEWER MULTIPLE PARCELS:

Multiple parcels are defined as those parcels which are being subdivided into five (5) or fewer lots from a single parcel. Water service will be provided in accordance with one of the following alternates as determined by Casitas:

- 8.1.3.1 SEPARATE METER INSTALLATION: Install a separate metering facility to serve each of the multiple parcels. These metering facilities will be installed within Casitas' right-of-way at a location acceptable to Casitas. This alternate assumes the Ventura County Fire Protection District and/or Casitas are completely satisfied adequate fire protection can be afforded to each of the multiple parcels from Casitas' existing distribution facilities.
- 8.1.3.2 INSTALL DISTRIBUTION FACILITIES: Install the distribution facilities necessary to provide adequate fire protection and to install separate metering facilities to serve each of the multiple parcels from the new distribution facilities. This alternate assumes that the Ventura County Fire Protection District and/or Casitas require distribution facilities be installed in order to provide domestic service and fire protection to each of the parcels in accordance with the Ventura County Waterworks standards, as amended from time to time.
- 8.1.3.3 REIMBURSABLE AGREEMENT: All of the owners of the multiple parcels are required to enter into an agreement with Casitas for the installation of the distribution facilities described above. Installation procedures and fees shall be in accordance with Subsection 5.5: Connection and Installation Fees.

8.1.4 SUBDIVISION – FIVE OR MORE PARCELS:

A Will Serve Letter may be issued for any parcel which is being subdivided in accordance with the Subdivision Map Act and for which the County of Ventura requires the developer to construct the necessary water distribution and fire protection facilities as a condition for approval of the subdivision. Such letter will request that approval of the subdivision not be granted until after an agreement between the developer and Casitas has been fully executed and notice thereof has been forwarded to the County.

8.1.5 ACCESSORY DWELLING UNITS

District rules and regulations shall comply with California and local requirements regarding Accessory Dwelling Units (ADU). The District will rely on permitting and certificates of occupancy available from local land use agencies to establish qualification for ADU status.

ADUs constructed on single-family residential parcels, either within an existing building envelope or in a new permitted structure, will not be independently metered by the District.

All ADU developments are required to meet District and local agency requirements for hydraulic capacity of service, including service line capacity, water meter capacity and, if applicable, fire sprinkler capacity. In the event that an ADU development requires increased service or meter capacity, costs associated with increased service will be applied.

8.2. DESIGN STANDARDS RELATED TO WATER USE EFFICIENCY

The District encourages the installation of water-conserving landscaping as well as water-saving devices in plumbing and water-using appliances. The following minimum requirements may be considered as a condition of approval:

- California Code of Regulations Model Water Efficient Landscape Ordinance
- California Plumbing and Green Building Code Water Efficiency Requirements
- More stringent water use efficiency measures imposed by Casitas

All landscape plans shall be prepared and stamped by a landscape designer or architect licensed in the State of California. The efficient use of water is mandated in the design of any new landscape area.

Additional conditions may apply during water shortage conditions when the District is implementing its Water Efficiency and Allocation Program.

9 PUBLIC AND PRIVATE FIRE SERVICE

9.1. PUBLIC FIRE SERVICE

The District will provide water service for fire hydrants and other facilities used exclusively for fire protection at pressure and rates of flow as may be available at such time as a result of the operation of the District's storage, transmission, and distribution facilities. All connections are required to meet current District standards. The District does not warrant or guarantee any pressure or range of pressures or rates of flow. The District shall not be liable for any damage in any manner arising out of the non-availability of water or water pressure at any hydrant or facility used for fire protection.

9.1.1. PUBLIC FIRE HYDRANTS

Public fire hydrants will be installed and connected to the District's mains when requested by the public fire protection entity having jurisdiction or when required as a condition of a building permit or subdivision. When a hydrant is installed on an existing main at the request of the public fire protection entity, the work will be performed by a District-approved contractor or the District's forces and the entity will pay all costs associated with either option. When a hydrant is installed as a condition of a building permit or subdivision, the District's cost of design, materials and installation of the connection to the District's main, fire hydrant assembly, and all facilities and appurtenances thereto shall be paid by the holder of the building permit or the developer of the subdivision. Alternatively, with the approval of the District, the developer may use their own design engineer and a Casitas-approved contractor and must place a plan check and construction inspection deposit with the District prior to commencement of the project.

9.1.2. OWNERSHIP AND RELOCATION OF DISTRICT FIRE HYDRANTS

The District owns, repairs, inspects and maintains fire hydrants and bury units.

When a fire hydrant has been installed in the location specified by a proper authority, the District has fulfilled its obligation. If a property owner or other party requests a change in the size, type or location of the hydrant, the requestor shall bear all costs of such changes without refund, and such changes will be subject to current District standards and completed only upon approval by the proper authority and the District.

9.1.3. USE OF FIRE PROTECTION FACILITIES

Water shall not be used from fire protection facilities for other than fire suppression purposes without application for temporary service having been made to Casitas and Casitas having approved such application. Without an approved application for temporary service, any water used for purposes other than fire suppression from fire protection facilities shall be considered unlawful taking of water.

9.2. PRIVATE FIRE SERVICE

All private fire service shall be designed based on Casitas' Standard Details and Specifications.

Casitas may grant applications for private fire service for sprinkler service or private fire hydrants for fire protection services on a single parcel. A detector-double-check-type assembly with tattle-tale-type meter is required on all private fire service connections. The customer's installation must be such as to effectively separate the fire system from that of the regular water service system. Customer shall provide separate piping for fire protection from that of other water uses, including, but not limited to, separate metering facility for other water uses, piping and backflow prevention, as required. The customer is required to install, test and maintain the appropriate backflow prevention device in accordance with the provisions set forth in Section 13: Cross-Connection Control and Backflow Prevention, herein. The required meter installation may be installed by the

customer using a District-approved contractor in accordance with plans previously approved by Casitas or may be constructed by Casitas at the customer's expense. Any usage will require an explanation. The District reserves the right to disconnect a privately-owned fire protection system or to require a metered service to be installed in lieu thereof in the event water is taken through the fire service for any use other than fire protection.

Casitas' responsibility stops at the riser of the detector check. The customer is responsible for constructing and maintaining private fire lateral and appurtenances from the meter to said parcel in accordance with current fire protection standards. The customer shall pay for all costs associated with the installation and maintenance of the fire service. The District reserves the right to require more stringent backflow protection if it deems necessary and may require existing private facilities that do not meet current standards to be upgraded at the owner's expense.

The District must approve the placement of private fire hydrants and mains to eliminate parallel private hydrants and mains being placed in close proximity to District mains and fire hydrants. The fire authority responsible for approval of fire protection related requirements shall determine fire protection requirements. The District shall solely and conclusively approve the number, location, and alignment of each fire service and required backflow protection equipment. The location of the assembly shall be determined by the District. If the approved location is on private premises, the property owner shall provide an easement and the District maintains the right of access to inspect the assembly and perform repairs to the District-owned portion of the fire service in accordance with Section 11: Casitas Equipment on Customer Premises.

9.2.1. SERVICE CHARGE FOR PRIVATE FIRE PROTECTION FACILITIES

Water used for fire suppression from a fire protection facility shall be furnished without charge. The Service Charges for private fire service shall be in accordance with Appendix A: Monthly Water Rates and Service Charges.

9.2.2. CAPITAL FACILITIES CHARGE EXEMPTION FOR FIRE PROTECTION FACILITIES

New and existing service connections used solely for fire protection purposes shall be exempt from payment of the Capital Facilities Charge. No increase in allocation will be provided for fire flows. Service installed solely for fire protection service may not be modified in the future to provide other water service without payment of the Capital Facilities Charge.

9.3. FIRE FLOW TESTING AND VERIFICATION

9.3.1. FIRE FLOW TESTING

The Fire Hydrant Flow Test Request Form shall be submitted to the Engineering Manager, along with the fee for a Fire Hydrant Flow Test as shown in Appendix B: Schedule of Fees and Other Charges. The requestor shall coordinate the fire flow test with Casitas including scheduling and observation by a Casitas representative. At no time shall a fire flow test be performed without submission of the Request Form, payment of fees, and observation by Casitas representative. Any person operating Casitas valves or hydrants in violation of these requirements shall be subject to penalties as described in Section 14: Protection of Casitas Facilities and Water Supply and Appendix B: Schedule of Fees and Other Charges.

9.3.2. FIRE FLOW VERIFICATION

The Ventura County Fire Department (VCFD) may request fire flow verification on a VCFD form for a specific property related to a proposed development within Casitas' service area. The VCFD Fire Flow Verification fee for Casitas to complete VCFD's form is shown in Appendix B: Schedule of Fees and Other Charges. Such forms shall be submitted to the Engineering Manager and payment of fees is required before the form is completed and returned to the applicant.

10 TEMPORARY WATER SERVICE

Application for temporary water service shall be made in writing on a form provided by Casitas and submitted by the customer at least three (3) business days in advance of the requested installation date. Temporary service is intended primarily for construction purposes, although it may be approved for other uses such as sanitary sewer flushing purposes or short-term agricultural use. Provision of temporary water service shall not be considered mandatory but shall be made at the sole discretion of Casitas. Temporary service will not be provided in those instances where Casitas determines that a permanent service would be more appropriate. Such determination by Casitas will be based in part upon the ultimate classification of the service to the applicant. Temporary water service may be provided for a maximum period of one year unless otherwise approved by the General Manager. A written request for extending a temporary service in excess of one year is required prior to the expiration of the original twelve months. Casitas may remove such service at any time for any reason. Temporary irrigation service shall comply with all the applicable portions of Appendix B: Schedule of Other Fees and Charges, Section 14: Protection of Casitas Facilities and Water Supply, and Section 15: Water Supply and Interruption of Delivery.

10.1. INSTALLATION FEE

A meter installation fee as provided in Appendix B: Schedule of Other Fees and Charges shall be paid by the applicant at the time temporary water service is requested; provided, that where temporary water service is desired from an outlet other than a fire hydrant and/or special piping or other fittings are required for the connection, the installation and relocation fees shall be increased to cover the actual cost of installation. No charge shall be made to the applicant for the cost of the meter.

10.2. GUARANTEE DEPOSIT

The applicant shall be required to pay a deposit per the amount in Appendix B: Schedule of Other Fees and Charges as a guarantee of payment of charges for temporary water service. If the customer is a water agency, or if the customer has established good credit to the satisfaction of Casitas as stated in Subsection 3.7: Deposit and Establishment of Credit, the deposit may be waived by Casitas' General Manager or designee.

10.3. RELOCATION FEE

If a temporary water service customer requires relocation at multiple points in Casitas' system, a relocation fee per the amount in Appendix B: Schedule of Other Fees and Charges shall be paid by the customer for each such change of location, the cost of which shall be accrued or paid at the time of billing. Requests for relocations must be made at least three (3) business days in advance of the relocation, and all relocations are subject to approval by Casitas.

10.4. REIMBURSABLE CASITAS FACILITIES

Temporary water or temporary irrigation service shall not be provided to property that is liable for repayment to Casitas of costs associated with financing and construction of distribution facilities to serve said property.

10.5. WATER RATES FOR TEMPORARY SERVICE

Payment for all water use on the temporary meter is the customer's responsibility. The water rates and service charges for temporary service shall be in accordance with Appendix B: Schedule of Other Fees and Charges.

10.6. DISREGARD OF "RATES AND REGULATIONS FOR WATER SERVICE"

Willful disregard of these Rates and Regulations for Water Service or special arrangements made for temporary service shall result in immediate discontinuance of such service and forfeiture of the deposit.

11 CASITAS EQUIPMENT ON CUSTOMER PREMISES

11.1. RIGHT OF ACCESS AND EASEMENTS

Prior to installation of any water service, the applicant shall grant to the District, without cost to the District, any lands, easements, or rights-of-way determined by the District to be reasonably necessary to accomplish the installation, maintenance, repair, and replacement of District facilities.

By applying for or receiving water service from the District, the applicant, on behalf the owners, tenants and occupants of the land where the water is to be used, grants to the District, its employees and representatives, permission to enter said land for the purpose of installing, reading, inspecting, testing, operating, maintaining, repairing or replacing any meter, meter box, pipeline, valve or other District facility on said land that is reasonably necessary to provide water service to said land.

The owners and occupants of the land to which water service is provided shall have the duty to remove or cause to be removed any barriers or obstructions including but not limited to landscaping, structures, vehicles, fences, gates, locks, animals, or anything that obstructs or impairs said access. If after reasonable notice to the owner and/or occupant of the land the obstruction(s) is not removed, the District shall have the right in its discretion to remove it and to charge the costs thereby incurred onto the water bill of the customer or owner of the obstruction. These costs may include, but are not limited to, towing services, employee costs, equipment rental, tree removal, legal services and the like.

Failure to comply with this section shall be grounds for discontinuation of the service. Service may be discontinued until such time as the condition limiting access has been modified or removed and access is deemed safe and acceptable to the District.

The District shall have the right to remove any and all of its facilities installed on the customer's property at the termination of service.

11.1.1 PROPERTIES WITHOUT WATER SERVICE

In cases where District facilities are located on parcels without water service, an easement agreement shall be executed granting District employees and representatives permission to enter said land for the purpose of installing, inspecting, testing, operating, maintaining, repairing or replacing any District facility on said land. The owners and occupants of the land shall have the duty to remove or cause to be removed any barriers or obstructions that impair said access.

If after reasonable notice to the occupant of the land the obstruction is not removed, the District shall have the right in its discretion to remove it and to charge the costs thereby incurred. These costs may include, but are not limited to, towing services, employee costs, equipment rental, tree removal, legal services and the like. The District shall have the right to remove any and all of its facilities installed on the property.

11.2. RESPONSIBILITY OF PROPERTY OWNER

The property owner shall exercise care to prevent damage to or interference with the operation or servicing of Casitas equipment. The property owner shall be liable for any damage to Casitas owned meters, locks, or other equipment which is caused by the customer or their tenants, agents, employees, contractors, licensees, or permittee and must promptly reimburse Casitas on presentation of a bill for any such damage. Additionally, the property owner shall be liable for any interference with the operation or maintenance of Casitas facilities and equipment that is encountered by Casitas or its agents such as parked vehicles, temporary or permanent structures, etc. The bill for such damage or interference will be determined by Casitas based upon the extent of the damage or interference and the applicable charges will be added to the customer's account and the customer will be subject to turn-off procedures if the bill is not paid in a timely manner as described in Section 19.3: Delinquency.

12 RESPONSIBILITY FOR WATER RECEIVING EQUIPMENT AND HANDLING

12.1. RESPONSIBILITY OF CUSTOMER FOR WATER RECEIVING EQUIPMENT

The customer shall be responsible for connecting their facilities to Casitas' meter. The customer shall furnish and install at their own risk and expense that portion of the water system which begins at the outlet side of the meter. Such water receiving equipment shall remain the property of the customer and they shall be responsible for its maintenance and repair. Where a control valve has been installed on the customer side of the property, the customer shall use this valve only and shall not use the service curb stop to turn water on and off for their convenience. Casitas may, at its sole discretion, require the customer to install protective devices or adjust, replace, or discontinue using any water receiving or regulating equipment when surges or other potentially damaging effects to Casitas' water system are caused by the customer's operations or equipment. Casitas may require the customer to submit plans of this proposed water receiving equipment for approval by Casitas prior to the installation of its service connection facilities. Where reduced or increased pressure is desired by the customer, they shall be responsible for installing and maintaining the necessary pressure regulators, pumps and low suction cut off switch, and relief valves. In such cases, the equipment shall be installed on the customer's side of the meter and at their expense.

12.2. CASITAS NOT LIABLE FOR WATER RECEIVING EQUIPMENT

Casitas shall not be responsible for any loss or damage caused by the negligence, want of proper care, or wrongful act of the customer or any of their tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, using, operating, or interfering with any water receiving equipment. The District shall not be liable for any loss, damage, or inconvenience to any person by reason of any shortage, reduction, interruption, or discontinuance of water service or the increase or decrease of water pressure including transient pressure surges. Furthermore, Casitas shall not be responsible for damage caused by faucets, valves, and other equipment which may be open at any time that water is turned on at the meter.

12.3. RESPONSIBILITY FOR HANDLING OF WATER BEYOND THE POINT OF DELIVERY

The District is responsible for the handling and transmission of water up to the designated point of delivery of water to the water user. Each water user shall bear the risk of loss, and shall be responsible for the carriage, control, handling, storage, distribution and use of all water furnished by the District from and beyond the point of delivery. Each applicant for water service, customer of the District, and user of water furnished by the District shall hold the District harmless from any damage suffered by the District and shall indemnify the District from liability or claim of liability for property damage or personal injury, including death, resulting from the carriage, control, handling, storage, distribution or use of water after it passes the point of delivery. The point of delivery of water delivered by the District shall be the discharge side of the District's meter.

13 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

The purpose of this section is to prevent water from unapproved sources, or any other substance, from entering the District's treated water distribution system, in accordance with the regulations of the State of California relating to cross-connections (Title 17 California Code of Regulations, [CCR] Section 7583, et seq.). This chapter is intended to supplement, but not supersede, State statutes, codes, ordinances, and regulations relating to water supply and plumbing. Casitas reserves the right to require cross-connection protection in excess of those required in Title 17 CCR.

Where applicable, all cross-connection protection devices shall be designed based on Casitas' Standard Details and Specifications.

13.1. RESPONSIBILITY OF PROPERTY OWNER

In making plumbing connections, the property owner must comply with the regulations of the State Water Resources Control Board, as set forth in Title 17 of the California Code of Regulations and the United States Environmental Protection Agency. Such regulations prohibit: (1) unprotected cross-connections between a public water supply and any unapproved source of water and (2) unprotected actual or potential connection between the public water supply water and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

If Casitas has any reason to believe a backflow prevention device may be necessary, the property owner may be required to verify the need for such devices with the Ventura County Environmental Resource Agency-Environmental Health Division (Ventura County Environmental Health Division). However, Casitas reserves the right to impose whatever requirement it deems necessary to protect the public water supply.

When requested, the property owner, at their sole expense, shall furnish and install an approved backflow device to the satisfaction of Casitas and/or the Ventura County Environmental Health Division.

If a backflow prevention device is present on the property owner's premises; the property owner shall not remove the device unless: (1) a cross-connection evaluation has been conducted by a certified cross-connection control specialist, (2) all potential cross connections have been removed to the satisfaction of Casitas and the Ventura County Environmental Health Division, and (3) written approval by Casitas to remove the device is given. At a minimum, the evaluation should consider: the existence of cross-connections, the nature of materials handled on the property, the probability of a backflow occurring, the degree of piping system complexity and the potential for piping system modification. The removal of a backflow prevention device without written approval may result in the discontinuation of water service by Casitas.

