



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

The meeting will be held via teleconference.
To attend the meeting please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 984 1485 4813#
Passcode: 757052#

July 28, 2021 @ 4:00 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)).

CS1. CALL TO ORDER - CLOSED SESSION - 4:00 P.M.

CS2. ROLL CALL

CS3. Public Comments - Comments on Closed Session Items.

CS4. CLOSED SESSION

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.

1. CALL TO ORDER
2. ROLL CALL
3. AGENDA CONFIRMATION
4. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
5. CONSENT AGENDA
 - 5.a. Accounts Payables Report.
[Accounts Payable Report.pdf](#)
 - 5.b. Minutes of the July 12, 2021 Special Board Meeting.
[7 12 2021 Special Meeting Min.pdf](#)
6. ACTION ITEMS
 - 6.a. Authorize budget for Robles Forebay Restoration, Specification No. 21-440.
[20210728 Board Memo_Authorize budget.pdf](#)
 - 6.b. Review and possible action on Casitas MWD's Senate Bill 998 policies.
[BoardMemo_SB998 072821.pdf](#)
[SB998Resolution20200 ATT1.pdf](#)
[SB998 ATT2.pdf](#)
 - 6.c. Review and possible action on a Request for Proposals for study of Casitas MWD water rates.
[Board Memo - Rate Study RFP 072821.pdf](#)
[RFP Rate Study Draft 072821 ATT1.pdf](#)
[RFP Mailing List 072821 ATT2.pdf](#)
[Service Agreement - 2021 Water Rate Study ATT3 072821.pdf](#)
 - 6.d. Approval of an administrative licensing agreement for Casitas MWD's emergency use of the County of Ventura Pollution Prevention Center located at 5777 North Ventura Avenue Ventura, CA.
[Board Memo - Emergency Use of Pollution Prevention Center 072821.pdf](#)
[PPC_Casitas Municipal Water District_License Agreement 072821 ATT1.pdf](#)
 - 6.e. Discussion and possible action on the formation of an Ad-Hoc Public Information Committee.

7. INFORMATION ITEMS

7.a. Engineering Monthly Report.
[Engineering Report.pdf](#)

7.b. Hydrology Report.
[Hydrology Report.pdf](#)

7.c. Finance Committee Minutes.
[Finance Minutes 071621.pdf](#)

8. GENERAL MANAGER COMMENTS

9. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

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

11. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 07/08/21 - 07/21/21
Presented to the Board of Directors For Approval July 28, 2021

Check	Payee		Description	Amount
001057	Payables Fund Account	# 9759651478	Accounts Payable Batch 071421	\$ 1,047,711.61
001058	Payables Fund Account	# 9759651478	Accounts Payable Batch 072121	\$ 214,683.49
				<u>\$ 1,262,395.10</u>
001059	Payroll Fund Account	# 9469730919	Estimated Payroll 08/12/21	\$ 234,000.00
			Total	<u>\$ 1,496,395.10</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, 001057-001059 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.

001057 A/P Checks: 043525-043616
 A/P Draft 000176-000186
 Voids:
 043565 - J.W. Enterprises - Continuation of detail of check 043564
 043570 - Meiners Oaks Ace Hardware - Continuation of detail of check 043569

001058 A/P Checks: 043617-43692
 A/P Draft
 Voids:
 043620 - Amazon Capital Servcies - Continuation of detail of check 043619
 043656 - Meiners Oaks Ace Hardware - Continuation of detail of check 043655



Janyne Brown , Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 07/10/21
Pay Date 07/15/21
have been duly audited and are
hereby certified as correct.

Signed:  _____
Janyne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK					
	C-CHECK	V	7/14/2021			043565		
	C-CHECK	V	7/14/2021			043570		
	C-CHECK	V	7/21/2021			043620		
	C-CHECK	V	7/21/2021			043656		

* * 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:	4	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
			4	0.00	0.00	0.00
BANK:		TOTALS:	4	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02475	Rutan & Tucker, LLP							
C-899859a	Correction to Post it to ADJ	N	7/21/2021	8,414.27CR		000000		
I-899859	Adjudication Litigation 05/21	N	7/21/2021	8,414.27		000000		
03206	U.S. Bank Global Corporate Tru							
I-6170248	CFD 2013-1 Ojai Tax Bond	D	7/14/2021	2,850.00		000176		2,850.00
00128	INTERNAL REVENUE SERVICE							
I-T1 202107121906	Federal Withholding	D	7/14/2021	41,695.67		000182		
I-T3 202107121906	SS Withholding	D	7/14/2021	42,585.04		000182		
I-T4 202107121906	Medicare Withholding	D	7/14/2021	9,959.40		000182		94,240.11
00187	CALPERS							
I-PBB202107121906	PERS BUY BACK	D	7/14/2021	130.46		000183		
I-PBP202107121906	PERS BUY BACK	D	7/14/2021	161.96		000183		
I-PEB202107121906	PEPRA EMPLOYEES PORTION	D	7/14/2021	11,711.30		000183		
I-PEM202107121906	PERS EMPLOYEE PORTION MGMT	D	7/14/2021	1,735.44		000183		
I-PER202107121906	PERS EMPLOYEE PORTION	D	7/14/2021	6,998.59		000183		
I-PRB202107121906	PEBRA EMPLOYER PORTION	D	7/14/2021	13,168.84		000183		
I-PRR202107121906	PERS EMPLOYER PORTION	D	7/14/2021	11,542.04		000183		45,448.63
00180	S.E.I.U. - LOCAL 721							
I-COP202107121906	SEIU 721 COPE	D	7/14/2021	27.50		000184		
I-UND202107121906	UNION DUES	D	7/14/2021	790.75		000184		818.25
00049	STATE OF CALIFORNIA							
I-T2 202107121906	STATE WITHHOLDING (CA)	D	7/14/2021	15,869.91		000185		15,869.91
05790	STATE OF OREGON							
I-OST202107121906	OR STATE TRANSIT TAX	D	7/14/2021	5.57		000186		
I-T2 202107121906	STATE WITHHOLDING (OR)	D	7/14/2021	411.97		000186		417.54
02129	Tracy Medeiros							
I-070921	1102WC180000001 06/26-07/09/21	R	7/09/2021	580.00		043525		580.00
02587	A&M LAWNMOWER SHOP							
I-50737	A/C Filter - MAINT	R	7/14/2021	29.75		043526		
I-50738	AC Filter & Plug - UT	R	7/14/2021	111.42		043526		141.17
00010	AIRGAS USA LLC							
I-9114976210	Acetylene & Oxygen - LCRA	R	7/14/2021	383.16		043527		383.16
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-1006353	Conduit Bender - ENG	R	7/14/2021	9,806.94		043528		
I-5665-1007222	Protection Tape & Coupling-ENG	R	7/14/2021	107.13		043528		
I-5665-1007354	Elect. Parts for RMS - LAB	R	7/14/2021	834.10		043528		10,748.17