13.2. CASITAS REQUIREMENTS

Casitas, in compliance with Public Health Regulations, requires the installation of approved backflow prevention devices or other protective devices before granting or continuing service under such conditions as set forth herein:

13.2.1. ALTERNATE SUPPLY

Where another source of water is in use or is available for use unless otherwise granted an exclusion in writing by the Casitas General Manager. This includes a well or other additional source of water, or a connection to or access to an additional source of water, including recycled water. Periodic water quality test results and other

requirements shall be required by the Casitas General Manager of alternate supplies of water which have been granted an exception. When such periodic water quality test results are required by Casitas, they shall be obtained and provided at the sole expense of the property owner.

13.2.2. CONTAMINATED SUBSTANCES

Where contaminated liquid or soluble substances of any kind are used, produced, or processed.

13.2.3. FERTILIZERS AND CHEMICALS

When service is made to land or facilities upon which the privately-owned water facilities are used for the application of fertilizers or other chemicals through injection of such substances.

13.2.4. AGRICULTURAL APPLICATIONS

Where service is made to land or facilities upon which there is potential to utilize the private water system for purposes of irrigating crops, watering of livestock, supply to ponds or lakes, or private water systems which, at the sole discretion of Casitas, may pose a threat to the public water system's water quality.

13.2.5. SPECIAL CASES

In special cases, at the sole discretion of Casitas, Casitas may require the property owner to eliminate certain plumbing or piping connections as an additional precaution to prevent backflow. This includes such cases as:

- A. Any substance handled under pressure in such fashion as to permit entry into the water system;
- B. A swimming pool supplied by a separate water service or without a satisfactory air gap or anti-siphon device on the inlet line.
- C. Properties with more than one connection to the District's facilities and flow from one service to another can occur.
- D. Any internal pressure boosting system.
- E. An irrigation system supplied by a separate water service, including recycled water, or without a satisfactory anti-siphon device on the inlet line.
- F. Water hauling equipment that fills from hydrants.
- G. Fire protection systems which have an actual or potential contamination hazard to the District's distribution system.
- H. Properties with plumbing located 34 feet in height above the elevation of the water meter.
- I. Properties with a pond, fountain or trough supplied by a separate water service or without a satisfactory air gap or anti-siphon valve on the inlet line.

13.3. PROPERTY OWNER INSPECTION OF PROTECTIVE DEVICES

The regulations of Casitas and the State of California require that the owner of any premises on or for which protective devices are installed for the protection of Casitas facilities shall cause these devices to be inspected and checked for proper operation within five (5) business days after installation, and at least once per year thereafter, or as directed by Casitas or the Ventura County Environmental Health Division, by a **certified backflow prevention device tester** who is certified by the Ventura County Environmental Health Division. All defective or inadequate devices shall be serviced, overhauled, or replaced at the customer's expense. A written report on this annual inspection, including any required corrective action taken, shall be submitted to Ventura County Environmental Health Division by the **certified tester** who made the inspection. **Failure to carry out the annual inspection, and take and document corrective actions as needed or directed by either Casitas or the Ventura County Environmental Health Division, shall result in discontinuance of water service by Casitas.** Casitas shall

make a good faith effort to notify the customer of required actions prior to discontinuation of water service. Service shall not be restored until corrective actions are taken and/or a passing backflow device test has been submitted to Casitas. The property owner is responsible for paying the service standby charges for the entirety of the discontinuation of service or risk forfeiture of the water allocation to that service.

13.4. CASITAS INSPECTION OF PROTECTIVE DEVICES

Casitas reserves the right to inspect and test protective devices for proper operation. Service to any premises may be immediately discontinued if it is found that dangerous unprotected cross-connections exist or if any defect is found in the operation of the protective devices. Service shall not be restored until such defects are corrected by the customer.

13.5. PROTECTION OF CUSTOMER'S PLUMBING SYSTEM

As a protection to the customer's water system, a suitable pressure relief valve must be installed where check valves or other backflow prevention devices are installed. Such installation must conform to the requirements of the plumbing code as adopted by the local jurisdictional agency. Such installation shall be installed and maintained at the customer's sole expense.

13.6. DISCONTINUATION OF PRIVATE FIRE PROTECTION FACILITY

If non-compliance to test or take necessary corrective action results in the discontinuation of a private fire service, it is the responsibility of the customer to notify the fire authority the premises is not protected by a private fire service. Casitas is not liable for any damages or costs incurred as a result of discontinuation of fire protection services.

14 PROTECTION OF CASITAS FACILITIES AND WATER SUPPLY

14.1. UNLAWFUL TAKING OF WATER

No person shall open any valve or fire hydrant or by other means take or draw any water from any reservoir, pipe, canal, or other facility owned or operated by the District without the prior specific authorization of the District. The District may prosecute violators of Section 498 and 625 of the California Penal Code which make it a misdemeanor to tamper with or bypass meters, to take water without payment, or to take water from or through a connection that has been shut off by the District.

14.2. POLLUTION OF WATER SUPPLIES

No person shall place any waste matter, rubbish, or foreign material in any canal, well, reservoir, tank, or conduit operated by the District. The District may prosecute violators of Section 374.7 and 592 of the California Penal Code, which makes it a misdemeanor to pollute public water supplies.

14.3. TAMPERING WITH DISTRICT PROPERTY

No one, except an employee or authorized representative of the District, shall at any time or in any manner: 1) operate the any facilities of the District's system; or 2) interfere with meters, service connections, water, water mains, fire hydrants, valves, or any other facility, building, or infrastructure associated with or as part of the water system; 3) encroach on any District property, easement, or right-of-way where water system facilities or infrastructure are located. Any person, in addition to remedies set forth herein, shall be subject to the penalties set forth in Appendix B: Schedule of Other Fees and Charges.

14.4. DAMAGE TO FACILITIES

Any damage occurring to facilities owned by the District caused by 1) an action or failure to act by any customer, or any agent, employee, contractor, tenant or guest thereof; or 2) arising or resulting from any activity, device or occurrence on or off the customer's premises, shall be paid for by the customer in accordance with the schedule in Appendix B: Schedule of Other Fees and Charges.

The District may prosecute violators of Section 607 and 624 of the California Penal Code which make it a misdemeanor to damage willfully properties and facilities owned or operated by the District. The District may also bring a civil action for treble damages under Section 1882.2 of the Civil Code.

14.5. TRESPASS ON RIGHT-OF-WAY

The District may prosecute violators who trespass on any portion of the right-of-way of the Robles Diversion Facility and Canal, any property owned by the District, any property owned by the United States Bureau of Reclamation within the District's service area, any property on which the District owns an exclusive easement, except such areas designated and opened to public recreational use.

14.6. ELECTRICAL GROUNDS PROHIBITED

No electric circuit shall be grounded to any pipe or other facility of the District or to any plumbing or metal in contiguity. Any person who makes, or permits to be made, such a connection will be liable for any damage to the District and for personal injury that results.

14.7. PENALTIES AND ENFORCEMENT ACTIONS

At the District's sole discretion, for any violation of any of part of this section (Section 14: Protection of Casitas Facilities and Water Supply), the District may take the following actions toward the violator as deemed appropriate:

- 14.7.1. Discontinuance or termination of water service
- 14.7.2. Assessment and collection of damages
- 14.7.3. Assessment and collection of fees for unmeasured water consumption
- 14.7.4. Impose a penalty as set forth in Appendix B: "Schedule of Other Fees and Charges"
- 14.7.5. Pursue criminal prosecution.

15 WATER SUPPLY AND INTERRUPTION OF DELIVERY

15.1. NO LIABILITY DUE TO INTERRUPTION OF DELIVERY

Casitas will attempt to deliver to customers a continuous and sufficient supply of water at the meter. Casitas, however, shall not be liable for interruption of service or shortage or insufficiency of supply or for any loss, damage, or inconvenience to any person by reason of any shortage, reduction, interruption, or discontinuance of water service or the increase or decrease of water pressure, when the same is caused by an act of God, drought, wildfire, an unavoidable accident, a shutdown, a customer's violation of these Rates and Regulations, a disturbance or condition of any kind beyond the reasonable control of the District.

15.2. NO LIABILITY DUE TO REPAIRS AND IMPROVEMENTS TO CASITAS MWD'S SYSTEM

For the purpose of making repairs or installing improvements to the system, Casitas shall have the right to temporarily suspend the delivery of water. Casitas will attempt to notify customers in advance of such action, and only if possible in cases of emergency. Repairs or improvements will be performed during regular working hours except in the case of emergencies as defined by Casitas. Casitas shall not be liable for any loss, damage, or inconvenience occasioned by or the result of repairs or improvements made to Casitas' system. The customer's water system is expected to be of sufficiently maintained condition as to be able to handle the effects of work being completed on Casitas' system.

15.3. WATER EFFICIENCY AND ALLOCATION PROGRAM FOR EXTENDED DROUGHT PERIOD AND WATER SHORTAGES

The District reserves the right to fix the time and rate of flow of all deliveries of water to each of its customers and, in the event of shortage, to allocate between its customers the water supply available to the District and to establish priorities to the available supply as the District shall consider necessary and in the public interest.

The Water Shortage Contingency Plan and/or Water Efficiency and Allocation Program (WEAP) shall establish, through a staged process, Casitas' customer allocation program in which the objective is to balance supplies and demand through an equitable distribution of existing available supplies during water shortages caused by extended drought periods.

Upon being advised by staff that available water supplies warrant response measures consistent with those associated with the District's WEAP and/or Water Shortage Contingency Plan, a staged water condition shall be declared by resolution of the Board of Directors. The Board resolution may identify and refer to such staged conditions in terms or titles specific to the current water shortage.

Upon adoption by the Board of Directors of a resolution declaring a staged water condition, the Board may adopt a resolution or ordinance containing such rules and regulations as necessary to restrict and regulate use of water from the District's water supply system in order to protect the public health and safety. Any person or entity who fails to comply with such rules and regulations is in violation and subject to the remedies and penalties provided by resolution or ordinance of the Board and as otherwise provided by law.

16 WATER USE REGULATIONS

16.1. REGULATIONS FOR PROHIBITION OF WATER WASTE

The recipients of water delivered by the District shall put the water only to reasonable and beneficial use and shall take all reasonable action to prevent the waste or unnecessary use of water. The District shall enforce all regulations under the Water Waste Prohibition Ordinance as per the recently adopted version included in Appendix C: Water Waste Prohibition Ordinance.

16.2. PLACE OF USE OF WATER

Water Code Section 71611 authorizes Casitas to sell water under its control for use only within the jurisdictional boundaries of the Casitas Municipal Water District. Except in cases of surplus water as determined by the Board and with the prior written consent of the Board on such terms and conditions as the Board shall prescribe, all water furnished by the District shall be limited to beneficial use within the boundaries of the District and on the land described in the application for water service. Service to lands outside Casitas shall be only on terms and conditions established by the Board respecting the particular service involved.

Continuing or reoccurring violations by any Casitas customer to export water outside Casitas boundaries without consent of the Board may result in the restriction or discontinuance of water service to the customer.

16.3. RESTRICTIONS ON RESALE OF WATER

No water furnished by the District shall be resold, except:

- A. Water supplied to a public or private water utility for resale and use within the utility's jurisdictional boundaries that are also within the District's boundary; or
- B. Water that has been further processed and packaged by a business or commercial customer in containers of five gallons or less; or
- C. With the prior written authorization of the District only on terms and conditions established by the Board respecting the particular service involved.

17 WATER SERVICE CLASSIFICATIONS, RATES, AND CHARGES

In establishing water rates, account shall be taken of class of service, zone of use, and capacity of service.

17.1. CLASSES OF SERVICE

Water service shall be classified according with the definitions in Subsection 2.2: Definitions of Customer Classification and Water Use Types. These classes of service are further grouped as follows:

- A. CLASS 1 SERVICE: Class 1 service shall apply to “municipal and industrial” services supplied with water used for residential, commercial, fire, inter-departmental, industrial, resale, temporary, and other purposes.
- B. CLASS 2 SERVICE: Class 2 service is not currently offered but shall apply to services supplied with raw or partially treated water which is used for non-domestic purposes.
- C. CLASS 3 SERVICE: Class 3 service shall apply to all services qualifying as agricultural irrigation services, including Agricultural Irrigation, Agricultural Domestic, and Multi-family Agricultural Domestic.

17.1.1 MUTUAL WATER COMPANIES

The District may assign water rates to mutual water companies under a special agreement. The Resale rate shall not be combined with any other rate through as single connection. In cases where the water rate is based on the agricultural irrigation water rate (for a single class or combination of classes through a single connection), the mutual water company shall submit annual crop reports and landholding reports for each of its agricultural irrigation customers to Casitas in compliance with Subsection 17.2: Requirements for Agricultural Irrigation Service of these regulations.

17.2. REQUIREMENTS FOR AGRICULTURAL IRRIGATION SERVICE

Agricultural irrigation service must satisfy the definition provided in Subsection 2.2.2: Agricultural Irrigation Service or Use.

An agricultural irrigation service, which does not utilize water for any residential purpose, shall be classified to the full Agricultural irrigation water rate provided in Appendix A: Monthly Water Rates and Service Charges.

An agricultural irrigation service which also provides water to a residence shall be billed monthly for water usage at the residential rate and at the appropriate agricultural irrigation rate, in accordance with Agricultural Domestic or Multi-family Agricultural Domestic rates provided in Appendix A: Monthly Water Rates and Service Charges.

Agricultural irrigation service classifications shall be considered by Casitas, upon the customer's request. Each agricultural irrigation service shall have an approved reduced pressure backflow prevention device in accordance with these Rates and Regulations Section 13: Cross-Connection Control and Backflow Prevention.

17.2.1. COMMERCIAL AGRICULTURE

Commercial agricultural production shall mean the growing of crops or the raising of fowl or livestock, in conformity with the recognized practices of husbandry, for human consumption, or for the market. When requested in writing by the General Manager, the applicant for agricultural irrigation service must furnish proof satisfactory to Casitas that the agricultural production is commercial in nature by submitting to the District the Internal Revenue Service Schedule F or Schedule C, or other such document demonstrating income from farm use.

17.2.1.1. CROP REPORT:

Each agricultural irrigation service customer shall be required to file an annual crop report upon written notification by Casitas, on a form provided by Casitas by March 1 of each year. A site assessment by Castias staff may be conducted to verify accuracy of information submitted in a customers crop report. The customer's timely submittal of a completed crop report is a condition for continued agricultural irrigation service. Any agricultural irrigation customer who fails to submit said reports, information and documents required, shall receive 30-day notice of default in writing and thereafter Class 3 agricultural irrigation service will be changed to Class 1 Residential water rates for the duration of the following fiscal year. The meter will be labeled as Agricultural for purposes of tracking the type of water use, although the customer will be billed the same water rates as Residential customers. Failure to submit a crop report will not result in a change of classification for type of water use nor an associated reduction in allocation. Such changes will not occur until a more permanent conversion or development project is approved by the local land use agency or other assessment by Casitas that deems the change appropriate based on existing and planned use. The crop report requires the customer to provide pertinent information regarding the acreage under cultivation, the types of crops grown, the type of irrigation system used, the sources of water, and other related information as requested by Casitas. Such information is required as a part of Casitas' requirement to furnish an annual crop report to the United States Bureau of Reclamation agreed thereto in the repayment contract.

17.2.1.2. COMPLIANCE WITH RECLAMATION ACT OF 1902 AS AMENDED AND THE RECLAMATION REFORM ACT OF 1982:

Each agricultural irrigation service customer shall be required to comply with the provisions of the Reclamation Act of 1902 as amended and the Reclamation Reform Act of 1982. Such provisions include the completion and submittal, by each agricultural irrigation service customer, of land ownership, excess lands, ownership entitlement, crop reports, water conservation or other related reports, certifications and/or documents as requested by Casitas and set forth in the Reclamation Act of 1902 as amended and the Reclamation Reform Act of 1982. Because the Ventura River Project is a project constructed by the U.S. Bureau of Reclamation under the laws of the Reclamation Acts noted above, said requirements are a condition for agricultural irrigation service by Casitas. The agricultural irrigation service customer shall be responsible for the timely maintenance and updating of the information provided to Casitas and remedy invalid information in order to comply with said Acts. The irrigation service customer shall comply with the limits to agricultural irrigation water application as provided by the Acts.

17.3. WATER RATES

The water rates schedule shall remain in effect as amended until further revision. The water rates for the respective classifications, zones, and capacities of service are hereby established as shown on Appendix A: Monthly Water Rates and Service Charges.

Standby Charges as referred to in other sections of these Rates and Regulations include the service charge as well as any other fixed charges on the water bill that do not vary with water use (per Subsection 2.1.27).

17.3.1 SERVICE CHARGES

A Service Charge based on the meter size shall be paid by each customer for each billing period during which a service connection exists. Such charge for any billing period in which such a connection has existed for less than the whole of such period shall be prorated. Such charge shall not entitle the customer to any quantity of water.

Service connections exist on the date of approval of the Application for Service. Service Charges are billed from the date that service application is made by the customer. For divided, new, or expanded services, service charges are owed once payment of the Capital Facilities Charge and issuance of an allocation is made, whether or not the meter has been installed.

17.3.2 VOLUMETRIC CHARGES

Customers are responsible for payment of Volumetric Charges based on the amount of water delivered through the meter in units of hundred cubic feet.

It is the intention of Casitas that water rates consider the cost of electrical energy required to raise the water above the level of Lake Casitas. To this end, two rate zones, known as gravity zone and pumped zone, are hereby established for volumetric charges.

17.3.3 OTHER CHARGES ON WATER BILL

In addition to the Service Charge and Volumetric Charge, the Board of Directors may adopt other separate charges appearing on the water bill that are related to the cost of service.

Any penalties assessed by the District shall appear as a separate charge on the water bill.

18 METER READINGS AND TESTS

18.1. UNIT OF WATER MEASUREMENT

Except as these Rates and Regulations otherwise provide, all water supplied by the District shall be measured by standard water meters, and a hundred cubic feet shall be the standard unit of measurement.

18.2. FREQUENCY OF READING

Water meters will normally be read monthly. As it is not always possible to read meters at exact intervals, the period between reading dates may vary. Special readings will be made on commencement and termination of service and as required by special circumstances.

18.3. METER TESTS

A customer who believes the District water meter serving the customer's premises is not accurately measuring the water delivered may request a test of the meter. When such a test is requested, the customer is required to pay a meter test fee per the schedule in Appendix B: Schedule of Other Fees and Charges. If a meter is found to be working improperly, it will be repaired or replaced by the District. If it is determined the meter is registering more than 5 percent over the actual quantities passing through it, the cost of said test deposited by the customer shall be refunded.

If Casitas believes a District meter is inaccurately measuring the water delivered to a customer's premises, it may initiate a test of the meter to determine its accuracy. In the case of Casitas-initiated tests, the customer is not charged a fee.