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03044	Amazon Capital Services							
I-11VM-MGLV-91TV	Low Voltage Transformer - LCRA	R	7/14/2021	51.46		043529		
I-19YT-1WGV-D9RC	Shower Curtains - LCRA	R	7/14/2021	192.90		043529		
I-1HJR-XWF4-CHQ3	USB Cable - EM	R	7/14/2021	15.54		043529		
I-1JR4-PNX7-7RNM	Landscape Lighting - LCRA	R	7/14/2021	51.46		043529		
I-1MTF-G7FK-YRNG	Binders - SAFE	R	7/14/2021	107.15		043529		
I-1R3P-3YC6-DFTD	Picture Frame - LCRA	R	7/14/2021	32.16		043529		
I-1R3P-3YC6-WMMC	Network Transceiver - EM	R	7/14/2021	42.88		043529		
I-1VD3-YWPN-LKMW	Labor Law Poster - MAINT	R	7/14/2021	25.73		043529		
I-1YXJ-3K1M-VRK3	Drill Bit Kit - EM	R	7/14/2021	38.00		043529		557.28
00029	AMERICAN TOWER CORP							
I-3637116	Tower Rent - Red Mountain	R	7/14/2021	1,035.62		043530		1,035.62
00014	AQUA-FLO SUPPLY							
I-SI1760102	Straw Wattle - PL	R	7/14/2021	61.78		043531		
I-SI1761890	Terminal Adapter & Lock Nut-LA	R	7/14/2021	13.20		043531		
I-SI1762528	Irrigation Wire - WP	R	7/14/2021	87.38		043531		
I-SI1762552	Drain Spade - PL	R	7/14/2021	96.71		043531		
I-SI1763752	Threaded Brass Bushing & Nippl	R	7/14/2021	61.54		043531		
I-SI1765471	Pipe Cutter & PVC Cement - UT	R	7/14/2021	121.83		043531		
I-SI1765481	Drain Spade & Shovel - LAB	R	7/14/2021	60.80		043531		503.24
00018	AT & T MOBILITY							
I-287290467941X0721	Acct#287290467941	R	7/14/2021	245.42		043532		
I-287294256431X0721	Acct#287294256431	R	7/14/2021	1,047.47		043532		
I-287299383384X0721	Acct#287299383384	R	7/14/2021	77.76		043532		1,370.65
03429	AT&T							
I-3129156489	Acct#80030939773	R	7/14/2021	12.98		043533		12.98
00021	AWA OF VENTURA COUNTY							
I-06-13476	Water Wise Training	R	7/14/2021	175.00		043534		175.00
00030	B&R TOOL AND SUPPLY CO							
I-1900960524	Demo Hammer - ENG	R	7/14/2021	969.74		043535		
I-1900960700	15-16" Ratch Comb Wr - UT	R	7/14/2021	249.55		043535		
I-1900961163	Cut Off Wheel & Socket - MAINT	R	7/14/2021	226.18		043535		1,445.47
00756	BOARD OF EQUALIZATION							
I-063021	Use Tax Return 15300115	R	7/14/2021	894.00		043536		894.00
05850	Stephen Bouchey							
I-994124	Camping Cancellation - LCRA	R	7/14/2021	312.00		043537		312.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03066	Dawn Brady							
I-991885	Camping Cancellation - LCRA	R	7/14/2021	560.00		043538		560.00
01295	BSN CONSTRUCTION							
I-5474	Bates Road Paving - ENG	R	7/14/2021	19,977.50		043539		19,977.50
09182	CalPERS							
I-100000016475292	Unfunded Accrued Liab. 07/21	R	7/14/2021	60,562.33		043540		
I-100000016475301	Unfunded Accrued Liab. 21-22	R	7/14/2021	6,361.00		043540		66,923.33
03702	Cannon Corporation							
I-76933	Ave 1 & 2 PP Improve - EM	R	7/14/2021	21,055.00		043541		
I-76945	Grand Ave. PL Design - ENG	R	7/14/2021	745.50		043541		
I-76946	Lion St and Fairview Design-EN	R	7/14/2021	213.00		043541		22,013.50
00055	CASITAS BOAT RENTALS							
I-June 21	Gas for Boats - LCRA	R	7/14/2021	357.93		043542		357.93
00511	Centers for Family Health							
I-101330	Screening & Physical - WP	R	7/14/2021	25.00		043543		25.00
00061	COMPUWAVE							
I-SB02097517	Cisco Smartnet - IT	R	7/14/2021	210.00		043544		210.00
00062	CONSOLIDATED ELECTRICAL							
I-9009-1008005	Batteries - EM	R	7/14/2021	234.36		043545		234.36
04092	Jacqulyne Cox							
I-991614	Camping Cancellation - LCRA	R	7/14/2021	126.00		043546		126.00
00076	DEKREEK TECHNICAL SERVICES							
I-7107-1	OWS, CMWD PLC & Scada Mods -EM	R	7/14/2021	8,208.00		043547		8,208.00
05154	Dex YP							
I-070121	Yellow Pages - LCRA/DO	R	7/14/2021	25.00		043548		25.00
00086	E.J. Harrison & Sons Inc							
I-1628	Acct#500546088	R	7/14/2021	1,299.87		043549		1,299.87
00086	E.J. Harrison & Sons Inc							
I-1639	Acct#500766090	R	7/14/2021	142.70		043550		142.70
00086	E.J. Harrison & Sons Inc							
I-600	Acct#500139629	R	7/14/2021	1,796.68		043551		1,796.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00095	FAMCON PIPE & SUPPLY							
I-S100055440.001	PL Parts - PL	R	7/14/2021	17,046.85		043552		
I-S100055908.001	Service Line repair Parts - PL	R	7/14/2021	13,357.72		043552		
I-S100056920.001	1" & 3/4" K Cooper - PL	R	7/14/2021	2,779.92		043552		
I-S100057003.001	6" Romac, Mega Lug & Valve -PL	R	7/14/2021	3,688.33		043552		
I-S100057409.001	4" Romac & Valves - PL	R	7/14/2021	1,519.73		043552		
I-S100058153.001	Fire Hydrant - UT	R	7/14/2021	16,891.88		043552		55,284.43
00104	FRED'S TIRE MAN							
I-133382	Radiator, & Tire - Unit 19	R	7/14/2021	969.00		043553		969.00
04274	Brandon Fuchs							
I-991200	Camping Cancellation - LCRA	R	7/14/2021	98.00		043554		98.00
05851	Charles Green							
I-991154	Camping Cancellation - LCRA	R	7/14/2021	1,688.00		043555		1,688.00
02217	Greg Rents							
I-28855	Vibe Plates - PL	R	7/14/2021	84.42		043556		
I-28957	Vive Plates - PL	R	7/14/2021	84.42		043556		168.84
00121	HACH COMPANY							
I-12525292	Reagent, Ammonia & Nitrite -TP	R	7/14/2021	961.38		043557		961.38
05854	Deana Hancock							
I-997563	Camping Cancellation - LCRA	R	7/14/2021	346.00		043558		346.00
01052	HARBOR FREIGHT TOOLS USA, INC							
I-953118	Tool Bags, Adapters & Hitch-LC	R	7/14/2021	193.80		043559		193.80
00369	HARRINGTON INDUSTRIAL PLASTICS							
I-013B9168	2" Flange - LAB	R	7/14/2021	22.14		043560		
I-013B9188	1 1/2' Flange & Bushing - LAB	R	7/14/2021	25.26		043560		47.40
00596	HOME DEPOT							
I-5744071	Inflatable Blowe - LCRA	R	7/14/2021	206.48		043561		206.48
00127	INDUSTRIAL BOLT & SUPPLY							
I-223072-1	Hex Bolt & Nut - LCRA	R	7/14/2021	11.38		043562		11.38
05811	Instrument & Valve Services Co							
I-3766496	Pressure Gauge System - ENG	R	7/14/2021	4,630.45		043563		
I-3766498	Pressure Gauge System - ENG	R	7/14/2021	7,447.66		043563		
I-3766508	Trex Communicator E&M	R	7/14/2021	9,860.57		043563		21,938.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09910	J.W. ENTERPRISES							
I-338034	CT Pumping - AVE 1PP	R	7/14/2021	76.50		043564		
I-338035	CT Pumping - VILLANOVA	R	7/14/2021	76.50		043564		
I-338036	CT Pumping - OVPP	R	7/14/2021	76.50		043564		
I-338037	CT Pumping - 4M PP	R	7/14/2021	76.50		043564		
I-338038	CT Pumping - GRAND AVE.	R	7/14/2021	76.50		043564		
I-338039	CT Pumping - 4M RES	R	7/14/2021	76.50		043564		
I-338040	CT Pumping - SA PLANT	R	7/14/2021	153.00		043564		
I-338041	CT Pumping - UPPER OJAI RES.	R	7/14/2021	76.50		043564		
I-338042	CT Pumping - 3M PUMP	R	7/14/2021	76.50		043564		
I-338043	CT Pumping - SIGNAL RES.	R	7/14/2021	76.50		043564		
I-338044	CT Pumping - FAIRVIEW RES.	R	7/14/2021	76.50		043564		
I-338045	CT Pumping - CASITAS DAM	R	7/14/2021	76.50		043564		
I-338046	CT Pumping - RINCON TANK	R	7/14/2021	76.50		043564		
I-338047	CT Pumping - BATES RES.	R	7/14/2021	76.50		043564		1,147.50
05852	Gordon Keller							
I-1008984	Camping Cancellation - LCRA	R	7/14/2021	65.00		043566		65.00
00360	LESLIE'S POOL SUPPLIES, INC							
I-00142-01-036387	Brushes, Telepole, & Tabs - WP	R	7/14/2021	429.64		043567		429.64
01270	SCOTT LEWIS							
I-June 21	Reimburse Expenses 06/21	R	7/14/2021	3,035.41		043568		3,035.41
00151	MEINERS OAKS ACE HARDWARE							
I-970101	Hammer Tool, & Tool Bag - WP	R	7/14/2021	355.39		043569		
I-972744	Silicone - UT	R	7/14/2021	9.74		043569		
I-972777	Paint Supplies - TP	R	7/14/2021	858.47		043569		
I-973045	Pipe & Valve Ball - LCRA	R	7/14/2021	67.63		043569		
I-973106	Fittings & Pipe - UT	R	7/14/2021	42.14		043569		
I-973347	Cement & PVC Pipe - UT	R	7/14/2021	49.23		043569		
I-973704	Hex Key & Varnish - LCRA	R	7/14/2021	45.25		043569		
I-973779	Cabinet Hinge & Plug - LCRA	R	7/14/2021	22.23		043569		
I-973839	Elbow - LCRA	R	7/14/2021	23.38		043569		
I-973904	Batteries & Trap Mouse - LCRA	R	7/14/2021	57.92		043569		
I-973945	Knife & Marker - UT	R	7/14/2021	19.61		043569		
I-974009	Brush & Gloves - EM	R	7/14/2021	21.05		043569		
I-974171	Plugs, Adapters & Valve Ball	R	7/14/2021	48.04		043569		
I-974209	Bolts & Screws & Adapter - LAB	R	7/14/2021	60.03		043569		1,680.11
03724	Michael K. Nunley & Associates							
I-9333	Mutual Well#7 Equipment - ENG	R	7/14/2021	2,355.66		043571		
I-9334	Wellfield VDF Design - ENG	R	7/14/2021	5,130.46		043571		7,486.12

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03444	Mission Linen Supply							
I-515080490	Uniform Pants - PL	R	7/14/2021	33.71		043572		
I-515080491	Uniform Pants - MAINT	R	7/14/2021	26.41		043572		
I-515080494	Uniform Pants - TP	R	7/14/2021	39.05		043572		99.17
03701	MNS Engineers, Inc.							
I-78039	Rincon 2(M) Evaluation - ENG	R	7/14/2021	3,552.19		043573		
I-78219	Santa Ana Bridge Design - ENG	R	7/14/2021	107.50		043573		3,659.69
04017	Joe Navarro							
I-1014268	Camping Cancellation - LCRA	R	7/14/2021	29.00		043574		29.00
00163	OFFICE DEPOT							
I-179317641001	Index Tabs - SAFE	R	7/14/2021	65.16		043575		
I-180039763001	Storage Boxes - ADM	R	7/14/2021	74.00		043575		139.16
00160	OILFIELD ELECTRIC CO, INC							
I-2031430	Motor Repairs - WP	R	7/14/2021	8,529.80		043576		8,529.80
01570	Ojai Auto Supply							
I-522595	Wiper Blades & Air filter - 35	R	7/14/2021	82.26		043577		
I-522981	Battery - LCRA	R	7/14/2021	94.79		043577		177.05
01882	OJAI BASIN GROUNDWATER							
I-063021	Quarterly Pumping Fee	R	7/14/2021	20,377.90		043578		20,377.90
00912	OJAI BUSINESS CENTER, INC							
I-16120	Color Copies & Laminating -LAB	R	7/14/2021	123.87		043579		123.87
00165	OJAI LUMBER CO, INC							
I-2106-641178	Respirators - EM	R	7/14/2021	41.98		043580		
I-2107-642607	3/4 Birch - LCRA	R	7/14/2021	224.54		043580		266.52
00602	OJAI TRUE VALUE							
I-52932	Keys - EM	R	7/14/2021	4.29		043581		4.29
00169	OJAI VALLEY SANITARY DISTRICT							
I-23237	Cust #20594	R	7/14/2021	299.60		043582		299.60
04531	Peace Officers Research Associ							
I-316122	PORAC Insurance for Rangers	R	7/14/2021	192.00		043583		192.00
05855	Katherine Peterson							
I-995004	Camping Cancellation - LCRA	R	7/14/2021	82.00		043584		82.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02928	Playcore Wisconsin, Inc. d/b/a Playground Equipment - LCRA	R	7/14/2021	14,757.95		043585		14,757.95
05155	Plaza Locksmith Inc Repair Door Lock - MAINT	R	7/14/2021	160.75		043586		160.75
05848	Public Risk, Innovation, Solut Excess Workers Comp Insurance	R	7/14/2021	159,709.00		043587		159,709.00
00790	PROFORMA Uniform Shirts - TP	R	7/14/2021	1,016.35		043588		
	I-BI85004554A Uniform Shirts - WP	R	7/14/2021	1,184.38		043588		2,200.73
05856	Ana Quiroz Camping Cancellation - LCRA	R	7/14/2021	74.00		043589		74.00
00306	Rincon Consultants, Inc. Annual Reg Report - ENG	R	7/14/2021	1,621.00		043590		
	I-31671 VTA-Carp Intertie Service -ENG	R	7/14/2021	1,579.25		043590		
	I-31682 West Ojai Meter Relocation-ENG	R	7/14/2021	2,400.90		043590		
	I-31687 Robles Prog. Permits - ENG	R	7/14/2021	2,028.75		043590		
	I-31689 West Ojai PL Replacement - ENG	R	7/14/2021	2,211.25		043590		
	I-31690 Annual Reg Report - ENG	R	7/14/2021	278.00		043590		
	I-31698 Environmental Monitoring - ENG	R	7/14/2021	3,132.00		043590		13,251.15
05853	Nicole Rivard Camping Cancellation - LCRA	R	7/14/2021	146.00		043591		146.00
00215	SOUTHERN CALIFORNIA EDISON Acct#700030209177	R	7/14/2021	14,959.67		043592		
	I-070721a Acct#700028735181	R	7/14/2021	12,013.01		043592		
	I-071221 Acct#700028645962	R	7/14/2021	93,986.57		043592		120,959.25
00767	STATE WATER RESOURCES CONTROL CA ELAP Annual Fee - LAB	R	7/14/2021	2,800.00		043593		2,800.00
05786	Stericycle, Inc. Sherdding Service - DO	R	7/14/2021	143.52		043594		143.52
02703	Sunbelt Rentals Emergency Generator Rental -EM	R	7/14/2021	2,767.36		043595		
	I-114943789-0001 Excavator Rental - PL	R	7/14/2021	1,421.48		043595		4,188.84