19 BILLING AND PAYMENT

19.1. FREQUENCY OF BILLING

Bills for water service shall be rendered monthly or as determined by the General Manager.

19.2. DATE DUE

Amounts due to Casitas pursuant to bills for water service shall be due and payable upon deposit of said bills in the United States mail addressed to the customer at the mailing address designated by customer on or by electronic bill as elected as a billing preference by the customer. The bill shall provide a billing date representing the day bills are either mailed or electronically delivered to customers.

19.3. DELINQUENCY

Bills for water service are due, payable, and become delinquent from the due date. Water service is subject to discontinuation if bills are not paid within sixty (60) days from the date of the bill. Casitas shall make a reasonable, good faith effort to notify the customer by either phone, mail, or email regarding the impending shutoff. The District assumes no responsibility for phone or email contact information that has not been kept up to date by the customer.

PAST DUE NOTICE AND DELINQUENCY CHARGES: If a customer bill remains unpaid by the second to the last business day of the month following the date of the bill, Casitas shall send the customer a past due notice. If the customer's billing address is different than the service address, past due notice shall also be sent to the service address, addressed to "Occupant(s)". A delinquency fee on the past due bill shall be assessed to the customer's account as provided in Appendix B: Schedule of Other Fees and Charges.

PAYMENT PLANS: Casitas shall provide eligible customers with the opportunity to participate in agreed upon payment plans. For each account, only one alternative payment plan will be administered at a time, and customers must honor the agreed upon payment arrangement to maintain eligibility.

DISCONTINUANCE OF SERVICE: A notice of shutoff warning shall be mailed to the customer with delivery no less than ten (10) days prior to discontinuation of service. If the customer's billing address is different than the service address, the notice of shutoff warning shall also be sent to the service address, addressed to "Occupant(s)". The shutoff warning notice shall contain information on how to restore service. Payments must be received no later than 4:30 pm on the date specified on the shutoff warning notice. Postmarks are not acceptable. If the bill remains unpaid, a hang tag will be processed the following day and a charge per Appendix B: Schedule of Other Fees and Charges (Disconnection Fee) shall be assessed and service will be disconnected.

Nothing in this section shall limit the ability of Casitas to discontinue or interrupt water service for reasons other than nonpayment of water bills, and the sending of additional notices not set forth above shall not constitute a waiver of Casitas' right to discontinue service as set forth herein.

19.3.1 RESIDENTIAL SERVICE

If the property owner is customer of record, the District will make a good faith effort to inform residential occupants by written notice that service will be shut off and the tenant has a right to become a customer in accordance with Section 3.9: Renters.

If a residential customer meets criteria set forth in California Health and Safety Code Section 116910 (a)(1-3), delinquency charges will be waived no more than once every 12 months. After a Residential service customer

enters into an agreed upon payment plan, Casitas may discontinue service if the Residential service customer fails to comply with or pay according to the agreed upon payment for more than sixty (60) days. In such instances, Casitas may discontinue Residential water service no less than five (5) business days after placing a shutoff notice hang tag on the door of the Residential service address. If the bill remains unpaid when the hang tag is processed, a charge per Appendix B: Schedule of Other Fees and Charges (Disconnection Fee) shall be assessed.

Casitas may discontinue Residential service when the account has been delinquent for at least 60 days and after Casitas has complied with all requirements for the discontinuation of Residential water service, as set forth in California Health and Safety Code Sections 116900 et seq., as may be amended.

19.4. RESTORATION OF WATER SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

In order to restore water service following a shutoff for non-payment, the customer is required to pay the Reconnection Fee (per the amount in Appendix B: Schedule of Other Fees and Charges) in addition to delinquent water service charges pursuant to Subsections 19.3: Delinquency and 19.5: Remedies for Non-Payment. If a residential customer demonstrates household income below two hundred (200) percent of the federal poverty line, the total service fees for restoring service shall not exceed the limit set forth in California Health and Safety Code Section 116914(a)(1), as may be amended.

In the event that payment is by check which is subsequently returned by the bank for any reason, a hang tag will be processed, and shutoff scheduled for 5 business days following the hang tag. The aforementioned Reconnection Fee shall again be added to the customer's account in addition to the returned unpaid check charge provided for in Subsection 19.6: Returned Checks.

Regardless of whether restoration of service is requested by a current customer or a new customer, Casitas shall be provided a minimum of 72 hours' notice, excluding Saturdays, Sundays and holidays, in advance of such restoration of service.

19.5. REMEDIES FOR NON-PAYMENT

The General Manager may institute action in any court of competent jurisdiction, cause the delinquent amount to be added to and become a part of the annual tax levied upon the property in accordance with Section 72094, et seq. of the California Water Code, and/or take any other steps to effect collection for services rendered by Casitas, provided such actions are compliant with California Health and Safety Code Sections 116900 et seq. as may be amended.

19.6. RETURNED CHECKS

Should a check be returned by a bank for any reason, the customer shall be charged per the amount in Appendix B: Schedule of Other Fees and Charges (Returned Check Fee) for each such check returned. Additionally, any customer subject to the returned check charge may be placed on a probationary cash or credit card basis for a period of 12 billing cycles or as determined by the General Manager. Checks will not be accepted from customers that have been placed on a probationary cash or credit card basis until after the conclusion of the probationary period.

19.7. DISPUTED BILLS

A customer may request Casitas review a water bill by following the procedures in Subsection 21.5: Disputed Bills.

20 BILLING ADJUSTMENTS

20.1. NON-REGISTERING METERS

Should any meter in service fail to register during any billing period or a portion thereof, the customer shall be billed for the estimated use of water during such period as determined by Casitas.

If the meter is mis-registering or is non-registering the water usage (in HCF) will be averaged. When usage data is available, the average usage will be calculated based on the previous two billing periods and the same billing period a year ago, for a total of three billing periods to calculate the average. If prior usage data is limited, the District will determine an estimate based on available information.

20.2. BILL RELIEF PROGRAM

The purpose of a bill relief program is to relieve eligible customers of extraordinary water charges when the circumstances giving rise to the extraordinary water charges were caused by circumstances beyond the customer's reasonable control.

20.2.1 ELIGIBILITY FOR BILL RELIEF

A District customer may seek the following forms of bill relief:

- A. A bill adjustment for leak relief relating to volumetric water rates
- B. A bill adjustment relating to a WEAP Conservation Penalty

20.2.1.1. LEAK RELIEF ADJUSTMENT:

A leak relief adjustment is available to a customer who satisfies all the following conditions:

- A. The customer is receiving Residential or Agricultural Domestic water service;
- B. For Agricultural Domestic customers, a maximum of 50 HCF per month is eligible for relief (relating to Tier 1 and 2 water rates intended for domestic use);
- C. The water usage caused by the leak is twice the average of the customer's three (3) year historical usage;
- D. The circumstances giving rise to the customer's request for relief were beyond the customer's reasonable control and not due to a negligent failure to properly maintain and/or replace in a timely manner any leaking water fixtures, water pipes, or other water infrastructure on the customer's property;
- E. The customer has not received another form of bill adjustment for Leak Relief or Conservation Penalty Relief from the District in the past five (5) years;
- F. The request for relief is only for volumetric water rates;
- G. The customer submitted a timely request for relief per Subsection 20.2.2; and
- H. If the leak relief request occurs when mandatory conservation measures are being implemented under the WEAP, the customer must have a reasonable record of staying within their annual allocation prior to the extraordinary use occurring.
- I. The customer provides evidentiary support that the cause of the event giving rise to the extraordinary water charges were caused by circumstances beyond the customer's reasonable control and has been promptly repaired.

20.2.1.2. WEAP CONSERVATION PENALTY RELIEF:

Relief from a WEAP Conservation Penalty is available to a customer who satisfies all the following conditions:

- A. All customer classes are eligible for WEAP Conservation Penalty relief;
- B. The customer has not received another form of bill adjustment for Leak Relief or WEAP Conservation Penalty Relief from the District in the past five (5) years;
- C. The circumstances giving rise to the customer's request for relief were beyond the customer's reasonable control and not due to a negligent failure to properly maintain and/or replace in a timely manner any leaking water fixtures, water pipes, or other water infrastructure on the customer's property;
- D. The customer submitted a timely request for relief with evidentiary documentation per Subsection 20.2.2; and
- E. If the leak relief request occurs when mandatory conservation measures are being implemented under the WEAP, the customer must have a reasonable record of staying within their annual allocation prior to the extraordinary use occurring.

20.2.2 PROCESS TO APPLY FOR BILL RELIEF

To apply for bill relief, the applicant shall:

- A. Submit a request for relief, in writing on a form provided by the District, to the District's Bill Hearing Officer within 45 days of the billing date for which the customer seeks relief. Failure to submit a request within 45 days renders a request untimely and the customer shall be ineligible for relief.
- B. The written request for relief shall be accompanied with and supported by substantial and adequate written and photographic documentation that provides evidentiary support that the cause of the event giving rise to extraordinary water charges were caused by circumstances beyond the customer's reasonable control and have been promptly repaired. Failure to include any evidentiary support with a written request for relief will result in denial of the request.

Examples of adequate supporting evidence include, but are not limited to:

- 1. Evidence that a leak was discovered.
 - 2. Evidence of a naturally occurring phenomenon such as an earthquake, wildfire, landslide, or vegetative growth which was likely to have caused the leak.
 - 3. Evidence that the leak was timely repaired.
 - 4. Photographs of the leak and of the repair.
 - 5. Repair receipts from a plumber.
 - 6. Receipts for materials used in the repair.
 - 7. Any other evidence the leak has been repaired.
- C. The customer shall remain current on payment of water bills. All fixed and volumetric charges shall be paid to avoid late fees. Upon District approval of a Leak Relief Adjustment, eligible volumetric charges will be provided as a credit back to the customer. Only the WEAP Conservation Penalties may be put into abeyance until a final determination is made.

20.2.3 DISTRICT REVIEW

The Bill Hearing Officer will review the request and the documentation or evidence provided by the customer supporting the appeal. The Bill Hearing Officer may request additional information from the customer. Following

a review of the request, the Bill Hearing Officer shall make a recommendation and provide to it the General Manager.

20.2.3.1. RELIEF UNDER A CERTAIN AMOUNT

Requests for bill relief for a total amount less than or equal to \$1,500.00 (combined total relief relating to Leak Relief Adjustments and WEAP Conservation Penalties) shall be granted if the General Manager finds all of the following:

- A. The customer is eligible for the type of relief requested;
- B. The customer's claim for relief is due to circumstances beyond the customer's reasonable control;
- C. The customer's claim for relief is supported with substantial and adequate evidence; and
- D. The District has verified that a repair has been made and water use has returned to normal.

If a request for bill relief for an amount equal or less than \$1,500.00 is denied by the General Manager, the customer may request an appeal of the decision with the Casitas Board of Directors' Appeals Panel per the process described in Subsection 20.2.3.2.

20.2.3.2. RELIEF OVER A CERTAIN AMOUNT

If a request for bill relief is more than \$1,500.00, the following process shall apply:

- A. The General Manager shall schedule an evidentiary appeal hearing before the Board of Directors' Appeals Panel¹.
- B. The General Manager shall make a recommendation to the Appeals Panel. A copy of the General Manager's recommendation will be provided to the customer/appellant.
- C. The customer /appellant shall have an opportunity to state their case and present evidence supporting their appeal.
- D. Following the customer's presentation of the grounds for appeal, the Appeals Panel shall review the General Manager's recommendation and determine whether to grant the appeal in full, apportion the penalty or deny the appeal.

This process will remain in effect until water conditions improve and Conservation Penalties are no longer being assessed by the District. At such time, the Board of Directors will assume the duties of the Appeals Panel related to the Leak Relief Adjustment Program.

20.2.4 BILL RELIEF

If Bill Relief is granted, the following calculations will be used for bill adjustment:

20.2.4.1. LEAK RELIEF ADJUSTMENT

For a Leak Relief Adjustment relating to volumetric water rates, the adjustment will be calculated as follows:

The cost of the leak shall be divided by two, equally splitting the District's calculation of the water cost that is eligible for leak adjustment between the customer and the District. The cost of the leak shall be determined based on either:

¹ The Appeals Panel is a Board-appointed committee composed of three (3) Board members who are authorized to conduct evidentiary hearings, make findings and render decisions in accordance with California Water Code Sections 71300, 71301 and 71305.

- A. The difference in the bill based on the quantity of water used over the leak period (maximum of 2 months) less the bill based on average water use over the same period in 3 prior years (provided there is prior water use history available for the customer seeking bill relief), or
- B. The difference in the bill based on the total amount of water used at a cost per HCF of the lowest unit rate for residential customers.

20.2.4.2. WEAP CONSERVATION PENALTIES

For WEAP Conservation Penalties, the District may provide full or partial relief of penalties based on review of the claim.

20.3. OTHER ADJUSTMENTS

Should other adjustments become necessary because of actions by the District, the General Manager or designee can adjust those issues with a credit or charge on the customer's future bills(s), unless other arrangements are requested by the customer and approved by the General Manager or designee. The maximum period for retroactive adjustments is twelve (12) months prior to the date that the District is first notified of the error.

21 APPEALS PROCESS

Notwithstanding anything else in the Casitas Rates and Regulations to the contrary, if an adult at a residence submits an appeal regarding a bill for Residential water service to Casitas or any other administrative or legal body to which such an appeal may be lawfully taken, Casitas shall not discontinue residential service while the appeal is still pending.

21.1. RESIDENTIAL SERVICE SHUTOFF APPEALS

Customers receiving Residential service who wish to appeal charges or shutoff pursuant to California Health and Safety Code Sections 116900 et seq. as may be amended, may complete a written appeal form within 45 days of the billing date. The Bill Hearing Officer will review the nature of the appeal and submit their recommendation to the General Manager, or designee, for a final decision that shall be reported to the customer in writing.

21.2. CLASSIFICATION APPEALS

Customers denied a request for a Type of Service change may request a review of the request by submitting a written appeal to the designated Water Conservation Manager stating the nature of the appeal. The appeal shall be reviewed by the Water Conservation Manager and the Engineering Manager and a final recommendation reported to the General Manager. Decision of the General Manager shall be reported to the customer in writing.

21.3. ALLOCATION APPEALS

Customers who wish to appeal their assigned allocation may do so according to the appeal process described in the latest adopted version of the Water Efficiency and Allocation Program.

21.4. APPEAL OF EXTRAORDINARY WATER USE CHARGES

Customers who wish to appeal extraordinary volumetric charges or a WEAP Conservation Penalty due to circumstances beyond the customer's reasonable control may do so in accordance with the Bill Relief Program provided in Subsection 20.2: Bill Relief Program.

21.5. DISPUTED BILLS

In the event a customer disputes or denies the correctness of any bill presented to the customer, the following procedures shall be followed:

Within 45 days from the billing date, the customer shall provide a statement of reasons for believing the bill to be in error. The customer shall pay, at a minimum, the service charges and any other charges that are not dependent on water usage, that are owed on the disputed bill. Any new charges incurred during subsequent billing periods shall be paid by the customer.

Appeals resulting from billing errors or meter malfunction may be submitted to the Bill Hearing Officer and resolved upon verification of the error.

21.5.1. BILL ADJUSTMENT BY BILL HEARING OFFICER

The Bill Hearing Officer has the authority to make such adjustment in the disputed bill as they feel is appropriate in the circumstances up to \$500.00. Amounts over \$500.00 require the approval of the General Manager. Should the customer and the Bill Hearing Officer or the General Manager fail to agree on the amount to be paid to Casitas on account of the disputed bill, the customer has the right to appeal the matter to the Board for a final determination per Subsection 21.6: Appeals to Board of Directors.

21.6. APPEALS TO BOARD OF DIRECTORS

Nothing in this ordinance shall restrict or prevent an aggrieved party from appealing a determination of the General Manager to the Casitas Board of Directors. For the purposes of this subsection, an aggrieved party shall be any customer or applicant with an issue relating to a rule, violation, penalty, or other relief that specifically affects the interest of the particular aggrieved party and shall not apply to determinations of the General Manager that are of general concern to the district. A party who is not a customer shall be an aggrieved party if the relief sought by the party, if granted, would result in the party becoming a customer.

An appeal of a final determination of the General Manager shall be filed with the District's Clerk to the Board within thirty (30) days following the date of such determination. The appeal shall specify in writing the grounds upon which it is taken, the date of the determination, and the relief requested.

Within thirty (30) days of receipt of such appeal, the General Manager shall set a hearing on the appeal before the Board of Directors and notify the aggrieved party in writing of the time and place of the hearing at least ten (10) days prior to the hearing.

At the hearing, the aggrieved party may present evidence concerning the appeal. Evidence shall include such relevant documents and information that is sufficient to permit the full determination of the appeal. In the event the aggrieved party fails to submit relevant documents and information as required by this subsection, the determination shall be made on the information available, but the Board shall have no obligation to seek out the information upon which the aggrieved party relies. Any materials submitted to the Board by the General Manager shall be made available to the aggrieved party a reasonable time before the hearing. Continuances of the hearing of the appeal shall be made at the discretion of the Board.

The Board may deny, approve, conditionally approve, or continue any appeal. The General Manager shall notify the aggrieved party within ten (10) days in writing of the Board action taken. Notice of the action taken shall be deemed to have been given when the written notification has been emailed or deposited in the mail, postpaid, addressed to the address shown on the appeal.

The provisions of this chapter are intended to be an alternative form of review. Nothing contained in this chapter shall alter, modify or supersede the provisions of any law or regulation of the State of California to the contrary with respect to review of a determination in court.