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02643	Take Care by WageWorks							
I-12853797	Reimburse Med/Dep Care	R	7/14/2021	10.00		043596		
I-12862307	Reimburse Med/Dep Care	R	7/14/2021	548.09		043596		558.09
00498	BRIAN TAYLOR							
I-June 21	Reimburse Expenses 06/21	R	7/14/2021	972.94		043597		972.94
02163	Toro Enterprises, Inc.							
I-14721	Grand Ave. PL Replacement -ENG	R	7/14/2021	243,325.40		043598		243,325.40
02778	Traffic Management, Inc.							
I-748245	Changeable Msg Sign-Grand -ENG	R	7/14/2021	2,760.00		043599		2,760.00
01512	TRENCH SHORING COMPANY							
I-RI20119022	Trench Plate Rental - PL	R	7/14/2021	397.60		043600		397.60
01268	ULINE							
I-135444138	Storage Cabinet - ENG	R	7/14/2021	519.75		043601		519.75
00246	VENTURA COUNTY AIR POLLUTION							
I-1044579	VCAPCD Permit - Robles	R	7/14/2021	652.00		043602		652.00
00251	VENTURA COUNTY STAR							
I-0003939478	Public Notice -CCR - LAB	R	7/14/2021	145.60		043603		145.60
09955	VENTURA WHOLESALE ELECTRIC							
I-275192	Siemens Plug in - LAB	R	7/14/2021	5.33		043604		5.33
01283	Verizon Wireless							
I-9883323744	Monthly Cell Charges - DO	R	7/14/2021	3,545.50		043605		
I-9883324198	Monthly Cell Charges - LCRA	R	7/14/2021	449.09		043605		3,994.59
01412	AARON WALL							
I-July 21	Reimburse Expenses 07/21	R	7/14/2021	120.00		043606		120.00
02854	Water Works Engineers, LLC							
I-11780	West End Ojai Ave PL - ENG	R	7/14/2021	27,730.60		043607		27,730.60
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10014479290	Brooms & Gloves - PL	R	7/14/2021	169.29		043608		169.29
00194	City of Ojai							
I-3013	Archeaological Assessment -ENG	R	7/14/2021	75.00		043609		75.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CARPER, DIANA US REFUND	R	7/14/2021	153.71		043610		153.71
1	RAMSAY, GEORGE US REFUND	R	7/14/2021	8,000.00		043611		8,000.00
1	PIPKIN, THOMAS W Ref AR REFUND	R	7/14/2021	105.00		043612		105.00
04010	CALIFORNIA STATE DISBURSEMENT 200000001181291	R	7/14/2021	386.30		043613		386.30
02823	Franchise Tax Board STATE TAX GARNISHMENT	R	7/14/2021	500.00		043614		500.00
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	7/14/2021	550.00		043615		
	I-DI%202107121906 DEFERRED COMP PERCENT	R	7/14/2021	108.56		043615		658.56
00985	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP	R	7/14/2021	480.77		043616		
	I-DCN202107121906 DEFERRED COMP FLAT	R	7/14/2021	7,768.57		043616		
	I-DN%202107121906 DEFERRED COMP PERCENT	R	7/14/2021	401.05		043616		8,650.39
00010	AIRGAS USA LLC Gas Cylinder Rental - PL	R	7/21/2021	337.71		043617		337.71
00012	ALL-PHASE ELECTRIC SUPPLY CO. DB Gray PVC Coat Spray - LAB	R	7/21/2021	174.65		043618		
	I-5665-1007656 Hinge Cover Enclosure - LAB	R	7/21/2021	451.89		043618		
	I-5665-1007992 Hoff - LAB	R	7/21/2021	150.10		043618		776.64
03044	Amazon Capital Services Accrue Use Tax	R	7/21/2021	7.41CR		043619		
	D-1NCN-YLHJ-6YDP Accrue Use Tax	R	7/21/2021	7.41		043619		
	I-19F4-9YXT-1DLM Parking Brake - Unit 24	R	7/21/2021	8.85		043619		
	I-1CWP-PLLK-CK1R Binders - SAFE	R	7/21/2021	31.77		043619		
	I-1CWP-PLLK-MV7G Terminal Connector - EM	R	7/21/2021	36.24		043619		
	I-1DPP-Q77Y-79NX Pressure Washer Adapter - LCRA	R	7/21/2021	11.79		043619		
	I-1F94-QKVM-9TLM Home Network Hub - FISH	R	7/21/2021	25.72		043619		
	I-1GH1-H9M1-6V69 Toner Cartridges - ADM	R	7/21/2021	571.48		043619		
	I-1NCN-YLHJ-6YDP Coffee - DO	R	7/21/2021	102.16		043619		
	I-1NCN-YLHJ-CG7C Sunscreen Lotion - EM	R	7/21/2021	70.00		043619		
	I-1PGX-1CDF-6KHX Dewalt Battery - MAINT	R	7/21/2021	395.75		043619		
	I-1XFW-64N7-XFXP Oxygen Sensor - PL	R	7/21/2021	88.91		043619		
	I-1XJ4-CWPJ-3K1D Amdro Gopher Gasser - LCRA	R	7/21/2021	128.31		043619		1,470.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00836	AMERICAN RED CROSS							
I-22354578	AID/CPR/AED Training - LCRA	R	7/21/2021	478.00		043621		478.00
00417	APPLIED INDUSTRIAL TECHNOLOGY							
C-9000383614	Shipping Cr. - PL	R	7/21/2021	160.16CR		043622		
I-7021635178	Falk Seal Kit - EM	R	7/21/2021	93.00		043622		
I-7021916434	Seal Kit - EM	R	7/21/2021	41.54		043622		
I-7021921491	Cover Grid Assy - EM	R	7/21/2021	446.62		043622		
I-7021939769	Dodge 3/8 Coupling - EM	R	7/21/2021	257.26		043622		
I-7021968204	Hub - EM	R	7/21/2021	319.26		043622		997.52
00014	AQUA-FLO SUPPLY							
I-SI1763743	Fittings - EM	R	7/21/2021	100.95		043623		
I-SI1764535	Electrical Sch PVC 45 Ell-LCRA	R	7/21/2021	2.12		043623		
I-SI1764547	PVC Cement & 90 Ell - LAB	R	7/21/2021	10.35		043623		
I-SI1766194	Sewer Pipe &Tape - PL	R	7/21/2021	71.36		043623		
I-SI1768219	Cable Weight & Lock Nut - LAB	R	7/21/2021	15.77		043623		
I-SI1769011	4" Solid Solvent Weld - LCRA	R	7/21/2021	21.45		043623		
I-SI1769748	Brass Parts Meters - UT	R	7/21/2021	207.01		043623		
I-SI1769752	Brass Gate Valve - UT	R	7/21/2021	97.98		043623		
I-SI1770442	Valve Box & Runner Repair-LCRA	R	7/21/2021	126.14		043623		
I-SI1770445	Seal Tape & Adapter - LAB	R	7/21/2021	10.82		043623		663.95
01703	ARNOLD LAROCHELLE MATTHEWS							
C-3529a	Correction to post it to ADJ	R	7/21/2021	1,393.93CR		043624		
I-3529	Adjudication Litigation 06/21	R	7/21/2021	1,393.93		043624		
I-3541	Metter #5088-001 06/21	R	7/21/2021	5,715.50		043624		5,715.50
01666	AT & T							
I-000016786075	Acct#9391035541	R	7/21/2021	176.29		043625		176.29
03429	AT&T							
I-4692073607	Acct#8310009376326	R	7/21/2021	1,302.40		043626		1,302.40
03429	AT&T							
I-5586992606	Acct#8310009376372	R	7/21/2021	1,302.40		043627		1,302.40
00030	B&R TOOL AND SUPPLY CO							
I-1900961281	Ear Plugs - LCRA	R	7/21/2021	68.77		043628		
I-1900961328	Marking Chalk - UT	R	7/21/2021	316.88		043628		385.65
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S2835196.001	Fittings - EM	R	7/21/2021	68.61		043629		
I-S2835669.001	Gaskets - EM	R	7/21/2021	66.44		043629		135.05

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00860	Big Red Crane Company, Inc. Crane for Bobcat - PL	R	7/21/2021	1,680.00		043630		1,680.00
01295	BSN CONSTRUCTION Asphalt Patching - ENG	R	7/21/2021	10,233.40		043631		10,233.40
00511	Centers for Family Health 1102WC210000004 DOS 04/16/21	R	7/21/2021	94.42		043632		94.42
03978	Virgil Clary Reimburse Expenses 06/21	R	7/21/2021	107.97		043633		107.97
00061	COMPUWAVE Ciberpower - LCRA	R	7/21/2021	469.76		043634		469.76
00062	CONSOLIDATED ELECTRICAL Mutual Cards - EM	R	7/21/2021	1,517.69		043635		
	I-9009-1008231 8PT AC/DC Relay Mod - EM	R	7/21/2021	491.21		043635		2,008.90
04535	Container Alliance Co. Container Rental - ENG	R	7/21/2021	552.72		043636		552.72
01483	CORVEL CORPORATION 1102WC200000006 DOS 03/30/21	R	7/21/2021	12.71		043637		
	I-6/15242070-1 1102WC210000004 DOS 04/05/21	R	7/21/2021	9.50		043637		
	I-6/15242077-1 1102WC210000004 DOS 04/16/21	R	7/21/2021	12.10		043637		
	I-6/15269871-1 1102WC200000006 DOS 05/25/21	R	7/21/2021	9.50		043637		
	I-6/15271389-1 1102WC200000006 DOS 05/25/21	R	7/21/2021	13.92		043637		
	I-6/15281258-1 1102WC180000002 DOS 01/28/21	R	7/21/2021	9.50		043637		
	I-C00206552887 Claim # 1102WC200000006	R	7/21/2021	120.00		043637		
	I-C00206565044 Claim # 1102WC200000006	R	7/21/2021	645.60		043637		832.83
05777	Davey Resource Group, Inc. Basic Tree Pruning Training-SA	R	7/21/2021	975.00		043638		975.00
02480	David Taussig & Associates, In D20-00115 CFD Tax Admin	R	7/21/2021	4,068.50		043639		4,068.50
00081	DELTA LIQUID ENERGY Propane - TP	R	7/21/2021	246.14		043640		246.14
00086	E.J. Harrison & Sons Inc Acct#1C00054240	R	7/21/2021	424.98		043641		424.98