APPENDIX A: MONTHLY WATER RATES AND SERVICE CHARGES

TABLE 1. RESIDENTIAL AND AG DOMESTIC TIER THRESHHOLDS

Tier	Monthly Water Use Threshold
Tier 1	10 HCF
Tier 2	50 HCF
Tier 3	>50 HCF

HCF = hundred cubic feet

TABLE 2. VOLUMETRIC RATES (\$/HCF) - PUMPED

Customer Class	Tiers	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Residential ¹	Tier 1	\$1.90	\$2.10	\$2.31
	Tier 2	\$2.71	\$2.91	\$3.10
	Tier 3	\$4.06	\$4.20	\$4.32
Agricultural Domestic ¹	Tier 1	\$1.90	\$2.10	\$2.31
	Tier 2	\$2.71	\$2.91	\$3.10
	Tier 3	\$2.05	\$2.23	\$2.40
Agricultural	All HCF	\$2.05	\$2.23	\$2.40
Commercial	All HCF	\$2.75	\$2.98	\$3.20
Industrial	All HCF	\$2.75	\$2.98	\$3.20
Inter-Departmental	All HCF	\$2.75	\$2.98	\$3.20
Institutional and Other	All HCF	\$2.75	\$2.98	\$3.20
Resale	All HCF	\$2.75	\$2.98	\$3.20

TABLE 3. VOLUMETRIC RATES (\$/HCF) - GRAVITY

Customer Class	Tiers	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Residential ¹	Tier 1	\$1.07	\$1.25	\$1.46
	Tier 2	\$1.91	\$2.09	\$2.28
	Tier 3	\$3.27	\$3.39	\$3.51
Agricultural Domestic ¹	Tier 1	\$1.07	\$1.25	\$1.46
	Tier 2	\$1.91	\$2.09	\$2.28
	Tier 3	\$1.24	\$1.40	\$1.57
Agricultural	All HCF	\$1.24	\$1.40	\$1.57
Commercial	All HCF	\$1.95	\$2.16	\$2.37
Industrial	All HCF	\$1.95	\$2.16	\$2.37
Inter-Departmental	All HCF	\$1.95	\$2.16	\$2.37
Institutional and Other	All HCF	\$1.95	\$2.16	\$2.37
Resale	All HCF	\$1.95	\$2.16	\$2.37

TABLE 4. MONTHLY SERVICE CHARGE

Customer Class	Meter Size	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Residential ¹	5/8" - 3/4"	\$40.77	\$38.38	\$35.91
	1"	\$70.40	\$67.44	\$64.24
	1-1/2"	\$129.27	\$118.67	\$108.31
	2"	\$284.47	\$306.27	\$327.80
	3"	\$729.51	\$850.40	\$985.54
	4"	\$1,511.14	\$1,889.69	\$2,349.29
Commercial and Industrial	5/8" - 3/4"	\$35.11	\$34.31	\$33.33
	1"	\$60.60	\$60.28	\$59.60
	1-1/2"	\$111.31	\$106.08	\$100.50
	2"	\$244.94	\$273.75	\$304.17
	3"	\$628.17	\$760.16	\$914.52
	4"	\$1,301.18	\$1,689.14	\$2,179.99
Institutional, Inter-Departmental, and Other	5/8" - 3/4"	\$32.58	\$32.43	\$32.10
	1"	\$56.26	\$57.01	\$57.43
	1-1/2"	\$103.32	\$100.32	\$96.83
	2"	\$227.36	\$258.89	\$293.06
	3"	\$583.09	\$718.87	\$881.10
	4"	\$1,207.80	\$1,597.38	\$2,100.31
Agricultural Domestic ¹	1"	\$56.85	\$57.45	\$57.72
	1-1/2"	\$104.43	\$101.12	\$97.35
	2"	\$229.78	\$260.94	\$294.61
	3"	\$589.29	\$724.60	\$885.77
	4"	\$1,220.66	\$1,610.12	\$2,111.46
	6"	\$2,213.53	\$2,737.13	\$3,364.85
Agricultural	1"	\$65.78	\$64.10	\$62.09
	1-1/2"	\$120.80	\$112.79	\$104.70
	2"	\$265.83	\$291.09	\$316.88
	3"	\$681.75	\$808.29	\$952.73
	4"	\$1,412.17	\$1,796.09	\$2,271.06
	6"	\$2,560.84	\$3,053.29	\$3,619.21
Resale	5/8" - 3/4"	\$37.41	\$35.98	\$34.40
	1"	\$64.60	\$63.23	\$61.53
	1-1/2"	\$118.63	\$111.27	\$103.76
	2"	\$261.05	\$287.15	\$314.02
	3"	\$669.49	\$797.36	\$944.12
	4"	\$1,386.78	\$1,771.81	\$2,250.55
	6"	\$2,514.76	\$3,011.99	\$3,586.50
	12"	\$18,778.34	\$25,286.23	\$33,850.93
	18"	\$28,390.15	\$34,476.00	\$41,622.28

TABLE 5. MONTHLY ADJUDICATION IMPACT CHARGE

Meter Size	Residential	Commercial	Agriculture	Ag Domestic	Inter-Departmental	Industrial	Other	Resale
5/8"	\$1.51	\$3.81			\$2.92	\$0.77	\$2.89	\$9.44
3/4"	\$1.51	\$3.81	\$15.10	\$9.48	\$2.92	\$0.77	\$2.89	\$9.44
1"	\$2.52	\$6.36	\$25.17	\$15.79	\$4.87	\$1.29	\$4.81	\$15.73
1-1/2"	\$5.04	\$12.71	\$50.35	\$31.59	\$9.75	\$2.58	\$9.62	\$31.47
2"	\$8.07	\$20.34	\$80.55	\$50.54	\$15.60	\$4.13	\$15.39	\$50.35
3"	\$17.65	\$44.49	\$176.21	\$110.55	\$34.12	\$9.04	\$33.66	\$110.13
4"	\$31.77	\$80.09	\$317.17	\$199.00	\$61.41	\$16.27	\$60.59	\$198.24
6"		\$165.25	\$654.49	\$410.63	\$126.72	\$33.58	\$125.03	\$409.07
12"								\$2,416.65
18"								\$4,492.52

TABLE 6. MONTHLY FIRE SERVICE CHARGE

Meter Size	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
2"	\$5.09	\$5.30	\$5.52
3"	\$11.13	\$11.59	\$12.07
4"	\$20.03	\$20.86	\$21.73
6"	\$41.34	\$43.05	\$44.84
8"	\$50.88	\$52.99	\$55.19
10"	\$73.13	\$76.17	\$79.33

¹ Includes Single Family and Multi-Family Uses. Multi-family Residential Tier 1 rate is 10 HCF per dwelling unit.

See Subsection 2.2 of the Casitas Municipal Water District Rates and Regulations for Water Service for definitions of the customer classifications used in the above tables.

Note that certain customers have a special rate based on agreements with the District.

APPENDIX B: SCHEDULE OF OTHER FEES AND CHARGES

All fees, once paid, are non-refundable (except for deposits that are deemed eligible for return).

Type of Fee	Total Charge
Application Processing Fee	\$30.00
Capital Facilities Charge	\$18,644.00 per acre foot
<u>Damage to District Facilities</u>	<u>Labor and Materials</u>
Deposits	
Up to 1" Meters:	\$60.00 <u>120.00</u>
1.5" to 2" Meters: All Except Agricultural	\$100.00 <u>300.00</u>
1.5" to 2" Meters: Agricultural	\$150.00 <u>300.00</u>
3" and Larger Meters	\$200.00 <u>500.00</u>
Delinquency Fee	10% of past due bill amount
Disconnection Fee ¹	\$2530.00 / \$7590.00 (after hours)
Reconnection Fee ²	\$2530.00 / \$7590.00 (after hours)
Returned Check Fee	Actual bank processing fee
Meter Test Fee	
Up to 1" Meters:	\$100.00
1" to 2" Meters	\$150.00
3" and Larger Meters	\$225.00
Temporary Meter Deposit	\$500.00
Temporary Meter Installation Fee	\$100.00
Temporary Meter Relocation Fee	\$100.00
Temporary Meter Monthly Charges	\$150.00 fixed plus \$4.00/HCF volumetric
Penalty for Tampering with District Equipment	\$2,500 fine for first violation and \$10,000 fine per violation for subsequent violations
Penalty for Violation of Rates and Regulations (other than Tampering with District Equipment)	A fine not to exceed \$1,000 shall be imposed.
<u>Installation or Abandonment of Water Service</u>	<u>\$1,500 Deposit, Labor and Materials</u>
Plan Check Fees	<u>\$1,500 Deposit, Labor and Materials</u>
Inspection Fees	<u>\$500 Deposit, Labor and Materials</u>
<u>Will Serve Letter</u>	<u>\$185</u>
<u>Fire Hydrant Flow Test</u>	<u>\$250</u>
<u>VCFD Fire Flow Verification</u>	<u>\$185</u>
<u>Meter Reduction Application Deposit</u>	<u>\$650</u>
<u>Water Service Agreements</u>	<u>\$250</u>

¹ Also referred to as the Water Meter Turn Off Fee.

² Also referred to as the Water Meter Turn On Fee.

* Each fee or charge stated above for which a labor component exists shall include direct and indirect costs such as wages, benefits, and payroll taxes to reflect the total cost of labor with overhead expenses. Labor expenses shall account for all time spent including, but not limited to, engineering, operations, administrative, management, and legal staff time.

APPENDIX C: WATER WASTE PROHIBITION ORDINANCE

CASITAS MUNICIPAL WATER DISTRICT
Board of Directors Memo

DATE: August 9, 2024
TO: Board of Directors
FROM: Michael Flood; General Manager
SUBJECT: **Approve forgiveness of the City of Ventura water service billing late charge in the amount of \$20,434.22.**

Recommendation:

The Board of Directors approve the request.

Background:

The City of Ventura submitted payment for their water service during the month of May 2024 past the July 30, 2024 deadline and incurred fees in the amount of \$20,242.22 involving eight accounts.

Casitas staff received a request to forgive these late fees from City staff.

The amount of the request exceeds the ability of Casitas staff to approve it.

Analysis:

The City of Ventura last came to the Board in 2019 with a request to forgive late fees in the amount of approximately \$4,000. The request was granted in full.

Prior to that, a request to forgive late fees in the amount of \$45,000 came from the City in 2011 whereby the Board granted a 50% reduction.

Casitas staff would typically forgive a late payment forgiveness request from a customer with a similar payment history thus the Board should grant the request.

August 8, 2024

Mr. Michael Flood
General Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, California 93022
Email: mflood@casitaswater.com

Subject: Late Fees Waiver Request for City of Ventura May 2024 Utility Bills

Dear Mr. Flood,

This letter is regarding the late fees applied to the City of Ventura's May 2024 utility bills for the following accounts:

- Account #1, 10% late fee = \$16,254.72
- Account #2, 10% late fee = \$292.39
- Account #3, 10% late fee = \$292.39
- Account #4, 10% late fee = \$8.03
- Account #5, 10% late fee = \$292.39
- Account #6, 10% late fee = \$3,288.27
- Account #7, 10% late fee = \$0.94
- Account #8, 10% late fee = \$5.09

The City of Ventura is respectfully requesting a waiver for the late fees (total \$20,434.22):

- Check #365666, dated July 25, 2024, was released from the City on July 25, 2024, five days in advance of the July 30th due date.
- The City of Ventura has made at least 48 consecutive on-time payments of the monthly utility bills since July 2020.
- The City of Ventura transitioned to a new ERP system (Workday) as of July 1, 2024 and experienced delays in processing invoices. Moving forward, the City of Ventura can mail payments for utility bills as certified mail or hand deliver payments to ensure that they are delivered in a timely manner.

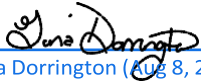
We look forward to hearing from you on your decision.

Late Fees Waiver Request

Page 2 of 2

August 8, 2024

Respectfully,



Gina Dorrington (Aug 8, 2024 11:10 PDT)

Gina Dorrington

Ventura Water General Manager

Cc: Rosa Felix, Casitas Accounting and Customer Service Supervisor
Janyne Brown, Casitas Chief Financial Officer

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL L. FLOOD, GENERAL MANAGER

SUBJECT: ENGINEERING SERVICES FOR MWPFPP EMERGENCY GENERATOR REPLACEMENT AND PRE-PURCHASE OF THE GENERATOR SET, SPECIFICATION NO. 24-471

DATE: AUGUST 14, 2024

RECOMMENDATION:

- Approve, and Authorize Board President to sign, an Agreement with GHD Inc. for Engineering Services for Marion Walker Pressure Filtration Plant (MWPFPP) Emergency Generator Replacement for a fee not to exceed \$42,170.00.
- Approve, and Authorize General Manager to issue a Purchase Order for a Diesel Standby Generator Set for MWPFPP Emergency Generator Replacement in the amount of \$142,474.53.
- Authorize an additional budget of \$35,000 for Specification No. 24-471

BACKGROUND AND DISCUSSION:

The existing diesel generator and automatic transfer switch (ATS) at the Marion Water Pressure Filtration Plant (MWPFPP) have experienced frequent malfunction in recent years. Both the diesel generator and ATS are nearing the end of useful life; therefore, replacements are necessary. The project scope includes replacement of the 350 KW Diesel Generator with a 450KW generator; installation of a new ATS; use of a temporary generator during construction; and modifications to the existing electrical system.

GHD provided the attached proposal for engineering services in an amount not to exceed \$42,170.00.

The District received a quote in the amount of \$142,474.53 from QUINN CAT through the Sourcwell (formerly N.J.P.A.) program. The program ensures the best price to satisfy the multiple bid requirements for public agencies. The estimated lead time for a generator set is 24 to 26 weeks.

BUDGET IMPACT:

Funds in the amount of \$165,000 for this project are included in the budget for the fiscal year 2024-25. Additional funds in the amount of \$35,000 are requested to complete the design, which includes an 8 percent contingency. An additional budget will be sought in January 2025 when the Board will be requested to award a contract for construction.

Attachments

Agreement with GHD with Proposal from GHD dated July 16, 2024
Quotation from Sourcewell for Emergency Generator and ATS



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

DATE: 08-05-24

PAGE 1 of 7

Quotation Expires: 09-04-24

Casitas Municipal Water District
Donnell Evans
Office: 649-2251

Terms: Subject To Credit Approval

Special pricing under Sourcewell formally (NJPA) program

Caterpillar Contact Number 092222-CAT

Casitas Municipal Water District member number #17731

Includes Caterpillar stationary generator set (Essential Grade)

New Caterpillar Model **D450-GC** Diesel Standby Generator Set
EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
Rated **450 kW** with fan, 60 Hz, **3 phase, 277/480** volts at 1800 RPM.
Generator includes standard equipment and accessories listed in the
attached bill of material.

Pricing Caterpillar List: **\$146,070.00 Plus Tax**
..... **Non Caterpillar Items: \$22,729.52 Plus Tax**
..... **Total: \$168,799.52 Plus Tax**

Sourcewell (Formally N.J.P.A.) Pricing: **\$123,517.82 Plus Tax**

Generator Start-up (Field test) (2 hour Load bank test) Included in sale quotation

Asco (Automatic Open transition transfer switch)

- Model: 300 Series
- 300 Series, Automatic Open Transition Transfer Switch
- 800 Amp**
- Service voltage / Hz: **480 Volt** / 60 Hz
- No. of switched poles: **3**
- Enclosure: Nema **3R**
- Neutral configuration: **Solid**
- Service: Three phase, 4 – wire
- Includes the following options: 11BE, 18RX & 125A

Pricing Transfer Switch Only **Total: \$9,325.56 Plus Tax**

NOTE: Estimated lead time for generator delivery 24 to 26 weeks



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 2 of 7

DATE: 08-05-24
Quotation Expires: 09-04-24

Bill of Material Generator Set

Generator and Attachments

Permanent magnet excitation
Generator M3115L41 frame
Space heater

Engine Control System

Electronic governor

Control Panel and Instrumentation

GCCP1.2 Auto-start control panel
Panel mounted audible alarm with mute
Contacts for common fault alarm signal
Contacts for generator set run signal
Generator running & fault relay
Remote annunciator (Shipped loose installed by others)
Ground fault relay
Output module
Input module

Protection System

800 Amp, LSI Single manual circuit breaker
SUSE decals and film

Exhaust System

Critical grade silencer system internally incorporated with enclosure

Fuel System

(24 Hour), Extended Tank dual wall, UL listed, Sub base fuel tank
Spill bucket, alarms
Spill containment
Flex fuel lines
Fuel level indicator
Fuel rupture alarm
Air cleaner
100 Amp load center & 20 Amp GFCI
External vent pipe extensions not included in sale quotation



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 3 of 7

DATE: 08-05-24
Quotation Expires: 09-04-24

Mounting and Enclosures

Vibration isolators, installed between generator set and base rails

Weather & Sound protective, enclosure (White & Black)

Fixed louvers

Enclosure lights

External stop button

Starting System

Batteries heavy duty

Starter

Charging System

120 vac - UL listed, 10 amp, battery charger

Charging alternator

Cooling System

Jacket water heater

Low coolant temp alarm

Low coolant level shutdown

Initial fill of coolant

Lube System

Initial fill of lube oil



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 4 of 7

DATE: 08-05-24
Quotation Expires: 09-04-24

Documentation

UL 2200 listed package generator set

IBC Certified

Operation and maintenance manual

Factory test reports

PSG Test Report @ 0.8 PF

Standard Test – Package Generator Set 0.8 PF

Shop prep

Standard Warranty

Delivery to jobsite

Offloaded (Not included in sale quotation)

First CVA service (Included in sale quotation)

Generator Start-up (Field test) (2 hour Load bank test) (Included in sale quotation)

Fire Marshal testing not included in sale quotation if required

PLEASE NOTE: No written specification's provided for quotation

VERY IMPORTANT NOTE: As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

DATE: 08-05-24

PAGE 5 of 7

Quotation Expires: 09-04-24

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California "Preliminary 20-day notice" applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction is for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

TERMS AND CONDITIONS

Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.

Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.

If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 6 of 7

DATE: 08-05-24
Quotation Expires: 09-04-24

Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.



QUOTATION

AWA14823-01

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 7 of 7

DATE: 08-05-24
Quotation Expires: 09-04-24

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: _____

Sales Representative: Allen Abramovitch

Cell: 805-431-3180

Office: 805-485-2171

Submitted By: Allen Abramovitch



ACCEPTED BY:

Company: _____

Signature: _____

Date: _____



**AGREEMENT BETWEEN
THE CASITAS MUNICIPAL WATER DISTRICT &
GHD INC.
FOR
MWPFP EMERGENCY GENERATOR & ATS REPLACEMENT
ENGINEERING DESIGN SERVICES**

THIS AGREEMENT is made and entered into this 14th day of August in the year 2024 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **District**, and **GHD, Inc.**, herein designated as the **Consultant**.

W I T N E S S E T H

WHEREAS, the District requested a Proposal for MWPFP Emergency Generator & ATS Replacement Engineering Design Services; and

WHEREAS, the Consultant submitted a Proposal dated July 16, 2024 for the anticipated scope of work for the MWPFP Emergency Generator & ATS Replacement Engineering Services; and

WHEREAS, Consultant is well qualified to complete the requested professional engineering services; and

WHEREAS, District desires to retain and Consultant is willing to provide the services requested.

NOW, THEREFORE, in consideration of the recitals above and their mutual promises, obligations, valuable consideration and covenants herein contained, the Parties hereby agree to abide by the following:

TERMS AND CONDITIONS

1. **TERM OF AGREEMENT.** The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, until the completion of all services by the Consultant and acceptance of those services and materials by the District or until June 30, 2025. The District reserves the right to extend the term of this Agreement for one year.