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00095	FAMCON PIPE & SUPPLY							
I-S100058109.001	CRL Rebuild Kit - TP	R	7/21/2021	225.23		043642		
I-S100058209.001	Romac Couplings - PL	R	7/21/2021	729.30		043642		954.53
00099	FGL ENVIRONMENTAL							
I-108667A	OWS-TCP Monitoring 06/28/21	R	7/21/2021	400.00		043643		400.00
00101	FISHER SCIENTIFIC							
I-3976091	PH Meter - LAB	R	7/21/2021	210.86		043644		210.86
05822	Frank's Underground Utilities,							
I-94740	Pressure Jetter & Run Camera	R	7/21/2021	600.00		043645		
I-94741	Cat Mini Exc & Pressure Jetter	R	7/21/2021	1,132.50		043645		1,732.50
00106	FRONTIER PAINT							
I-F0273211	Brushes - EM	R	7/21/2021	4.60		043646		4.60
05846	Jesus Garcia							
I-072021	Safety Boot Stipend	R	7/21/2021	170.00		043647		170.00
02417	GardenSoft							
I-5705	Garden Webside License - PR	R	7/21/2021	625.00		043648		625.00
05845	Richard Gonzales							
I-994847	Camping Cancellation - LCRA	R	7/21/2021	215.00		043649		215.00
04022	Hamner, Jewell & Associates							
I-201012	Ojai Ave PL ROW Srvs - ENG	R	7/21/2021	2,531.34		043650		2,531.34
02748	Hanna Instruments							
I-USA40057730-I	Spare DO Membranes - FISH	R	7/21/2021	84.56		043651		84.56
00596	HOME DEPOT							
I-2353810	Air Conditioner - MAINT	R	7/21/2021	555.89		043652		555.89
00329	MCMMASTER-CARR SUPPLY CO.							
I-61757798	Steel Wire Cloth - MAINT	R	7/21/2021	264.36		043653		264.36
02129	Tracy Medeiros							
I-072121	1102WC180000001 07/10-07/23/21	R	7/21/2021	580.00		043654		580.00
00151	MEINERS OAKS ACE HARDWARE							
C-973262	Lopper Anvil - CR	R	7/21/2021	10.74CR		043655		
I-972884	Batteries & Shade Cloth - EM	R	7/21/2021	33.21		043655		
I-973107	Ball Valve, Wrench & Tape -LAB	R	7/21/2021	279.27		043655		
I-973372	Tape & Staple Gun - PL	R	7/21/2021	40.92		043655		
I-973965	Spray Paint - PL	R	7/21/2021	9.74		043655		
I-974158	Screwdriver & Nut Set - EM	R	7/21/2021	43.90		043655		

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I-974176	Trash Bags & Paintbrush - TP	R	7/21/2021	49.79		043655		
I-974177	Gloves - TP	R	7/21/2021	60.04		043655		
I-974417	Drill Bits - LCRA	R	7/21/2021	24.87		043655		
I-974486	Street Light Conduit - LCRA	R	7/21/2021	883.74		043655		
I-974494	Adapter - LCRA	R	7/21/2021	8.17		043655		
I-974552	Box Screw Cover & Adapter-LCRA	R	7/21/2021	99.17		043655		
I-974580	Blade Cope & Wood - LCRA	R	7/21/2021	16.74		043655		
I-974604	Coupling & PVC Cement - LCRA	R	7/21/2021	25.34		043655		
I-974634	Screws - LCRA	R	7/21/2021	36.43		043655		
I-974698	1/2" Rebar - LCRA	R	7/21/2021	62.16		043655		
I-974712	Work Lights - MAINT	R	7/21/2021	44.37		043655		
I-974763	Philips Bulge & Screws - LCRA	R	7/21/2021	8.37		043655		
I-97480	Valve Press & Adapter - LAB	R	7/21/2021	147.05		043655		
I-974897	Trash Bags - EM	R	7/21/2021	16.08		043655		
I-974957	Block Natural - LCRA	R	7/21/2021	25.61		043655		
I-975126	Cement & Adaptor - LCRA	R	7/21/2021	34.88		043655		1,939.11
02627	Micro Quality Calibration, Inc							
I-52728	Calibrate Druck - TP	R	7/21/2021	536.39		043657		536.39
03444	Mission Linen Supply							
I-515119583	Uniform Pants - PL	R	7/21/2021	33.71		043658		
I-515119584	Uniform Pants - MAINT	R	7/21/2021	26.41		043658		
I-515119588	Uniform Pants - TP	R	7/21/2021	39.05		043658		99.17
00160	OILFIELD ELECTRIC CO, INC							
I-2031505	Lock Washer & Junction Box -WP	R	7/21/2021	252.31		043659		252.31
01570	Ojai Auto Supply							
I-523590	Socket & Bug Wash - UT	R	7/21/2021	31.68		043660		31.68
00165	OJAI LUMBER CO, INC							
I-2107-643759	Doug Fir - LCRA	R	7/21/2021	207.37		043661		207.37
00884	OJAI TERMITE & PEST CONTROL, I							
I-217432	Monthly Rodent Service - MAINT	R	7/21/2021	75.00		043662		75.00
00602	OJAI TRUE VALUE							
I-52936	PVC Sweeps - LCRA	R	7/21/2021	9.82		043663		9.82
00168	OJAI VALLEY NEWS							
I-300040493	AD 07/16/21	R	7/21/2021	150.00		043664		150.00

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00169	OJAI VALLEY SANITARY DISTRICT							
I-23314	Cust #52921	R	7/21/2021	59.92		043665		59.92
00194	City of Ojai							
I-3014	Record Information - ENG	R	7/21/2021	174.00		043666		174.00
00686	POLLARD WATER							
I-0195124	LPD Dchlr Tablets - TP	R	7/21/2021	233.84		043667		233.84
02637	David Pope							
I-071621	Reimburse Expenses 07/21	R	7/21/2021	204.85		043668		204.85
05713	Pops Auto Repair							
I-087	Trasm Gasket & Oil Srv-Unit 21	R	7/21/2021	650.23		043669		
I-088	AC Compressor - Unit 43	R	7/21/2021	5,094.40		043669		
I-089	Transmission Oil Fil - Unit 44	R	7/21/2021	997.93		043669		
I-090	Oil Service - Unit 34	R	7/21/2021	123.85		043669		
I-091	Power Brake Booster - Unit 04	R	7/21/2021	706.61		043669		7,573.02
00790	PROFORMA							
I-BI85004514A	Custom Outdoor Magnet - UT	R	7/21/2021	323.25		043670		323.25
03554	J. Harris Industrial Water Tre							
I-1897918	Water Softner Service - WP	R	7/21/2021	18.00		043671		
I-1897972	Water Softner Service - WP	R	7/21/2021	113.94		043671		131.94
00788	QUINN COMPANY							
I-PC010406182	Switch A - EM	R	7/21/2021	95.51		043672		95.51
02756	SC Fuels							
I-1904356IN	Gas & Diesel - LCRA	R	7/21/2021	5,201.88		043673		
I-1906141-IN	Gas - DO	R	7/21/2021	6,482.51		043673		11,684.39
04532	Corban Suggs							
I-Jul 21	Reimburse Expenses 07/21	R	7/21/2021	145.00		043674		145.00
02643	Take Care by WageWorks							
I-12874286	Reimburse Med/Dep Care	R	7/21/2021	20.00		043675		
I-12885501	Reimburse Med/Dep Care	R	7/21/2021	169.00		043675		189.00
05779	The Spine and Orthopedic Cente							
I-6/15228992-1	1102WC200000006 DOS 03/30/21	R	7/21/2021	131.28		043676		
I-6/15271389-1	1102WC200000006 DOS 05/25/21	R	7/21/2021	180.68		043676		311.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00266	THOMSON REUTERS - WEST I-844361265 Government Code Updates - MGMT	R	7/21/2021	377.52		043677		377.52
02527	Traffic Technologies LLC I-38199 No Parking Signs - PL	R	7/21/2021	214.13		043678		214.13
00825	USA BLUEBOOK I-656275 Lab Materials - LAB	R	7/21/2021	399.94		043679		399.94
00246	VENTURA COUNTY AIR POLLUTION I-1044598 VCAPCD Permits - Signal - EM I-1044599 VCAPCD Permits - Heidelberger	R R	7/21/2021 7/21/2021	652.00 652.00		043680 043680		1,304.00
00251	VENTURA COUNTY STAR I-0003939486 Public Notice - MGMT/BRD	R	7/21/2021	359.17		043681		359.17
04732	Ventura Orthopedics Medical Gr I-6/15281258-1 1102WC180000002 DOS 01/28/20	R	7/21/2021	102.43		043682		102.43
09955	VENTURA WHOLESALE ELECTRIC I-272903 B Line - EM I-273004 Wax Pull Comp - LAB I-273031 Dottie Nylon Conn - LAB I-273384 Dottie Nylon Conn- LAB I-275510 Time Switch - EM	R R R R R	7/21/2021 7/21/2021 7/21/2021 7/21/2021 7/21/2021	60.34 25.86 3.93 19.07 226.28		043683 043683 043683 043683 043683		335.48
03758	County of Ventura - Fleet Serv I-9117-2106 Fleet Service - 68,212,69,89,	R	7/21/2021	3,803.62		043684		3,803.62
02854	Water Works Engineers, LLC I-11814 VTA/CARP Intertie - ENG	R	7/21/2021	134,566.86		043685		134,566.86
00663	WAXIE SANITARY SUPPLY I-80144222 Janitorial Supplies - LCRA	R	7/21/2021	1,881.03		043686		1,881.03
05028	Weck Analytical Environmental I-W1G0780-Casitasmun Stage 2 DBP Sampling - LAB	R	7/21/2021	180.00		043687		180.00
00270	Wells Fargo Bank I-071121a Scanner - WP I-071121b Resporator Evaluation - TP/WP	R R	7/21/2021 7/21/2021	434.61 232.00		043688 043688		666.61
00086	E.J. Harrison & Sons Inc I-5517 Acct#1C00114748	R	7/21/2021	60.00		043689		60.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00086	E.J. Harrison & Sons Inc							
I-5710	Acct#1C00053370	R	7/21/2021	271.77		043690		271.77
05557	Keegan Shirck							
I-Jul 21	Reimburse Expenses 07/21	R	7/21/2021	80.00		043691		80.00
00270	Wells Fargo Bank							
I-071121c	Toner - MGMT	R	7/21/2021	81.88		043692		
I-071121d	Lodging - PL	R	7/21/2021	728.39		043692		
I-071121e	Lodging - EM	R	7/21/2021	728.39		043692		
I-071121f	Chainsaw Certs - LCRA	R	7/21/2021	564.39		043692		2,103.05

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	164	1,102,965.66	0.00	1,102,965.66
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	159,644.44	0.00	159,644.44
EFT:	0	0.00	0.00	0.00
NON CHECKS:	1	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			171	1,262,610.10	0.00	1,262,610.10
BANK: AP	TOTALS:		171	1,262,610.10	0.00	1,262,610.10
REPORT TOTALS:			171	1,262,610.10	0.00	1,262,610.10

Void Check #43387, Reissued on check #43649

(\$215.00)
 \$1,262,395.10

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: 000024-000025

Voids:



Janyne Brown , Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01703	ARNOLD LAROCHELLE MATTHEWS							
I-3529b	Adjudication Litigation 06/21	R	7/21/2021	1,393.93		000024		1,393.93
02475	Rutan & Tucker, LLP							
I-899859b	Adjudication Litigation 05/21	R	7/21/2021	8,414.27		000025		8,414.27

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	9,808.20	0.00	9,808.20
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:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: ADJ TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	2	9,808.20	0.00	9,808.20
BANK: ADJ TOTALS:	2	9,808.20	0.00	9,808.20
REPORT TOTALS:	2	9,808.20	0.00	9,808.20

Minutes of the Casitas Municipal Water District
Board Meeting Held
July 12, 2021

A special meeting of the Board of Directors was held July 12, 2021. The meeting was held via teleconference.

1. CALL TO ORDER

President Brennan called the meeting to order at 10:00 a.m.

2. ROLL CALL

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

3. PUBLIC COMMENTS

None

President Brennan moved the meeting to closed session at 10:02 a.m.

4. CLOSED SESSION

4.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.

President Brennan moved the meeting to open session at 11:11 a.m. with Mr. Mathews stating the board met in closed session with general and special counsel on the lawsuit listed on the agenda. General discussion occurred and there was no specific action to report.

5. ADJOURNMENT

President Brennan adjourned the meeting at 11:12 a.m.

Neil Cole, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: AUTHORIZE BUDGET FOR ROBLES FOREBAY RESTORATION,
SPECIFICATION NO. 21-440
DATE: JULY 28, 2021

RECOMMENDATION:

- Authorize a budget of \$800,000 for the Robles Forebay Restoration, Specification No. 21-440.

BACKGROUND AND DISCUSSION:

The most recent Robles Forebay Restoration project occurred in October 2019 and involved the removal of approximately 30,000 cubic yards (cy) of sediment from the forebay and placement of the sediment downstream of the timber cutoff wall. The current project includes removal of approximately 20,000 cy of sediment and stockpiling most of it in the Robles Facility vicinity due to limited space downstream. The anticipated construction period is between October 1 and October 31, 2021. A proposed schedule includes the following milestones:

Notice Inviting Bids	August 5, 2021
Pre-Bid Tour	August 17, 2021 at 10:00 a.m.
Questions Due	August 19, 2021
Bids Due	August 26, 2021 at 1:30 p.m.
Award Contract	September 8, 2021
Construction Period	October 1 – 31, 2021

The permits acquired for the 2019 project are still valid and will be utilized for this year's activities. Since the area does not have active flow (as it did in 2019), there will be no need for a bypass nor for groundwater treatment facilities.

FINANCIAL IMPACT:

The budget for fiscal year 2021-22 did not include funds for the Robles Forebay Restoration. A budget authorization of \$800,000 is requested as shown in Table 1.

Table 1 – Budget Request Summary

Item	Amount
Survey	\$5,000
Design	\$20,000
Bidding Support	\$3,000
Construction Phase Support	\$5,000

Table 1 – Budget Request Summary

Item	Amount
Environmental Support	\$30,000
Permit Fees	\$20,000
Construction	\$650,000
Contingency	\$67,000
Total	\$800,000

Funds are available in Storm Damage Reserves for the project.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

**SUBJECT: REVIEW AND POSSIBLE ACTION ON CASITAS MWD's SENATE
BILL 998 POLICIES**

DATE: 07/23/21

RECOMMENDATION:

That the Board of Directors:

- a) Receive a review of Senate Bill 998 requirements.
- b) Discuss possible revisions to Resolution 2020-02
- c) If necessary, direct staff to provide a revised resolution for adoption.

BACKGROUND AND DISCUSSION:

Intended to minimize the number of Californians who lose access to water service due to their inability to pay, Senate Bill (SB) 998 imposed certain procedural and noticing requirements before residential water service can be discontinued. Senate Bill 998, known as the Water Shutoff Protection Act, was signed into law by Governor Jerry Brown on September 28, 2018 (refer to Attachment 2 for the full language of SB 998). SB 998 only applies to customers with residential service, including service to single-family residences, multifamily residences, mobile homes and farmworker housing. Compliance with SB 998 was required on February 1, 2020.