2. DATA FURNISHED BY District. For the purpose of aiding Consultant in the performance of its obligations under this Agreement, District has furnished Consultant with existing information which was indicated by District as being available and which Consultant had requested. Consultant shall apply reasonable caution in its use and interpretation of the data and shall promptly advise District of any suspected inaccuracies or omissions in the data that has been furnished, or may be furnished during the project. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of As Built drawings, furnished by District or third parties retained by District.

3. SCOPE OF SERVICES.

The scope of services is included in the Consultant's proposal attached as Exhibit A.

4. FEE FOR SERVICES. The District shall pay to the Consultant on a completed task basis for services requested by the District. The completed task unit cost shall be stated in the scope of work agreed to by the Parties and attached as Exhibit A. The task unit cost for services shall be the fully loaded cost and shall include all overhead costs, material costs and miscellaneous costs.

The total fee for services shall not exceed \$42,170.00 without the prior written consent of the District.

5. DELIVERABLES. The format, completion and delivery of work products shall be provided in the scope of work attached as Exhibit A.

6. PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the percentage of each task completed.

7. CHARGES FOR REVIEW OF BILLS. The Consultant shall not charge District for questions of billings under this Agreement. The Consultant shall answer all questions about billings to the satisfaction of District.

8. NO INTEREST, NO ATTORNEYS' FEES. No interest shall be charged on bills and each party will bear their own attorneys' fees and costs for any lawsuit or arbitration or other dispute resolution methodology arising out of this project.

9. CHANGES. Consultant shall provide engineering services as required by this Agreement without modification or changes to the hourly rate or any other extra compensation, excepting only changes authorized by a written change order signed by District and Consultant. Any change in the total compensation allowed for performance under this Agreement shall be accomplished only by such a change order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the work, and no claim that District has been unjustly enriched by any alteration or addition to work, whether or not there is, in fact, any unjust enrichment to the work, shall be the basis of any claim to any increase in the total compensation provided for in this Agreement. Should District request a change in the services covered by this

Agreement, Consultant shall not expend any time or money for the change until a written change order is prepared and signed by District and Consultant. Should Consultant expend time or funds without an executed change order, all costs therefore shall be the sole responsibility of Consultant. Once a change order is prepared and signed by both parties, it shall constitute a final settlement of all matters relating to the change which is the subject of the change order, including, but limited to, all direct and indirect costs associated with such change and any and all adjustments to the fee due the Consultant and the work schedule.

10. PROJECT SCHEDULE. Consultant understands the importance of accurate and timely completion of the required tasks. The project schedule shall be in the scope of work for each Task Order as agreed to by the Parties.
11. RESPONSIBILITY OF Consultant.
 - a) The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
 - b) Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all testing, analysis, inspection, reports, designs and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, inspection, testing, reports, designs, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
 - c) Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and the negotiated scope of work for each Task Order. Approval by District of analyses, inspection, testing, reports, designs and incidental engineering work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of its work. Neither District's approval or acceptance of, nor payment for, any of Consultant's services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - d) Consultant shall be and remain liable in accordance with applicable California law for damages to District caused by Consultant's negligent performance of any of the services furnished under this Agreement.
12. PERSONNEL. District requires the following project team members to work directly with the District until completion of the project. Consultant shall inform District immediately if any of the following personnel or staff listed in the proposal become unavailable for any reason prior to completion of their tasks:

Name

Role

Paul Hermann, PE
Mehdi Mardi, PE

Project Principal
Project Manager

In the event a change in any of the above-named personnel or staff listed in the proposal becomes necessary, Consultant shall promptly submit to the District the name and qualifications of the proposed replacement person(s). Consultant and District will then agree upon the selection of the replacement person(s) whose qualifications and expertise shall be at least equal to the person replaced. The penalty for replacement of personnel without permission of Casitas will be ten percent (10%) of the gross of the contract. Consultant agrees not to request an increase in the per-hour fee or any other compensation for such a change in personnel.

13. INSURANCE.

- a) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of Consultant or its subcontractors in connection with or related to the assessment services to be performed under this Agreement.
- b) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its subconsultants to maintain in full force and effect, workers' compensation insurance, including occupational disease provisions, as required by the laws of the State of California and employer's general liability insurance for all labor employed by them, directly or indirectly, in the performance of this Agreement.
- c) During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, public liability and property damage insurance naming United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers as additional insured, insuring against liability and claims for damages because of bodily injury, sickness or disease, death or injury to or destruction of tangible property arising out of or resulting from any work performed under this Agreement, whether such work is performed by Consultant or a subconsultant or by anyone directly or indirectly employed by them, or by anyone else for whose acts any of them may be liable. Such insurance shall include all major divisions of coverage and be on a comprehensive basis, including: (a) premises/operations; (b) independent contractor's protection; (c) products included in operations; (d) contractual (including Consultant's indemnity obligations for tort liability under this Agreement); (e) owned, non-owned and hired motor vehicles and other mobile equipment; and (f) broad form property damage endorsement, including completed operations. The limits of liability for such insurance shall be not less than \$1,000,000 per occurrence for public liability and \$1,000,000 per occurrence for property damage. Such insurance shall be issued by a responsible carrier or carriers acceptable to District. All such insurance shall be written on an occurrence basis and shall be primary and noncontributory. Consultant shall cause each of its subcontractors to procure, pay for and maintain in full force and effect during the course of this Agreement, public liability and property damage insurance

reasonably satisfactory to District and naming United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers as additional insured with respect to claims arising out of operations performed on behalf of Consultant for the consulting services covered by this Agreement.

The United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers.

- d) Worker's Compensation Insurance - by signature hereunder, Consultant certifies that they are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and they will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall maintain, and shall cause all subcontractors they may employ to maintain, adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Consultant and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning any work under this Agreement.

- e) Prior to the commencement of performance of any work under this Agreement, Consultant and its subconsultants shall furnish District with certificates of insurance in form and substance satisfactory to the District evidencing all of the insurance coverage required by paragraphs a. through c. above. All policies and certificates of insurance required under paragraphs a. through c. above shall expressly provide for no less than 30 days prior written notice to District in the event of a cancellation, non-renewal or expiration of the coverage.

14. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold United States Bureau of Reclamation, District, their officers, directors, employees, agents and volunteers, harmless from all loss, liability and expense from all third party tort claims and demands or liability if and to the extent caused by negligence or willful misconduct of Consultant, its subconsultants and employees whether such claims, demands or liability are caused by Consultant, Consultant's agents or employees, or subconsultants employed by Consultant, their agents or employees, or products installed on the project by Consultant or its subconsultant, excepting such loss, liability or expense as may be caused by District's negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injury, death or damage to property arising after completion of the project as well as during the work's progress. The

foregoing indemnification shall apply, without limitation, to bodily injury and property damage claims as well as to stop notices and monetary claims for labor, materials or equipment furnished in the performance of the professional services covered by this Agreement. In the event such liability, claims, actions, causes of action or demands are caused by the joint or concurrent negligence of more than one party, such liability shall be borne by each party in proportion to its own fault. The duty to defend shall not apply to professional liability claims.

15. ASSIGNMENT. Neither party may assign this Agreement or any payments due under this Agreement, either voluntarily or involuntarily, without the prior written consent of the other party. If and to the extent any assignment is authorized, it shall not be effective until the assignee signs a written agreement to be bound by all of the provisions of this Agreement, nor shall it relieve the assignor of its obligations under this Agreement unless the written consent to the assignment expressly states that the assignor shall be relieved.
16. TERMINATION. The District may, by written notice to Consultant, suspend or discontinue the performance of all work pursuant to this Agreement, and may terminate this Agreement, with or without cause after 15 calendar day's written notice from the date of mailing. In the event of a termination without cause, Consultant will be entitled to a reasonable portion of the lump sum fee for its services rendered prior to the effective date of the notice, but Consultant shall have no claim against District for loss of anticipated profits or other payment on account of services not yet performed and which are not thereafter performed by Consultant. In the event of a termination without cause, Consultant will submit a final invoice to District for all services rendered prior to termination within a reasonable time, not to exceed 45 days of the effective date of such notice. Any bills received after the expiration of the 45-day period need not be paid by the District.
17. OWNERSHIP OF DOCUMENTS. All plans, studies, sketches, reports, test data, and drawings, prepared by or for either party pursuant to this Agreement including copyright ownership shall be the property of District when Consultant has been compensated for all undisputed billings in accordance with this Agreement, whether the work for which they are prepared be executed or not. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, drawings pertaining to the facility, and all other material provided to assist Consultant in performing under this Agreement shall be delivered forthwith to District. However, nothing shall prevent Consultant from using intellectual property developed under this contract in other works. All documents, including, but not limited to, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments for service specific to this project. They are not intended nor represented to be suitable for reuse by District or others on extensions of the project or on any other project. Any reuse without the prior written verification or adaptation by District for the specific purpose intended shall be at District's sole risk.
18. GOVERNING LAW; PLACE OF SUIT. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed and prosecuted exclusively in Ventura County, California Superior Court.

19. SUBCONTRACTS. District has entered into this Agreement in order to receive the services of Consultant. The provisions of the Agreement shall equally apply to any subcontractor of Consultant. Consultant shall include in all subcontracts a clause making the terms of this Agreement binding upon the subcontract.
20. MONTHLY BILLINGS. Contractor shall not bill District more often than monthly during the term of this Agreement. Invoices shall fully define the work component completed, the hours spent on each task, the budget for each person in terms of cost and hours, the pay rate for the person assigned, the percentage of the task completed in terms of actual work remaining, and costs remaining until completion of the task at the time of billing. Each invoice shall also contain a purchase order number or task order number assigned and the invoice shall state the billing period. The invoice will be paid within thirty (30) days after the approval by the District Board of Directors.
21. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whomsoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by both parties.
22. OPINIONS OF COST AND SCHEDULE. Consultant's opinions on cost and schedule shall be made on the basis of available information and Consultant's expertise and qualifications as a professional. Consultant does not warrant or guarantee that its opinions on cost or schedule of current and future levels and events will not vary from Consultant's estimates or forecasts or from actual outcomes.
22. NOTICES. All communication, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party may be given or served by manual delivery to such party or an office thereof or by enclosing it in a sealed envelope and depositing it in the United State mail, postage prepaid, registered, and addressed to the respective parties as follows:

To District:
 Michael Flood, General Manager
 Casitas Municipal Water District
 1055 Ventura Avenue
 Oak View, CA 93022
 805.649.2251

To Consultant:
 Paul Hermann, PE, Project Principal
 GHD Inc.
 320 Goddard Way, Suite 200
 Irvine CA 92618
 949.648.5200

The effective date of all hand-delivered notices shall be the date of delivery. The effective date of all mailed notices shall be the second day following the deposit in the mail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CASITAS MUNICIPAL WATER DISTRICT

Secretary
Casitas Municipal Water District

By: _____
Casitas Municipal Water District

APPROVED AS TO FORM:

Dennis McNulty, Attorney
Arnold LaRochelle Mathews VanConas & Zirbel LLP

GHD Inc

By: _____

320 Goddard Way, Suite 200
Irvine, CA 92618
United States
www.ghd.com

Your ref:

Our ref:

July 16, 2024

Lindsay Cao
Sr. Project Manager
Casitas Municipal Water District

Re: Proposal for Engineering Services – Rincon treatment Plant Generator & ATS Replacement

Dear Mrs. Cao,

Thank you very much for the opportunity to help with another project for Casitas Municipal Water District.

Following the job site visit, talking to your team and collecting information about replacement of the existing Diesel-Generator and ATS, we have prepared the following:

Project Background

There is an existing 350kW genset at Rincon Treatment Plant (Figure 1 below) that is nearing the end of its useful life and has experienced frequent malfunctions in its operation in the last couple of years. There is also an existing ATS that is nearing the end of its useful life (Figure 2)



Figure 1



Figure 2

Scope of Work

CMWD is planning to replace this generator with a 450kW Diesel-Generator, along with the existing ATS; to be supplied by Caterpillar/Quinn. GHD is providing engineering services for temporary generator installation during the construction and then replacement of the Diesel Generator, ATS, along with the modifications of the existing electrical installation as required. The engineering design includes Civil, Structural, and Electrical. Our proposed Drawing List is shown on the following page.

Fee

The suggested fee for the proposed Scope of Work and assumptions stated within this proposal, on a time and material basis, is not to exceed **\$42,170**.

GHD appreciates the opportunity to be of service to Casitas Municipal Water District and truly values our relationship. We look forward to your response to this proposal and welcome any questions or comments you may have. Please feel free to contact the undersigned at any time to discuss.

Thank you for your consideration.

Regards,

Mehdi Mardi
Project Manager

D 949 585 5261
E, mehdi.mardi@ghd.com

Pau Herman
Principal – Water and Wastewater

D 1 949 585 5215
E paul.herman@ghd.com

Drawing List

Following is the list of the drawings to be produced:

DWG number	Drawing Name
G-01	Title sheet, Location Map and sheet Index
G-02	General notes
G-03	General symbols
CD-01	Site Demolition plan
C-01	Civil Construction notes and site plan
C-02	Site Civil Improvement
C-03	Civil Details
S-01	Structural Notes I
S-02	Structural Notes II
S-03	Foundation Location Plan
S-04	Foundation Structural Detail and Sections
ED-02	Electrical demolition plan
E-01	Electrical Legends, Symbols and Abbreviations
E-02	Electrical Site Plan
E-03	Electrical enclosure elevation
E-04	Electrical Grounding Plan
E-05	Single Line Diagram and Elevation
E-06	Electrical Details
E-07	Electrical Details
E-08	Electrical Plan-construction/Transition period

Specifications will also be provided for the stated disciplines, where relevant.

Submittals are at 50%, 100% and IFC design stages.

Fees

GHD has provided detailed fee table for deliverable, refer Appendix A.

Schedule date

Following project schedule is suggested.

Project schedule

<i>Submittal Package</i>	<i>weeks</i>
Kick off	1st
50%	4th
CMVD review	Two weeks
100%	8th
CMVD review	Two weeks
IFC	12 th

Exclusions & assumptions

- CMWD would apply for permits. GHD has not included any time for support but can do so upon request.
- Only 1 site visit is included for design stage. All other meetings will be virtual.
- Construction support is assumed to be 5 submittal reviews and 5 RFI reviews, only.
- Survey to be provided by others (District on-call or in-house)
- Schedule is based on the district providing all required information at or prior to kickoff

Project : Generator and ATS replacment
Job Site: Casitas, CA
 Anticipated hours and buget

Total Hours	Description	Design Eng		Sr Eng/QA-QC		Sr Eng		Design Eng		Sr Eng		Sr Eng/QA-QC		Budget (\$)
		Hours	\$/hours	Hours	\$/hours	Hours	\$/hours	Hours	\$/hours	Hours	\$/hours	Hours	\$/hours	
118	Drawings , activities & tasks	118		63		14		180		250		270		40770
	Projects management/Contingency					5						280		1400
	Total	118		63		19								42170

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE ENVIRONMENTAL CONSULTING SERVICES

DATE: 08/14/2024

RECOMMENDATION:

- Authorize the General Manager to issue Amendment No. 8 to Rincon Consulting, Inc., (Rincon) for professional engineering consulting services for the Ventura-Santa Barbara Counties Intertie for a total fee not to exceed \$66,112.80.

BACKGROUND AND DISCUSSION:

The Ventura-Santa Barbara Counties Intertie includes approximately 7,100 feet of 16-inch pipeline and a two booster pump stations (Del Mar Pump Plant and Red Mountain Pump Plant) to connect the Carpinteria Valley Water District (CVWD) and Casitas systems. Pipeline improvements are also needed at several locations along the Rincon Main to accommodate the project.

The majority of funding for the project is from the State of California through the Drinking Water State Revolving Fund (DWSRF) and the Additional Supplemental Appropriations for Disaster Relief Act (ASADRA). In recent discussions with staff of the State Water Resources Control Board (SWRCB), who administers the program, they have indicated the funding may be in jeopardy if significant progress is not made to complete the design and federal environmental compliance. To that end, the Board recently approved an agreement with Rincon Consultants, Inc. (Rincon) to prepare the federal Environmental Assessment (EA) and that effort is well underway, with US Bureau of Reclamation (USBR) as the lead agency. To expedite the completion of the design of all project components by the end of 2024, the design packages were separated and are being completed simultaneously to meet SWRCB milestones.

Through the ASADRA program, design costs are eligible for reimbursement, however, they cannot be incurred further back than the 2018 wildfire event to which the program was tied. The Agreement with SWRCB for the ASADRA funding can not be initiated until the environmental compliance is completed and the design is approved. These are anticipated to occur by the end of 2024. The Agreement itself may take six months to process with SWRCB.

The Board approved a Task Order with Rincon in February 2024 for National Environmental Policy Act (NEPA) compliance support in the amount of \$35,866.05. Additional environmental consulting services were identified during the design as a result of discussions with the two engineering firms, as well as ongoing meetings with USBR staff, for compliance with NEPA, as well as other permitting support. Rincon has provided environmental support services for the

project since its inception, and their familiarity with the project is critical to maintaining the project schedule.

A proposal was requested from Rincon for preparation of Oak Tree permit applications from Ventura and Santa Barbara Counties; updates to the cultural resources analysis in the EA as requested by USBR; National Pollutant Discharge Elimination System (NPDES) permits; and project Storm Water Pollution Prevention Plan (SWPPP). The fee proposal from Rincon is summarized in the following table:

Task	Description	Estimated Fee
6	Tree Permitting Assistance	\$26,695.80
7	Revisions to 2022 Cultural Resources Report	\$4,935.00
8	NPDES Permitting Assistance and SWPPP Preparation	\$24,358.00
9	Project Management	10,124.00
TOTAL		\$66,112.80

BUDGET IMPACT:

The budget for the fiscal year 2024-2025 includes \$540,000 for the project. With approval of this amendment to Rincon, approximately \$1.2 million will be encumbered, which includes the design and environmental services. A portion, approximately \$130,000, can be reimbursed through the IRWMP grant; the remainder will be submitted for reimbursement when the ASADRA Agreement is finalized as described above.

Attachment: Proposal from Rincon dated August 5, 2024



Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

August 5, 2024
Rincon Project No. 24-15742

Julia Aranda, Engineering Manager
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, California 93022
Via email: jaranda@casitaswater.com

Subject: Ventura-Santa Barbara Counties Intertie Project: Additional Services Proposal for Permitting Assistance and Cultural Resources Technical Study Revisions

Dear Ms. Aranda:

As requested by Casitas Municipal Water District (Casitas), Rincon Consultants, Inc. (Rincon) is providing this proposal for additional services, including permitting assistance and revisions to the 2022 Cultural Resources Technical Study, to support the Environmental Assessment for the Ventura-Santa Barbara Counties Intertie Project (project).