The following is a summary of the key procedural requirements of SB 998:

- Requires that Casitas have a written policy on discontinuation of services, and the policy must be available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other languages spoken by at least 10% of people residing in the Casitas service area.
- Residential service shall not be discontinued for nonpayment until the account has been delinquent for at least sixty (60) days.
- Residential service shall not be discontinued for nonpayment if a customer demonstrates medical need, financial hardship, and is willing to enter into a payment arrangement approved by Casitas.
- Customers with residential service that have a household income below 200 percent of the federal poverty level may qualify to have interest charges on delinquent balances waived once every 12 months.
- In cases where the delinquent account is held by the owner, manager or operator of the residential dwelling, the tenant has a right to become the customer, to whom the service

will then be billed, without being required to pay any amount which may be owed on the delinquent account (with verification of the landlord-tenant relationship or similar).

- Casitas must report the number of annual disconnections of residential service due to inability to pay on its website and to the State Water Resources Control Board.

In addition to the procedural requirements, SB 998 requires the following notices be presented prior to discontinuance of residential service. Certain information on the notices must be available in a minimum of six languages (English, Spanish, Chinese, Tagalog, Vietnamese, and Korean).

- Past Due Notice – mailed to both the billing address and service address; notification that the account balance is delinquent, and a payment is required by a specified date to avoid discontinuance of water service
- Shutoff Notice – hanging tag placed in a conspicuous place at the service address; notification of imminent discontinuation of service due to nonpayment

To comply with SB 998, Casitas amended its Rates and Regulations. A full copy of the existing Rates and Regulations adopted on December 16, 2009 is found on the Casitas website: <https://www.casitaswater.org/about-us/finance>. The resolution amending the Rates and Regulations is included as Attachment 1. Most of the revisions were either required by law or further clarify current processes. However, staff recommended some additional policy changes which were also adopted:

Additional Policy Recommendations:

- Assignment of Account Holders: Staff was concerned about the high turnover rate of accounts held by tenants, and the potential for nonpayment issues resulting from the SB 998 requirement that residential water service cannot be shut off until an account has been delinquent for more than 60 days. The concern is that tenants will allow an account to become delinquent and move out before water can be shut off. This could lead to more than 90 days of water use going unpaid. While the outstanding balance would be sent to a collection agency, there are fewer options available to Casitas for remedy of nonpayment from tenants as compared with property owners (refer to Section 10.2.4 of Rates and Regulations). To reduce nonpayment risks, staff recommended that all new account holders be the owner, manager, or operator of the service address. Tenants may appeal to become the account holder in cases where the owner, manager, or operator is delinquent on payments and water service is subject to shutoff (in accordance with SB 998). Staff believes this policy, which requires all new account holders be the owner, manager, or operator of the property helps reduce potential nonpayment issues, and also provides water bill incentive for the property owner to fix plumbing leaks that are their responsibility to resolve.
- Returned Checks: To minimize nonpayment resulting from multiple returned checks, staff recommended that any customer that is subject to the returned check charge be placed on a 12 month probationary cash or credit card basis as determined by the General Manager. Once the probationary period is over, Casitas would accept checks again from the customer as long as they remain in good standing.

COVID-19 Impacts

While the revision to the Casitas MWD Rates and Regulations was adopted by the Board in time for implementation on February 1, 2020, the Governor's Executive Order # N-42-20 (signed April 2, 2020) prohibits the discontinuation of water service due to non-payment. This order is expected to expire on September 30, 2021.

This prevented the District from actually putting the new shutoff procedures into practice but other revised policy provisions have been enacted subsequent to adoption of Resolution 2020-02.

Current Work to Improve the Billing Cycle:

Currently, Casitas compiles customer water use data at the end of each month and subsequent to a period of error correction, sends that data file to a third-party vendor to issue the customer bills. This process has taken about thirty days to complete each month. Administration staff is working to reduce the error correction period to just fourteen days. This would help reduce the delinquency waiting period by a like amount.

Future Revision of the Casitas MWD Rates and Regulations:

Staff is also planning work for a comprehensive update to the full Rates and Regulations document. While certain portions of the Rates and Regulations were amended to comply with SB 998, there are several other areas that should be brought up to date which includes coordination with the Water Efficiency and Allocation Program (WEAP). Staff is planning to return to the Board in later this year with proposed revisions to the Rates and Regulations.

Attachments:

1. Senate Bill 998
2. Casitas MWD Resolution 2020-02

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION 2020-02

A RESOLUTION OF THE CASITAS MUNICIPAL WATER DISTRICT TO AMEND SECTIONS 2, 4.7, 10.2 AND 15.7 OF THE RATES AND REGULATIONS FOR WATER SERVICE

WHEREAS, the California Water Shutoff Protection Act (“Act”), codified as California Health and Safety Sections 116900 et seq., imposes certain administrative procedural and notice requirements on the Casitas Municipal Water District (“Casitas”) related to the discontinuation of residential water service; and

WHEREAS, certain provisions of the Rates and Regulations for Water Service, adopted by the Casitas Municipal Water District Board of Directors on December 19, 2009 must be amended to conform to requirements of the Act; and

WHEREAS, Casitas wishes to comply with the Act and provide residential customers with ample procedural safeguards to ensure water discontinuations do not affect the health and safety of Casitas customers; and

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

1. Section 2 of the Casitas Rates and Regulations is hereby amended to include the following definitions:

“Residential service” shall mean and include all service to any single-family residence, multi-family residences, apartment and condominium complexes, mobilehomes and mobile home parks, farmworker housing, or other types of community development for domestic purposes. 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.

“Non-residential service” shall mean service provided to a customer that is not within the scope of “residential service” as defined in this Section.

2. Section 4.7 of the Casitas Rates and Regulations is hereby amended to read as follows:

4.7 ESTABLISHMENT AND MAINTENANCE OF CREDIT.

4.7.1 DEPOSITS. Customers are required to establish and maintain credit to the satisfaction of Casitas. If the customer is a water agency, credit will be deemed established. All other customers shall be required to furnish a deposit to guarantee payment of the customer's obligations to Casitas until good credit has been established to the satisfaction of Casitas. A customer's credit shall be considered established and maintained to the satisfaction of Casitas if the service

has not received a delinquency charge, a shutoff notice hanging tag, or a shutoff for a period of one year. 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. In the event the customer does not continue to maintain their credit to the satisfaction of Casitas after the deposit has been refunded, the full deposit will again be required in order to continue water service. The customer will be notified in writing with the first shutoff notice that a deposit will be required to restore water service after it has been shut off. Deposits shall be in accordance with the following schedule:

<u>Meter Size</u>	Amount
Up to 1: Meters:	\$ 60.00
Up to 2" Meters: Residential:	100.00
Up to 2" Meters: Agricultural:	150.00
3" and Larger Meters:	200.00

4.7.2 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.

4.7.3 RENTERS. All new account holders shall be the owner, manager, or operator of the property.

If the owner, manager, or operator of a residential property is the customer of record, and the account has become delinquent, and the Residential service is subject to shutoff due to nonpayment (refer to Section 10.2.2 "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 that the occupant verifies that 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 will be subject to the terms under Section 10.2.4 "Remedies for Nonpayment."

If the renter closes their account, the account will revert back into the owner's name and the owner will be responsible for all services and charges that are incurred after the time from which the renter closed their account.

3. Section 10.2 of the Casitas Rates and Regulations is hereby amended to read as follows:

10.2 PAYMENT.

10.2.1 DATE DUE. Amounts due Casitas pursuant to bills rendered in conformance with subsection 10.1, "Water Service", above shall be due and payable upon deposit of said bills in the United States mails addressed to the customer at the mailing address designated by customer or presented to the customer.

10.2.2 DELINQUENCY. Payment for water service shall become delinquent if unpaid on the last business day of the month of the billing cycle.

10.2.2.1 NON-RESIDENTIAL SERVICE DELIQUENCY. If a Non-residential service customer becomes delinquent due to non-payment, a delinquency percentage equal to ten (10%) of the bill shall be added to the bill. A shutoff notice hanging tag shall be hung on the door providing 48-hour notice of shutoff. If the bill remains unpaid when the hanging tag is processed, a charge of twenty dollars (\$20.00) shall be assessed. Two days later shall be the shutoff day. Shutoffs shall be made for all services remaining unpaid two days following the hanging of the tag. A charge of twenty dollars (\$20.00) shall be assessed for each service shut off if the bill remains unpaid.