Scope of Work

Task 6 Tree Permitting Assistance

Rincon will complete tree surveys and prepare arborist reports to support protected tree permitting in Santa Barbara and Ventura Counties for the Intertie Pipeline, Del Mar Pump Plant, and Red Mountain Pump Plant portions of the project. Rincon prepared a draft arborist report in May 2023 for the Intertie Pipeline (formerly Phase 1A), which assessed trenching/ground disturbance impacts. Since then, the Intertie Pipeline project design has changed, and additional project components were added. The tree survey and reports will be completed in accordance with the Ventura County Non-Coastal Zoning Ordinance (NCZO) and Santa Barbara County Coastal Zoning Ordinance and Mitigation Measure (MM) BIO-8 from the 2022 Initial Study-Mitigated Negative Declaration.

Task 6.1 Arborist Survey

A Rincon International Society of Arboriculture (ISA) Certified Arborist (arborist), with support from an associate biologist, will conduct a survey of protected trees. The survey will include protected trees with a portion of their dripline within 20 feet of the project footprint. The survey will verify if additional trees need to be surveyed for the Intertie Pipeline due to project design changes and will include up to 75 protected trees in Del Mar and Red Mountain Pump Plant areas. The following information will be documented for each tree:

- Trunk location using a GPS device capable of submeter accuracy
- Species
- Diameter at standard height
- Number of trunks
- Tree height
- Vitality rating (A-excellent, B-average, C-fair, D-poor, F-dead/dying)



- Physical condition (i.e. damage caused by pathogens or insect pests or natural causes) and vigor (based on parameters such as new growth, leaf color, dieback, necrosis)
- Canopy spread (in eight cardinal directions)
- Representative photograph

The tree survey will include above-ground physical and horticultural evaluation only. Each protected tree will be assigned a unique identification number (continuing the number system from the draft arborist report) and a 1.25-inch round aluminum identification tag will be affixed to the most accessible side of the trunk using a nail. Trees will not be tagged where access is not feasible (i.e. due to poison oak or steep slopes or being on private property). The survey is anticipated to take one full 10-hour day and will include time for a GIS analyst to prepare the field collection data form and map.

Task 6.2 Arborist Reports

Rincon will coordinate with Casitas to review the tree survey data for project design purposes. A tree permit will not be required for Ventura County if tree root impacts are limited to 20 percent or less, which may also help expedite approval of a Coastal Development Permit (CDP) Exemption Application with Santa Barbara County.

Two separate Arborist Reports will be prepared that summarize the methods and results of the tree survey: one for the portion of the project within Ventura County and one for the portion of the project within Santa Barbara County. The reports will be prepared generally consistent with Ventura County's *Content Requirements for Arborist Reports*, as applicable to a ministerial tree permit, and Santa Barbara County's Coastal Zoning Ordinance and *A Planner's Guide to Conditions of Approval and Mitigation Measures*, respectively. The Arborist Reports will include:

- Project background
- Site observations
- Individual tree impact analysis
- A comprehensive table providing tree data including size, species, and general health
- Tree protection plan (TPP; consistent with Tree Form M5 for Ventura County)
- Tree location map including site plan, dripline, and Tree Protection Zone
- Tree photographs

Task 6.3 Santa Barbara County CDP Exemption Application

Impacting 20 percent or more of a tree's protection zone normally triggers a staff-level CDP. However, it is Rincon's understanding the project is exempt from this requirement for operations and maintenance activities under the Santa Barbara County Coastal Zoning Ordinance Article II Appendix C.II.B4. Rincon will prepare applicable materials for a CDP Exemption Application that will include the following:

- Arborist Letter Report and TPP (included in previous task)
- Protected tree GIS shapefiles
- CDP Exemption Application and fee coordination
- County coordination and one site visit



If a tree's protection zone will be impacted by 20 percent or more and mitigation is needed based on County direction, a Tree Mitigation Plan may be required which can be prepared under a separate scope of work.

Optional Task 6.4 Ventura County Ministerial Permit Support

If a tree's protection zone will be impacted by 20 percent or more, Rincon will prepare a Ministerial Tree Permit application package including:

- Ministerial Tree Permit Application (Tree Doc M)
- Site plan and color photos of protected trees (included in the arborist report)
- Application fee
- Arborist Letter Report and TPP (consistent with Tree Form M5)
- Arborist Verification of Tree Status (Tree Form M4) for trees impacted over 20 percent (estimated to be less than 20 trees)

Task 7 Revisions to the 2022 Cultural Resources Technical Report

Rincon prepared the following study in support of the project in 2022: *Ventura-Santa Barbara Counties Intertie Project Cultural Resources Technical Report*. In July 2024, comments were received on the report from the United States Bureau of Reclamation (USBR). Rincon will address comments on the report integrating guidance provided by the agency in a meeting held on July 31, 2024, with representatives from Casitas, Rincon, and USBR. Relevant guidance included but was not limited to adding additional historic context to the report to address the development of the Casitas system, updating the report with information recently included in the California Office of Historic Preservation Built Environment Resources Directory, and adequately addressing the potential significance of the Casitas system overall, as proposed to just that of the elements within the Area of Potential Effects.

Task 8 NPDES Permitting Assistance

Task 8.1 Discharge Permit Assistance

Rincon understands Casitas will pursue discharge of pipeline testing and excavation dewatering effluent via the State Water Resources Control Board (SWRCB) Waste Discharge Requirements (WDR) for Discharges to Land with a Low Threat Water Quality (Order No. 2003-0003-DWQ) (Discharge Permit). This permit is the National Pollutant Discharge Elimination System (NPDES) General Permit for this discharge. Rincon will submit the NOI to the Los Angeles Regional Water Quality Control Board (LARWQCB) on Casitas' behalf and will complete the following tasks:

- Compile sources of existing water quality data for groundwater and potable water that will be discharged for this project.
- Review sourced and provided laboratory analytical results of sampled groundwater and potable water to determine if the water data includes results for all constituents listed in NOI and any applicable Supplemental Requirements for non-potable water.
 - Tabulate and compare groundwater results to screening levels identified in the Supplemental Requirements for non-potable water.
 - If potable water and/or groundwater results do not comply with the screening levels identified in the NOI and Supplemental Requirements, Rincon shall immediately notify Casitas prior to proceeding with further work.



- Complete the NOI Form and all required supporting documents. Rincon assumes one round of review with edits and comments provided in a consolidated format (e.g., Microsoft Word tracked changes) by Casitas. Documents include the following:
 - NOI
 - Water Quality Data Tables
 - Discharge Monitoring Plan
- Provide support for coordination with Casitas and communications with LARWQCB staff. Our cost assumes eight hours of coordination.

Upon receipt of analytical reports for the groundwater to be dewatered and the potable water used for testing, Rincon will review the data and schedule a one-hour meeting to discuss the results during the following business week. If the water quality meets all requirements, Rincon will complete the draft NOI within three weeks of the meeting and finalize and submit it to the LARWQCB within one week of receipt of comments from Casitas.

Task 8.2 Construction Stormwater General Permit Assistance

Rincon understands the project will disturb more than 1 acre, and therefore is subject to the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities Order WQ 2022-0057-DWQ (CGP). Rincon will provide CGP-related services in compliance with the CGP, which are summarized below.

Task 8.2.1 SWPPP Preparation

A site-specific Storm Water Pollution Prevention Plan (SWPPP) will be developed by a QSD. The SWPPP will include pollutant source assessments and description of site-specific Best Management Practices (BMPs) implemented to reduce or eliminate stormwater pollution. The SWPPP will also include a Risk Level determination, site drawings and maps, and a Construction Site Monitoring Program. Rincon assumes one round of review with edits and comments provided in a consolidated format (e.g., Microsoft Word tracked changes) by Casitas. This task also includes one site visit and photo documentation necessary to compile the SWPPP.

Task 8.2.2 CGP NOI Preparation

Rincon will prepare the CGP NOI for the LARWQCB and CCRWQCB work areas. Rincon will provide support for coordination with Casitas and communications with LARWQCB, CCRWQCB, and Agency staff. Our cost assumes 10 hours of coordination.

Task 9 Additional Project Management

Rincon's contracted scope of work assumed a schedule of up to six months from notice to proceed, and up to four check-in meetings with Casitas. As the project enters its seventh month from notice to proceed, additional project management time is needed to cover routine communications, meetings with Casitas and USBR, and additional management activities. This task includes hours required for professional project management, such as for meetings to discuss process, scope, and approach issues, as well as regular communication and status updates.

Assumptions

- No more than 75 protected trees will be present within the study area.



- The arborist reports will exclude analysis of the Horizontal Directional Drill (HDD) portion of the project, as HDD is not anticipated to have impacts to trees due to the depth below the soil surface.
- The Santa Barbara County components are located within the coastal zone, but are anticipated to be exempt from staff-level CDP requirements based on direction from Casitas and because operations and maintenance activities are exempt under the Santa Barbara County Coastal Zoning Ordinance Article II Appendix C.II.B4.
- The project site is located outside of the California Coastal Commission's Appeals Jurisdiction (i.e., within 100 feet of a creek as identified by the Coastal Commission)
- The project involves improvements within a public right-of-way or public utility right-of-way. If a tree's protection zone will be impacted by 20 percent or more in Ventura County, the project would require a Ministerial Tree Permit per Sec. 8107-25.6 of the NCZO.
- Access to the project site will be provided by Casitas
- Casitas will provide clearance requirements for pruning and a geo-referenced site plan (CAD or GIS shapefile) showing the footprint of the permanent and temporary construction impacts, including but not limited to work and staging areas, trenching/excavation areas, and any other ground disturbing areas. Rincon understands Casitas is still in the process of finalizing the design plans, however, the arborist reports and permit packages will be prepared based on at least 90 percent design plans where major changes are not anticipated.
- This scope includes one round of revisions for each arborist report based on Casitas comments and County comments (up to 4 hours for each report for each round of reviews). Draft and final reports will be submitted electronically; no hard copies will be provided.
- Discharges requiring a permit will only occur in the project area under LARWQCB jurisdiction.
- Discharges in the small area in Santa Barbara County will be routed or otherwise transported to the LARWQCB area of the project for disposal under the permit there, or disposed of to an approved water treatment facility.
- Upon review, the LARWQCB approves use of the recommended General Permit for this Project.
- No new sampling and analytical work are necessary to prepare the NOI for the Discharge Permit.
- Potable water in the pipeline is sourced from a system that has been characterized to LARWQCB's satisfaction and the most recent water quality report will be made available to Rincon within one week after the request is made in writing.
- Analytical data demonstrates that the water meets the NPDES Application Supplemental Requirements for discharge to the receiving water.
- Groundwater data indicates that treatment is not required for discharge to land.
- Costs incurred due to a change in scope will be discussed with Casitas prior to implementation.
- Rincon understands the project will span two Regional Board boundaries, the LARWQCB and CCRWQCB.
- A single SWPPP will be developed to include both Regional Board work areas. However, two NOIs will be prepared.
- For NOI preparation, access to SMARTS will be provided to the Rincon QSD and Rincon Qualified SWPPP Partitioner (QSP).
- Casitas will pay the Discharge Permit and NOI application fees. If Rincon is requested to pay the application fee, it will be subject to Rincon markup rates as outlined in the on-call contract with Casitas.



Cost

The estimated cost for the additional scope of work is **\$66,112.80**, as shown in Table 1 below. The current approved contract value is **\$35,866.05**. Following approval of this additional scope of work, the total not-to-exceed project budget would be **\$101,978.85**.

Table 1 Cost Summary

Task	Estimated Cost
Task 6 Tree Permitting Assistance	\$26,695.80
Task 6.1 Arborist Survey	\$5,911.80
Task 6.2 Arborist Reports	\$11,355.00
Task 6.3 Santa Barbara County CDP Exemption Application	\$6,264.00
Task 7 Revisions to 2022 Cultural Resources Technical Report	\$4,935.00
Task 8 NPDES Permitting Assistance	\$24,358.00
Task 8.1 Discharge Permit Assistance	\$10,308.00
Task 8.2 Construction Stormwater General Permit Assistance	\$14,050.00
Task 8.2.1 SWPPP Preparation	\$9,100.00
Task 8.2.2 CGP NOI Preparation	\$4,950.00
Task 9 Additional Project Management	\$10,124.00
Total	\$66,112.80

Thank you for the opportunity to continue to work with Casitas to complete this project. If you have questions or require any additional information, please contact us.

Sincerely,
Rincon Consultants, Inc.

Nicholas Carter
Project Manager
843-714-1357
ncarter@rinconconsultants.com

Jennifer Haddow, PhD
Principal Environmental Scientist

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: REQUESTS FOR TEMPORARY METER EXTENSION – SAM HILL AND SONS (ACCOUNT NO. 97-91318-00) AND STAPLES CONSTRUCTION (ACCOUNT NO. 97-91319-00)
DATE: 08/14/2024

RECOMMENDATION:

- Approve the request from Sam Hill and Sons for a time extension for temporary water service, Account No. 97-91318-00
- Approve the request from Granite Construction for a time extension for temporary water service, Account No. 97-91319-00

DISCUSSION:

Temporary meter services for two customers are described in the following subsections. Per the District's Rates and Regulations for Water Service, temporary service may be provided for a maximum of six months unless approved by the Board of Directors.

Sam Hill and Sons. Sam Hill and Sons established temporary service on September 5, 2023, and expected service for six months. Their project completion was delayed due to the closure of Highway 150 caused by the hillside failure. Sam Hill and Sons has requested a time extension through the end of October.

Staples Construction. Staples Construction's temporary meter service was established October 5, 2023, for their use while constructing improvements for Caltrans along Highway 33. The project was delayed for a few months as Caltrans had funding issues. Staples just recently resumed working consistently. Staples has requested an extension for use of the temporary water meter, Account No. 97-91319-00, through the end of November.

Attachments:

- Sam Hill and Sons, Temporary Meter Application dated 9/5/23
- Staples Construction, Temporary Meter Application dated 10/3/23



APPLICATION AND AGREEMENT FOR TEMPORARY WATER SERVICE

The undersigned applicant hereby applies for temporary water service and agrees to pay for such service and abide by the "Rates and Regulations for Water Service" of Casitas Municipal Water District as such Rates and Regulations are established and/or revised from time to time. **Deposit funds will be applied and withheld for any damages to District facilities for which the customer is liable in accordance with the Rates and Regulations.**

BILLING INFORMATION

Company Name: Sam Hill & Sons Inc. Contact Person: Spencer Hill
Billing Address: P.O. Box 5670 City, State Zip: Ventura, CA 93005
Telephone No.: 805.644.6278 Email: Spencer@samhillandsons.com

SERVICE INFORMATION

Desired Date of Service: ASAP Today's Date: 9/5/2023
Location of Service: South East corner of Hwy 150 & Sulphur Mountain Rd.
Estimated Duration of Service: 6 months
Purpose: Irrigation Construction Other: _____
Meter Size: 2 1/2 inch Capacity: 300 gpm maximum
Pipeline Name: N/A Upper Ojai 3(m) main Station No.: N/A 48+87

APPLICABLE FEES AND CHARGES (EFFECTIVE 10/1/2018)

Monthly Charge	\$150.00	Installation Fee	\$100.00
Relocate Meter	\$100.00	Deposit	\$500.00
Volumetric Rate	\$4.00/HCF*	Total Received with Application	\$600.00

The undersigned acknowledges receipt of a copy of this Application for Temporary Water Service and excerpts from Casitas' "Rates and Regulations for Water Service" dealing with Temporary Water Service and that undersigned is: 1) the Applicant for Temporary Water Service or 2) the Agent of and authorized by the Applicant to execute this Application for Temporary Water Service.

X Spencer Hill
Signature of Applicant or Authorized Agent of Applicant

Received by Casitas: Date: 9/5/23 By: [Signature] Engineering Manager
Approved by Casitas: Date: 9-5-2023 By: Michael Shub Operations Representative
Date: 9/5/2023 By: [Signature] General Manager

Account No.: 97-9131800 S/O No. _____
*HCF - hundred cubic feet



POSTED
Start Date: 10/5/23
S/B 89514743
Sulphur mtw + Hwy 33

APPLICATION AND AGREEMENT FOR TEMPORARY WATER SERVICE

The undersigned applicant hereby applies for temporary water service and agrees to pay for such service and abide by the "Rates and Regulations for Water Service" of Casitas Municipal Water District as such Rates and Regulations are established and/or revised from time to time. Deposit funds will be applied and withheld for any damages to District facilities for which the customer is liable in accordance with the Rates and Regulations.

BILLING INFORMATION

Company Name: Staples Construction Co. Contact Person: David Bloom
Billing Address: 1501 Eastman Ave. City, State Zip: Ventura, Ca. 93003
Telephone No.: 805-501-4991 Email: dbloom@staplesconstruction.com

SERVICE INFORMATION

Desired Date of Service: 10/06/2023 Today's Date: 10/03/2023
Location of Service: Larmier St. / Spring St.
Estimated Duration of Service: 4- months
Purpose: Irrigation Construction Other: _____
Meter Size: 2 1/2 inch Capacity: 300 gpm maximum
Pipeline Name: ~~Oak View Main~~ Girl Scout Station No.: 249+27 *Sulphur mtw + 33*
Please select an alternate hydrant

APPLICABLE FEES AND CHARGES (EFFECTIVE 10/1/2018)

Monthly Charge	\$150.00	Installation Fee	\$100.00
Relocate Meter	\$100.00	Deposit	\$500.00
Volumetric Rate	\$4.00/HCF*	Total Received with Application	\$600.00

11+14

The undersigned acknowledges receipt of a copy of this Application for Temporary Water Service and excerpts from Casitas' "Rates and Regulations for Water Service" dealing with Temporary Water Service and that undersigned is: 1) the Applicant for Temporary Water Service or 2) the Agent of and authorized by the Applicant to execute this Application for Temporary Water Service.

DAVID STAPLES
Signature of Applicant or Authorized Agent of Applicant

Received by Casitas: Date: _____ By: Julia Aranda
Digitally signed by Julia Aranda
DN: cn=Julia Aranda, o=Casitas Municipal Water District,
ou=Engineering, email=jaranda@casitaswater.com, c=US
Date: 2023.10.04 10:31:58 -0700

Approved by Casitas: Date: 10-4-23 By: Michael Shields (see above note)
Date: 10/4/2023 By: M. Shields
Operations Representative
General Manager

Account No.: 97-91319-00 S/O No. 21038
*HCF - hundred cubic feet

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR APRIL 2024
DATE: MAY 22, 2024

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	1.44"	2.47"	2.20"
Water Year (WY: Oct 01 – Sep 30)	35.03"	42.16"	29.95"
Average station rainfall to date	22.54"	27.26"	20.59"

Ojai Water System Data

Wellfield production	84.48 AF
Surface water supplement	0.05 AF
Static depth to water surface – Mutual #6	0.00 feet (Artesian)
Change in static level from previous month	+ 6.70 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	8,265.1 AF
Diversion days this month	22
Total Diversions WY to date	34,779.4 AF
Diversion days this WY	114

Casitas Reservoir Data

Water surface elevation as of end of month	567.02 feet
Water storage last month	227,797 AF
Water storage as of end of month	237,814 AF
Net change in storage	+10,017 AF
Change in storage from same month last year	+64,727 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR MAY 2024
DATE: JUNE 26, 2024

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	0.06"	0.07"	0.33"
Water Year (WY: Oct 01 – Sep 30)	35.09"	42.23"	30.28"
Average station rainfall to date	22.72"	27.52"	20.86"

Ojai Water System Data

Wellfield production	114.90 AF
Surface water supplement	0.01 AF
Static depth to water surface – Mutual #6	14.11 feet
Change in static level from previous month	-14.11 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	200.30 AF
Diversion days this month	10
Total Diversions WY to date	34,979.7 AF
Diversion days this WY	124

Casitas Reservoir Data

Water surface elevation as of end of month	567.01 feet
Water storage last month	237,814 AF
Water storage as of end of month	237,788 AF
Net change in storage	- 26 AF
Change in storage from same month last year	+61,906 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JUNE 2024
DATE: AUGUST 14, 2024

RECOMMENDATION:

This item is presented for information only and no action is required. Data are provisional and subject to revision.

DISCUSSION:

Rainfall Data

	Casitas Dam	Matilija Dam	Thacher School
This Month	0.00"	0.00"	0.07"
Water Year (WY: Oct 01 – Sep 30)	35.09"	42.23"	30.35"
Average station rainfall to date	22.76"	27.56"	20.91"

Ojai Water System Data

Wellfield production	135.53 AF
Surface water supplement	0.00 AF
Static depth to water surface – Mutual #6	28.00 feet
Change in static level from previous month	-13.89 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversion this month	534.30 AF
Diversion days this month	30
Total Diversions WY to date	35,514 AF
Diversion days this WY	154

Casitas Reservoir Data

Water surface elevation as of end of month	566.81 feet
Water storage last month	237,788 AF
Water storage as of end of month	237,253 AF
Net change in storage	- 535 AF
Change in storage from same month last year	+61,100 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year



Casitas Municipal Water District
State Water Project - Interconnect Project Costs
As of 7/31/24

Project No:	Project Name:	Costs paid to date	Encumbered	Total Encumbered & Cost To Date
378	State Water Interconnect - Calleguas to Casitas	123,668	-	123,668
527	State Water Interconnect - Carpinteria to Casitas	3,176,684	1,186,301	4,362,985
606	State Water Interconnect - Ventura to Casitas	249,242	-	<u>249,242</u>
Project(s) Cost To Date:				<u><u>4,735,895</u></u>



**Casitas Municipal Water District
CFD 2013-1 Improvement Fund - Series B**

	Bonds Proceeds Received (1)	Interest Earned (2)	Expense (3)	Balance Series B (1)+(2)+(3)
2017 Subtotal	42,658,224	24,046	(36,886,093)	
TOTAL	42,658,224	24,046	(36,886,093)	5,796,177
2018 Subtotal	-	77,279	-	
TOTAL	42,658,224	101,325	(36,886,093)	5,873,456
2019 Subtotal	-	102,269	(1,486,814)	
TOTAL	42,658,224	203,594	(38,372,907)	4,488,910
2020 Subtotal	-	15,750	(4,405,000)	
TOTAL	42,658,224	219,344	(42,777,907)	99,661
2021 Subtotal	-	2	(99,663)	
TOTAL	42,658,224	219,346	(42,877,570)	0
2022 Subtotal	-	-	-	
TOTAL	42,658,224	219,346	(42,877,570)	0
2023 Subtotal	-	-	-	
TOTAL	42,658,224	219,346	(42,877,570)	0

**Casitas Municipal Water District
CFD 2013-1 Improvement Fund - Series C**

	Bonds Proceeds Received (1)	Interest Earned (2)	Expense (3)	Balance Series C (1)+(2)+(3)
2019 Subtotal	13,570,000	12,285	-	
TOTAL	13,570,000	12,285	-	13,582,285
2020 Subtotal	-	48,026	(1,362,972)	
TOTAL	13,570,000	60,311	(1,362,972)	12,267,340
2021 Subtotal	-	672	(4,812,723)	
TOTAL	13,570,000	60,983	(6,175,694)	7,455,289
2022 Subtotal	-	50,766	(3,708,377)	
TOTAL	13,570,000	111,749	(9,884,071)	3,797,677
2023 Subtotal	-	105,870	(3,110,333)	
TOTAL	13,570,000	217,619	(12,994,404)	793,215
2024 January		3,734	(34,007)	Project Reimbursement (December 2023)
February		3,216	(7,281)	Project Reimbursement (January 2024)
March		2,970	(631,914)	Project Reimbursement (February & March 2024)
April		2,751		
May		536		
June		556	(133,775)	Final Project Reimbursement (April-June 2024)
July		571		
August				
September				
October				
November				
December				
2024 Subtotal		14,333	(806,978)	
TOTAL	13,570,000	231,952	(13,801,382)	571

**Final Summary of Expenses
CFD 2013-1 Improvement Fund - Series B&C**

Purchase of Ojai System	34,481,628	
Extension Contract	366,372	
Meter Cost	2,038,094	
Received Project reimbursements:	19,792,858	
	56,678,951	
	-	
Total funds remaining for improvement Series B:		0
Total funds remaining for improvement Series C:		571
Total Funds Remaining		571
Projects Cost YTD:		19,829,267
Received Project reimbursements:		19,792,858
Total Project Variance:		36,409
Total Funds Remaining less pending Reimbursement:		-



**Casitas Municipal Water District
Final CFD 2013 - 1 Projects reimbursed
As of 7/31/2024**

Project No: Project Name:	Costs
400 Ojai System Masterplan	375,336
420 Sunset Place Pipeline Replacement	785,031
421 Cuyama, Palomar and El Paseo Roads Pipeline Replacement	2,170,277
422 South San Antonio Street and Crestview Drive Pipeline	89,258
423 West and East Ojai Avenue Pipeline Replacement	5,453,079
424 Running Ridge Zone Hydraulic Improvement	451,282
425 Well Rehabilitation Replacement	1,614,203
426 Valve & Appurtenance Replacement	1,136,797
427 Fairview Pipeline Replacement	527,850
428 Mutual Wellfield Pipeline	167,657
429 Grand Ave Pipeline	56,651
430 Signal Booster Zone Hydraulic Improvements	165,699
431 Emily Street Pipeline Replacement	1,055,085
432 Casitas-Ojai System Interties	78,159
522 Ojai Arc Flash Study	119,839
611 Mutual Replacement Well	438,973
411 Replace San Antonio #3 Well	29,760
506 Ojai SCADA UPS Units	11,448
509 Hypochlorite Tanks OS	24,187
511 Ojai Wellfield Cla-Vals	4,274
512 Well Monitoring Upgrades 07/2018	1,521
514 Ojai Wellfield Mag Meters 07/2018	18,877
433 Ojai 12" pipeline replac	2,014,906
434 Heidelberger PP Ret. Wal	148,381
435 Plesant Ave/Daily Rd Pip	62,645
436 OWS Tank/Valt Fall Impro	23,274
437 Wellfield VFDs	436,715
438 Lion St PL/ Fairview Conn	762,333
646 OWS Arbolada Tank	64,982
673 Mutual Well #7	1,500,357
674 San Antonio Filter Upgrade	26,265
706 Wellfield Eqpt & Hardware	4,995
746 Foothill Pipeline	9,172
Project(s) Cost To Date:	<u>19,829,267</u>

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
07/31/24**

Type of Invest	Institution	CUSIP	Date of Maturity	Original Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Home Loan Bank	3133ERFJ5	5/20/2027	\$848,530	\$858,169	4.500%	6/18/2024	8.80%	1010
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,025,110	\$979,620	2.700%	5/10/2017	10.04%	340
*TB	US Treasury Note	912797KZ9	8/27/2024	\$713,127	\$722,238	5.190%	5/8/2024	7.40%	27
*TB	Farmer MAC	31315PYF0	5/2/2028	\$512,355	\$480,820	2.925%	11/20/2017	4.93%	1352
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$940,311	\$726,769	5.400%	5/9/2016	7.45%	613
*TB	Farmer MAC	3133EEPH7	2/12/2029	\$480,251	\$453,713	2.710%	11/20/2017	4.65%	1632
*TB	Federal National Assn	3135G0K36	4/24/2026	\$2,532,940	\$2,408,450	2.125%	7/6/2010	24.69%	624
*TB	Federal National Assn	3135G0ZR7	9/6/2024	\$1,488,050	\$1,391,010	2.625%	5/25/2016	14.26%	36
*TB	US Treasury Note	912797LC9	11/7/2024	\$730,893	\$739,575	5.260%	5/8/2024	7.58%	97
*TB	US Treasury Note	912797KD8	8/29/2024	\$990,956	\$995,900	5.310%	6/28/2024	10.21%	29
Total in Gov't Sec. (11-00-1055-00&1065)				\$10,262,523	\$9,756,263			99.96%	
Total Certificates of Deposit:				\$0	\$0			0.00%	
**	LAIF as of 7/31/2024: (11-00-1050-00)		N/A	\$496	\$496	3.36%	Estimated	0.01%	
***	COVI as of 7/31/2024: (11-00-1060-00)		N/A	\$3,150	\$3,150	3.59%	Estimated	0.03%	
TOTAL FUNDS INVESTED				\$10,266,169	\$9,759,909			100.00%	
Total Funds Invested last report				\$10,266,169	\$9,688,490				
Total Funds Invested 1 Yr. Ago				\$11,660,920	\$10,652,828				
****	CASH IN BANK (11-00-1000-00) EST.			\$6,243,155	\$6,243,155				
	CASH IN Custody Money Market			\$136,595	\$136,595				
TOTAL CASH & INVESTMENTS				\$16,645,919	\$16,139,660				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$15,307,595	\$14,299,503				

- *CD CD - Certificate of Deposit
- *TB TB - Federal Treasury Bonds or Bills
- ** Local Agency Investment Fund
- *** County of Ventura Investment Fund
- Estimated interest rate, actual not due at present time.
- **** Cash in bank

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.
All investments were made in accordance with the Treasurer's annual statement of investment policy.



**Casitas Municipal Water District
Adjudication Charge Summary Report**

	FY2021	FY2022	FY2023	FY2024	Total									
Revenue	(584,095)	(580,963)	(576,000)	(571,394)	(2,312,453)									
Expenses														
Legal	168,555	375,771	109,237	77,614	731,177									
Other Pro Fees	125,175	237,578	38,440	60,305	461,499									
Bank Fees/ Bad Debt	130	366	-	-	496									
Net Total	(290,234)	32,752	(428,324)	(433,475)	(1,119,281)									
Cash Collected	484,014	571,777	527,845	677,295	2,260,930									
Cash Disbursed	(251,637)	(642,205)	(139,074)	(176,934)	(1,209,850)									
Accounts Payable	(42,224)	23,699	11,827	(5,018)	(11,716)									
Accounts Receivable	100,081	13,977	27,726	(61,868)	79,917									
Net Total	290,234	(32,752)	428,324	433,475	1,119,281									
	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	YTD	
	July	August	September	October	November	December	January	February	March	April	May	June		
Revenue	5	-	-	-	-	-	-	-	-	-	-	-	(2,312,448)	
Expenses														
Legal	-	-	-	-	-	-	-	-	-	-	-	-	731,177	
Other Pro Fees	-	-	-	-	-	-	-	-	-	-	-	-	461,499	
Bank Fees/ Bad Debt	-	-	-	-	-	-	-	-	-	-	-	-	496	
Net Total	5	-	-	-	-	-	-	-	-	-	-	-	(1,119,276)	
Cash Collected	26,222	10,254	-	-	-	-	-	-	-	-	-	-	2,297,406	
Cash Disbursed	-	-	-	-	-	-	-	-	-	-	-	-	(1,209,850)	
Accounts Payable	11,716	-	-	-	-	-	-	-	-	-	-	-	0	
Accounts Receivable	(37,943)	(10,254)	-	-	-	-	-	-	-	-	-	-	31,720	
Net Total	(5)	-	-	-	-	-	-	-	-	-	-	-	1,119,276	
Note: Data as of 8/06/2024	(0.00)	-	-	-	-	-	-	-	-	-	-	-	1,087,557	



Consumption Report

Water Sales FY 2023-2024 (Acre-Feet)

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2023/ 2024	2022/ 2023
													Total	Total
AD Ag-Domestic	293	212	227	224	174	113	17	11	19	28	151	220	1,687	2,005
MAD Ag-Domestic Multi	9	9	7	9	7	4	0	0	0	1	5	8	60	85
AG Ag	181	120	134	161	117	61	12	10	18	16	75	109	1,014	1,294
C Commercial	83	78	68	73	51	37	25	21	30	34	58	64	623	722
DI Interdepartmental	20	19	20	15	12	3	5	2	2	2	16	14	129	81
F Fire	-	-	0	-	-	-	0	0	0	0	0	0	0	0
I Industrial	2	2	2	2	2	1	1	2	2	1	1	1	19	16
OT Other	26	21	23	22	14	10	6	4	6	10	13	19	174	189
R Residential	206	200	198	191	155	133	90	78	93	95	160	173	1,773	1,767
RM Residential Multi	28	29	29	28	26	25	17	15	17	17	24	24	280	280
RS - P Resale Pumped	6	5	7	5	2	2	1	23	11	20	2	6	90	564
RS - G Resale Gravity	50	46	37	138	172	102	33	114	101	108	69	156	1,126	1,178
TE Temporary	3	2	8	2	4	0	0	0	0	0	0	1	20	17
Total	906	744	759	869	736	491	207	280	300	332	576	795	6,994	8,198
CMWD	748	587	601	714	610	383	137	220	226	252	454	665	5,597	6,753
OJAI	159	157	158	155	126	108	70	59	73	79	122	130	1,397	1,445
Total 2022 / 2023	1,141	1,342	1,359	1,034	638	356	281	205	185	352	592	712	N/A	8,198



July 29, 2024 Submitted/August 05, 2024 Signatories Updated

The Honorable Buffy Wicks
 Chair, Assembly Committee on Appropriations
 1021 O Street, Suite 8140
 Sacramento, CA 95814

RE: SB 1255 (Durazo): Water Rate Assistance Program (June 19 Version)
POSITION: OPPOSE UNLESS AMENDED

Dear Chair Wicks:

The Association of California Water Agencies (ACWA) and the undersigned organizations have an “Oppose-Unless-Amended” position on SB 1255. This bill proposes to require retail water suppliers with more than 3,300 residential connections to implement a water low-income rate assistance (LIRA) program. We agree with the intent of the bill. **However, SB 1255 would create fiscal uncertainties, and the proposed approach would not allow for successful implementation of the program. ACWA and the undersigned organizations urge the Assembly**

SACRAMENTO 910 K Street, Suite 100, Sacramento, CA 95814 • (916) 441-4545
 WASHINGTON, D.C. 400 North Capitol Street NW, Suite 357, Washington, DC 20001 • (202) 434-4760

www.acwa.com

Committee on Appropriations to hold the bill unless it is amended as suggested in ACWA's mockup (attached). Following are examples of concerns.

Uncertain Funding Levels – The bill would rely on **voluntary contributions** from ratepayers who would not receive the assistance. **The funding (i.e., total amount of the contributions) for any public water agency's SB 1255 program would be completely uncertain.**

"Voluntary" Contributions (Opt-Out) [Section 116932 (c)(d)(e)] – The bill proposes an "opt-out" approach with notice, but many ratepayers would likely not see the notice (e.g., if their water bills are on automatic payment). So many noneligible **ratepayers would be charged the "voluntary" contributions when they were not aware they could opt out.** This would set up a negative reputation for the program from the start. Customers could opt out and seek refunds, but that would create even more funding uncertainty. ACWA is suggesting an "opt-in" approach.

Funding Conundrum (Administrative Costs) [Section 116931 (c)(2)] – Beginning July 1, 2027, the bill would cap administrative costs for the program at not greater than ten percent of the voluntary contributions. This cap would not work because of the uncertain funding amount. As an example, to have the cost covered for one position to administer this program (e.g., \$70,000 salary plus \$30,000 in benefits), the agency would have to receive over \$1,000,000 in voluntary contributions each year, which is highly unlikely for many public water agencies. Agencies could not use rate revenue from noneligible ratepayers to cover the difference because that would violate Proposition 218 (the State Constitution). This provision needs to be deleted.

Communities with Many Ratepayers Just Above Eligibility – Residential ratepayers with an annual household income of no greater than 200 percent of the federal poverty guidelines would be eligible for assistance. ACWA agrees with that threshold. However, funding the proposed rate assistance program would be extremely challenging for communities where many of the noneligible ratepayers have annual household incomes that are not much above the eligibility threshold.

Application of Bill Credit – Drinking Water Not Wastewater [Section 116931 (b)(2)] – **SB 1255 should limit the bill credit to drinking water charges and not apply it to wastewater charges.** SB 1255 would provide that if wastewater charges were on the same bill as drinking water charges, the bill credit would have to be applied for the wastewater charges also. This aspect is problematic. For example, some public water agencies provide drinking water service to all of their customers and wastewater services to some of their customers, etc. There is an **equity issue** if some customers receive a credit for wastewater charges and some customers (who are billed only for drinking water on the water bill) do not receive that additional credit.

Use of Arrearage Data - Needs Assessment [Section 116772 (c)(2)(A) and (B)] – **The bill should not require the collection and use of arrearage data to estimate what funding is needed for a LIRA program for community water systems with fewer than 3,300 connections. Arrearages are not a good basis for estimating this funding need.** Arrearages for nonpayment exist for



multiple reasons. Some ratepayers with high incomes may have not paid their bills, and there will be ratepayers with low incomes who have paid their water bills and do not have arrearages, etc. ACWA suggests that the State use existing **income** information the State has and estimate the number of low-income ratepayers for these systems.

Incomplete Process - The bill was **amended in the second house on June 3 to propose a major new program** – a water LIRA program. **No Senate policy committee has heard the proposal, and the Senate Appropriations Committee has not heard the proposal.**

There can be a workable and efficient State water LIRA program in California. However, **ACWA and the undersigned organizations have serious concerns that SB 1255 cannot be successfully implemented.** ACWA and the undersigned organizations remain opposed to SB 1255 unless it is amended as suggested in the attached mockup. We urge your “NO” vote when the Assembly Committee on Appropriations hears the bill. If you have any questions, please contact ACWA Deputy Executive Director, Cindy Tuck at (916) 669-2388 or at cindy@acwa.com.

Sincerely,

Cindy Tuck
Deputy Executive Director
Association of California Water Agencies

Ernesto A. Avila
Board President
Contra Costa Water District

David J. Coxey
General Manager
Bella Vista Water District

John Bosler
General Manager/CEO
Cucamonga Valley Water District

Kristine McCaffrey
General Manager
Calleguas Municipal Water District

Joe Mouawad, P.E.
General Manager
Eastern Municipal Water District

Michael Flood
General Manager
Casitas Municipal Water District

Bruce Kamilos
General Manager
Elk Grove Water District

Bruce Houdesheldt
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City of Roseville

Nicholas Schneider
General Manager
Georgetown Divide Public Utility District

Brian M. Olney
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Helix Water District

Hannah Davidson
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Jennifer Cusack
Director of Public and Government Affairs
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Patrick Kaspari
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Paul E. Shoenberger, P.E.
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Justin Scott-Coe
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Jason Martin
Interim General Manager
Rancho California Water District

Dan Denham
General Manager
San Diego County Water Authority

James Prior
General Manger
San Gabriel County Water District

Paul Helliker
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San Juan Water District

Matt Stone
General Manager
Santa Clarita Valley Water Agency

Charles Wilson
Executive Director
Southern California Water Coalition



Sean Barclay
General Manager
Tahoe City Public Utility District

Sheryl Shaw, P.E.
General Manager
Walnut Valley Water District

Jose Martinez
General Manager
Valley County Water District

John Thiel
General Manager
West Valley Water District

Craig D. Miller, P.E.
General Manager
Western Municipal Water District

Attachment: Mockup: *ACWA Recommended Amendments to SB 1255 (Durazo)* (Starts on Page 6)

cc: The Honorable Maria Elena Durazo
Honorable Members, Assembly Committee on Appropriations
Jacqueline Kinney, Consultant, Assembly Committee on Appropriations
Gino Folchi, Consultant, Assembly Republican Caucus

ATTACHMENT

Association of California Water Agencies Recommended Amendments to SB 1255 (Durazo) – June 19, 2024 Version

Inserts Shown with Red Underscore and Bold
Deletions Shown with Red Strikeout and Bold
June 25, 2024

SECTION 1.

The Legislature finds and declares all of the following:

(a) Existing state law declares that it is the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

(b) In 2015, the Legislature passed Assembly Bill 401 (Chapter 662 of the Statutes of 2015) that required the State Water Resources Control Board to develop a plan, informed by the public and the State Board of Equalization, for statewide low-income rate assistance for water.

(c) In 2020, the state board released a report pursuant to Assembly Bill 401, which is entitled "Recommendations for Implementation of a Statewide Low-Income Water Rate Assistance Program," that found that it would take over \$140,000,000 annually to create a low-income water rate assistance program.

(d) However, the cost of water has continued to rise, outpacing the rate of inflation and putting too many California families at risk of water shutoffs.

(e) Many larger systems in California could provide ratepayer assistance, but are limited by Proposition 218. The Legislature should develop tools for larger water systems to provide more assistance to ratepayers without violating Proposition 218.

(f) Further, the options available to aid small water systems vary from those available to larger water systems, and include ongoing operations and maintenance assistance for some systems that serve all or nearly all low-income households.

(g) Therefore, to inform future legislation, the state board should develop regularly updated data on resources needed to support small water systems to guide the creation of a future program to fulfill the right of customers of these systems to affordable drinking water ~~and wastewater~~.

SEC. 2.

Section 116772 of the Health and Safety Code is amended to read:

116772.

(a) (1) By January 1, 2021, the board, in consultation with local health officers and other relevant stakeholders, shall use available data to make available a map of aquifers that are at high risk of containing contaminants that exceed safe drinking water standards that are used or likely to be used as a source of drinking water for a state small water system or a domestic well. The board shall update the map annually based on new and relevant data.

(2) The board shall make the map of high-risk areas, as well as the data used to make the map, publicly accessible on its internet website in a manner that complies with the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). The board shall notify local health officers and county planning agencies of high-risk areas within their jurisdictions.

(b) (1) By January 1, 2021, a local health officer or other relevant local agency shall provide to the board all results of, and data associated with, water quality testing performed by a laboratory that has accreditation or certification pursuant to Article 3 (commencing with Section 100825) of Chapter 4 of Part 1 of Division 101 for a state small water system or domestic well that was collected after January 1, 2014, and that is in the possession of the local health officer or other relevant local agency.

(2) By January 1, 2022, and by January 1 of each year thereafter, all results of, and data associated with, water quality testing performed by a laboratory that has accreditation or certification pursuant to Article 3 (commencing with Section 100825) of Chapter 4 of Part 1 of Division 101 for a state small water system or domestic well that is submitted to a local health officer or other relevant local agency shall also be submitted directly to the board in electronic format.

(c) (1) On or before July 1, 2026, and on or before July 1 of each three years thereafter, the board, in consultation with the advisory group established pursuant to Section 116768.5 and appropriate stakeholders, shall update the needs analysis of the state's public water systems to include an assessment of the funds necessary to provide a 20-percent bill credit for low-income households served by community water systems with fewer than 3,300 service connections and for community water systems with fewer than 3,300 service connections to meet the affordability threshold established pursuant to Section 116769.

(2) To develop this assessment, the board shall do all of the following for community water systems with fewer than 3,300 connections:

(A) Obtain income information from one or more State agencies that have the income information as to which ratepayers for those systems have an annual household income that is no greater than 200 percent of the federal poverty guideline level. Collect arrearage data from water systems not regulated by the Public Utilities Commission and request data from the Public Utilities Commission on those systems they regulate.

~~(B) Estimate the number of households in need of assistance using arrearage data as well as information provided by the United States Census Bureau or other comparable data source.~~

~~(B)(C) Identify available data on water rates charged by those community water systems with fewer than 3,300 service connections.~~

~~(C)(D) Report the number of those systems for which the rates data was unavailable. Where data is unavailable for a water system, use an average of existing data to estimate the level of need for that system.~~

SEC. 3.

Chapter 6.5 (commencing with Section 116930) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6.5. Water Rate Assistance Programs

116930.

For purposes of this chapter, the following definitions apply:

(a) "Affordability programs" means any of the following programs:

(1) CalWORKs.

(2) CalFresh.

(3) General assistance.

(4) Medi-Cal.

(5) Supplemental Security Income or the State Supplementary Payment Program.

(6) California Special Supplemental Nutrition Program for Women, Infants, and Children.

(7) California Alternate Rates for Energy program.

(8) Family Electric Rate Assistance program.

(b) “Available information” means any of the following:

(1) Information provided pursuant to an agreement entered into pursuant to Section 116933 for the purposes of documenting the residential ratepayer’s participation in an affordability program.

(2) A benefits award letter provided by the residential ratepayer documenting that the customer is an enrollee in, or is a recipient of, an affordability program.

~~*(3) Self-certification of eligibility, under penalty of perjury, by the residential ratepayer.*~~

(c) “Balancing account” means a reserved amount of sufficient funding to address fluctuations in voluntary contributions received or changes in eligible ratepayers, not to exceed 25 percent of the annual expenditures of the program.

(d) “Crisis assistance” means direct bill credits to accounts of eligible ratepayers to reduce accrued arrearages.

(e) “Eligible ratepayer” means a low-income residential ratepayer with an annual household income that is no greater than 200 percent of the federal poverty guideline level.

(f) “Program” means a water rate assistance program established pursuant to this chapter.

(g) “Qualified system” means any retail water supplier that serves over 3,300 residential connections.

(h) “Residential ratepayer” means an accountholder of a qualified system who resides in a single-family or multifamily residence and who receives a bill from a qualified system for water service.

(i) “State board” means the State Water Resources Control Board.

(j) “Voluntary contributions” means funds voluntarily remitted by ratepayers to qualified systems that are not derived from fees or assessments pursuant to Section 4 or 6 of Article XIII D of the California Constitution.

116931.

(a) On or before July 1, 2027, a qualified system, other than a system meeting the requirements of subdivision (f), shall establish a program meeting the minimum requirements of subdivision (b) and begin providing water rate assistance to eligible ratepayers in compliance with this chapter.

(b) A program offered pursuant to this chapter shall, at a minimum, include both of the following:

(1) Automatic enrollment of eligible ratepayers if available information indicates that they are qualified to receive assistance.

(2) (A) Provision of a bill credit for eligible ratepayers of no less than 20 percent of the ~~drinking total~~ water charges, ~~and, if present on the bill, wastewater charges~~, for a volume of water approximately similar to that identified in Section 10609.4 of the Water Code or, if the eligible ratepayer uses less, the actual volume used. In the event there is not sufficient funding, including any balancing account funds, to support a 20-percent bill credit, the program shall provide the maximum bill credit available that funding is able to support, unless the maximum bill credit available that funding is able to support is less than 10 percent, in which case the qualified system shall instead provide crisis assistance to the extent funds are available consistent with subdivision (j). The bill credit may be applied pursuant to subparagraph (B).

(B) The qualified system may select the element or elements of the drinking water charges, pursuant to subparagraph (C), upon which the bill credit is applied or may elect to provide a bill credit as a set percentage of the total water bill, provided that the total bill credit is equivalent in value to the bill credit required by this paragraph.

(C) Element, or elements, of the drinking water charges upon which the bill credit may be applied include, but are not limited to, the fixed, volumetric, or fixed and volumetric charges levied by the system.

(c) (1) On or before September 1, 2026, for the reasonable costs associated with the administration of this chapter and to establish ~~initial~~ program funding, a qualified system may begin collecting voluntary contributions. Reasonable costs include administrative costs associated with this chapter and for providing notice to ratepayers pursuant to this chapter.

~~(2) Beginning July 1, 2027, the reasonable costs associated with the administration of this chapter shall not exceed 10 percent of voluntary contributions collected pursuant to this section.~~

(d) In establishing a program pursuant to this section, a qualified system may establish a balancing account to manage fluctuations in voluntary contributions and the granting of bill credits to eligible ratepayers.

(e) This section does not require a qualified system to use funds other than voluntary contributions collected pursuant to Section 116932 to provide rate assistance to eligible ratepayers or to pay for associated administrative costs. A qualified system may use other funds available for this purpose that are not derived from fees or assessments pursuant to Section 4 or 6 of Article XIII D of the California Constitution.

(f) (1) Any qualified system that offers an existing water rate assistance program on or before September 1, 2026, that meets the minimum enrollment and bill credit requirements specified in subdivision (b) by July 1,

2027, shall not be required to comply with this chapter, but may collect voluntary contributions pursuant to Section 116932 to supplement or expand the existing program or to provide crisis assistance. **If an existing water rate assistance program of a qualified system no longer meets the minimum enrollment and bill credit requirements specified in subdivision (b), the qualified system shall meet the requirements pursuant to Section 116931 and Section 116932 within 2 years.**

(2) Nothing in this chapter shall prohibit a qualified system from offering assistance to residential ratepayers that does either, or both, of the following:

(A) Provides a greater bill credit benefit.

(B) Exceeds the definition of low income as specified in this chapter for ratepayer eligibility.

(3) [PLACEHOLDER FOR REFINEMENTS AND/OR POSSIBLE ADDITIONAL OPTION(S) FOR OTHER EXISTING PROGRAMS.]

(g) Any public water system that is not a qualified system may collect voluntary contributions to fund a water affordability program, but is not required to comply with this chapter.

(h) A qualified system may require verification of eligibility from a sample of enrolled eligible ratepayers on an annual basis **or less frequently** to verify the ratepayer's low-income status and eligibility for assistance. A qualified system may remove any ratepayers found to not be eligible for assistance from this program.

(i) A qualified system shall continue to have a program pursuant to this chapter as long as there is sufficient funding available pursuant to Section 116932 to provide water rate assistance or crisis assistance, pay for the qualified system's reasonable costs for administration of the program, and establish a balancing account if the qualified system chooses to do so.

(j) (1) If, after three months of accepting voluntary contributions, the qualified system can demonstrate there will not be sufficient funds to support a program at a minimum of a 10-percent discount or five dollars (\$5) per month, whichever amount is greater and adjusted for the consumer price index after July 1, 2027, and pay for the qualified system's reasonable costs for administration of the program, the system shall instead use the collected contributions to provide **ongoing** crisis assistance and pay for the qualified system's reasonable costs for administration of crisis assistance. Crisis assistance shall be offered on or before July 1, 2027. **When funding is available that exceeds the administrative costs, c**Crisis assistance shall be offered to eligible ratepayers, at a minimum, when a qualified system provides notice pursuant to Section 116908 or when the eligible **ratepayer customer** contacts the qualified system about a delinquent account. **For this purpose, a delinquent account means an account that is 90 days past due.**

(2) Crisis assistance shall only be provided to an eligible ratepayer once per year and limited to an amount determined by the qualified system, taking into account the overall past due amount and available funding. To the extent the amount of crisis assistance provided does not eliminate an eligible ratepayer's arrearages, the ratepayer **may** enter into an amortization agreement, alternative payment schedule, or plan for deferred or reduced payment, pursuant to Section 116910, to be eligible for crisis assistance.

116932.

(a) On or before September 1, 2026, a qualified system **offering a program pursuant to this chapter** shall provide an opportunity for each ratepayer of the system **who has opted in pursuant to this section** to provide a voluntary contribution as part of the ratepayer's water bill to provide funding for the qualified system's program.

(b) A qualified system shall establish a recommended voluntary contribution amount **on the bill of each for** ratepayers other than an eligible ratepayer based on available information as of July 1, 2026, at a level intended to raise sufficient funding to provide a bill credit to eligible ratepayers pursuant to paragraph (2) of subdivision (b) of Section 116931, pay for the qualified system's administrative costs to implement this chapter beginning January 1, 2025, and establish a balancing account if the qualified system chooses to do so. When setting the recommended voluntary contribution, a qualified system shall assume that **XX60** percent of ratepayers other than eligible ratepayers will **opt in to providing** the contribution. **After January 1, 2028** **On or before July 1, 2027**, a qualified system may adjust the **recommended** voluntary contribution, as necessary, considering the previous year's actual participation rate. The recommended voluntary contribution shall not exceed 5 percent of the charges for **drinking** water **and wastewater** on the water bill for any residential ratepayer.

(c) **On or before July 1, 2026, A bill from** a qualified system shall **identify the option to opt in to providing a label** the voluntary contribution in a way that describes the purpose of the funds. The qualified system shall notify their ratepayers of the **option to provide a** voluntary contribution and, in a visually accessible manner and using clear and unambiguous language, shall provide each ratepayer the option and method of opting **in to out of** providing the voluntary contribution **at least three months prior to beginning collection of the voluntary contribution**, and thereafter on at least an annual basis. **If a ratepayer opts in to providing the voluntary contribution, the v**Voluntary contributions shall commence on the qualified system's subsequent billing cycle **following from** the **ratepayer's opt in notice**. The qualified system may choose to include alternative amounts for contributions. A qualified system shall also provide this information on its internet website in English, the other languages listed in Section 1632 of the

Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area.

*(d) A ratepayer **who opts in to providing a voluntary contribution** may opt out of the voluntary contribution at any time in a manner that may be specified by the qualified system and shall be included in the notice in subdivision (c), with voluntary contributions terminating on the qualified system's subsequent normal billing cycle **following the opt out and no longer appearing on the ratepayer's bill.***

*(e) A ratepayer **who opts in to providing a voluntary contribution but subsequently opts out** may only request a refund for contributions made since the ~~ratepayer opted out~~**last notice of opportunity to opt out of the program was provided or for the period of the last billing cycle prior to the date the ratepayer opts out, whichever time period is greater.** Qualified systems may provide refunds in the form of a bill credit.*

(f) A qualified system shall not sanction, take any enforcement or collection action against, impose any late charge or penalty against, or otherwise hold liable a ratepayer in any manner for exercising the option of not paying a voluntary contribution described in this section.

(g) The voluntary contributions shall be used only to provide rate assistance to eligible ratepayers, pay for associated administrative costs to implement the program, and establish a balancing account. Administrative costs of establishing the program may be reimbursed from voluntary contributions.

(h) A qualified system may contract with a third party to receive the voluntary contributions and comply with this section.

(i) Any partial payment made by a ratepayer that is insufficient to pay for charges on the bill shall be used to pay the qualified system's charges shown on the ratepayer's bill before being attributed to a voluntary contribution.

(j) No penalty or late fee may be assessed by a qualified system for the failure of a ratepayer to make timely payment of a voluntary contribution described in this section, ~~regardless of whether the ratepayer has exercised the option of not paying a voluntary contribution.~~

(k) A qualified system may use any state or federal funds that are available to support a program by offsetting or supplementing the funds collected from voluntary contributions.

116933.

(a) On or before January 1, 2026, the Public Utilities Commission shall establish a mechanism for electrical corporations and gas corporations to provide data to all qualified systems no later than April 1, 2026, and annually by April 1 thereafter, regarding ratepayers enrolled in, or eligible to be

enrolled in, the California Alternate Rates for Energy (CARE) program established pursuant to Section 739.1 of the Public Utilities Code and the Family Electric Rate Assistance (FERA) program established pursuant to Section 739.12 of the Public Utilities Code.

*(b) All qualified systems may enter into agreements with local publicly owned electric utilities and local publicly owned gas utilities, including, **but not limited to,** municipal utility districts ~~and irrigation districts~~, for the purpose of regularly receiving data regarding ratepayers enrolled in, or eligible to be enrolled in, affordability programs benefiting eligible ratepayers.*

(c) Data provided pursuant to subdivision (a) or (b) is subject to Section 7927.410 of the Government Code and the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code).

(d) Data provided pursuant to subdivision (a) or (b) shall not be considered a disclosure under Section 1798.83 of the Civil Code.

116934.

Beginning in 2028, the state board shall require qualified systems, in technical reports required by the state board pursuant to Section 116530, to annually report the following:

(a) The total amount of voluntary contributions collected, the administrative costs of operating the program, the number of eligible households that were provided rate assistance or crisis assistance, and the total amount of rate assistance or crisis assistance provided to eligible households.

(b) An evaluation of available relevant information regarding any arrearages that remain after application of bill assistance.

116935.

(a) The Attorney General may bring an action in state court to restrain, by temporary or permanent injunction, the use of any method, act, or practice in violation of this chapter by a qualified system, other than a system that meets the requirements of subdivision (f) of Section 116931, including nonparticipation by a qualified system pursuant to this chapter.

(b) The Attorney General shall not bring an action against a qualified system for failing to meet the requirements of subdivision (f) of Section 116931, as long as the qualified system makes a good faith effort to raise sufficient funding pursuant to Section 116932.

~~116936.~~

~~**The provisions of this chapter are severable. If any provision of this article or its application is held invalid due to a conflict with federal requirements, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.**~~

116XXX - PLACEHOLDER TO ADDRESS OTHER ISSUES SUCH AS:

(1) Confidentiality issues related to income data;

(2) Any tax implications of bill credits.

SEC. 4.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.