10.2.2.2 RESIDENTIAL SERVICE DELIQUENCY. If a Residential service customer becomes delinquent due to non-payment, Casitas shall send the customer a past due notice. A delinquency percentage equal to ten (10%) of the past due bill shall be assessed to the customer's account. If the customer's billing address is different than the service address, past due notice shall also be sent to the Residential service address, addressed to "Occupant(s)".

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.

A shutoff notice hanging tag shall be hung on the door of the service address no less than ten (10) days prior to discontinuation of service. If the bill remains unpaid when the hanging tag is processed, a charge of twenty dollars (\$20.00) shall be assessed. The shutoff hanging tag shall contain information on how to restore Residential service.

Casitas shall provide eligible customers with the opportunity to participate in agreed upon payment plans. 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 60 days. In such instances, Casitas may

discontinue Residential water service no less than five (5) days after placing a shutoff notice hanging tag on the door of the Residential service address. If the bill remains unpaid when the hanging tag is processed, a charge of twenty dollars (\$20.00) shall be assessed.

Nothing in this Section 10.2 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's right to discontinue service as set forth herein.

10.2.3 RESTORATION OF WATER SERVICE. In order to restore water service following a shutoff for non-payment, the customer shall be required to pay the twenty dollar (\$20.00) turn-on charge in addition to water service charges which have become delinquent pursuant to subsection 10.2.2, "Delinquency", and 10.2.4 "Remedies for Non-Payment Charges". 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, the aforementioned shutoff charge shall again be added to the customer's account in addition to the returned unpaid check charge provided for in paragraph 10.2.5, "Returned Checks".

10.2.4 REMEDIES FOR NONPAYMENT. 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.

10.2.5 RETURNED CHECKS. Should a check be returned by a bank for any reason, the customer shall be charged \$30.00 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 twelve (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.

4. Section 15.7 of the Casitas Rates and Regulations is hereby amended to read as follows:

15.7 APPEALS PROCESS:

15.7.1 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 Supervisor stating the nature of the

appeal. The appeal shall be reviewed by the Water Conservation Supervisor and the Principal Civil Engineer and a final recommendation reported to the General Manager. Decision of the General Manager shall be reported to the customer in writing and to the Casitas Board of Directors.

15.7.2 ALLOCATION AND CONSERVATION PENALTY APPEALS: Customers who wish to appeal their assigned allocation or a conservation penalty may do so according to the appeal process described in the latest adopted version of the Water Efficiency and Allocation Program.

15.7.3 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 and to the Board of Directors.

15.7.4 WATER BILL APPEAL: Customers wishing to appeal a water bill for reasons other than billing errors or a meter malfunction must submit their written appeal to the General Manager or designee, who shall review the nature of the appeal and submit a recommendation to the Casitas Board of Directors for final approval.

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

15.7.6 APPEALS TO BOARD OF DIRECTORS: Nothing in this ordinance shall restrict or prevent any customer from appealing to the Casitas Board of Directors.

Notwithstanding anything else 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.

This resolution shall become effective upon its adoption.

ADOPTED this 8th day of January, 2019.

Russ Baggerly, President
Casitas Municipal Water District

ATTEST:

Angelo Spandrio, Secretary
Casitas Municipal Water District

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be 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.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the 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. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

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MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Review and possible action on a Request for Proposals for study of Casitas MWD water rates**
Date: July 23, 2021

RECOMMENDATION:

The Board of Directors provide input to the RFP and direct staff to release the Request for Proposals (RFP) for the Water Rate Study.

BACKGROUND:

In 2017 a water rate study was completed and the Board adopted a five year increase of 12% per year until 2021.

The last water rate adjustment connected with the 2017 Board action went into effect on July, 1 2021.

DISCUSSION:

With the increasing costs of the aging Legacy and Ojai system and much needed capital improvements along with depleting reserves it is time to review our rates. A qualified consulting firm is needed to conduct a water cost of service and rate design study.

The purpose of the request for services is to provide the District with five years of rate schedules for water sales and service rates that are consistent with industry accepted cost-of service principals, satisfy future revenue requirements and meet all State law requirements (including Propositions 218 and 26), and are adaptive to the requirements that are being developed by the State Water Resources Control Board.

The major objectives of the study include the following:

1. Ensure Revenue Sufficiency to meet the operation and maintenance (O&M) and capital needs of the District's water utility.
2. Ensure that rates are fair and equitable and are consistent with applicable State law.

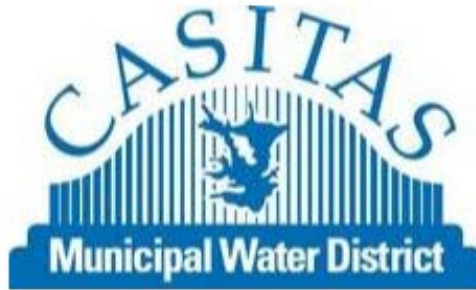
3. A plan for rate and revenue stability to prevent rate spikes and provide for adequate operating and capital reserves and the overall financial health of the water utility under varying conditions.
4. Rates that consider the District's cash flow and reserve maintenance under reduced water demand scenarios that result from water conservation actions being implemented by the District and the State.
5. Rates that promote water use efficiency through a water budget-based structure or similar allocation structure that will comply with the State's requirements.
6. Appropriate distribution of fixed charges (e.g., meter charges) to recover fixed costs in a manner that will stabilize revenues during periods of low water sales.
7. Clear and transparent presentation of the rate logic, and easily understood and implemented.

Proposal would be due from prospective rate study consultants on August 27, 2021 with possible award of a contract by the Board at the September 22nd Board Meeting.

This should leave ample time for the study to be completed and the Proposition 218 process to be completed (if deemed necessary by the study) ahead of a July 1, 2022 implementation.

ATTACHMENT:

Request for Proposal Water Cost of Service and Rate Design Study
RFP Mailing List



**REQUEST FOR PROPOSALS
FOR
WATER COST OF SERVICE AND RATE DESIGN STUDY**

July XX, 2021

**PROPOSAL DUE BY 3:00 p.m.
August 27, 2021**

Proposal format: electronic copy

**CASITAS MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSAL
WATER COST OF SERVICE AND RATE DESIGN STUDY**

INTRODUCTION

The Casitas Municipal Water District is seeking proposals from qualified firms to conduct a water cost of service and rate design study for the District beginning in September 2021 with expected implementation on July 1, 2022. It is also requesting proposals to include assistance with public hearing support during the Proposition 218 process.

GENERAL INFORMATION

Organization

Casitas provides wholesale and retail water service to western Ventura County and is governed by a five-member elected Board of Directors (Board). Originally named the Ventura River Municipal Water District, Casitas was formed in 1952 to provide supplemental water to the agricultural communities in its service area. The service area also includes residential, commercial, and industrial uses. Wholesale customers include the City of Ventura and several special districts and mutual water companies. In June 2017, Casitas acquired the Ojai Water System (OWS) from Golden State Water Company (GSWC) and absorbed those customers as retail customers.

Source of Supply and Water Demand

All water supplies are local, consisting of groundwater wells and surface water in Lake Casitas. Lake Casitas was formed by the construction of Casitas Dam by the US Bureau of Reclamation in 1958. The total lake capacity is 237,761 acre-feet (AF) as of 2017. The Robles Diversion and Fish Passage Facility is located on the north end of the Ventura River and allows Casitas to divert river flow to the Robles Canal to feed Lake Casitas.

As of June 30, 2020, Lake Casitas was at approximately 38.0 percent of capacity (85,000 AF in storage) due to the ongoing drought.

The Casitas System includes one groundwater well. The combined planned operational yield from Lake Casitas and the well is 15,010 AFY.

The Ojai Water System includes the Ojai Wellfield on the east end of Ojai with six groundwater wells. These wells are located in the Ojai Groundwater Basin and currently provide approximately 1,800 AFY of supply.

Casitas does hold 5,000 AFY entitlement from the State Water Project (SWP). To date, the infrastructure is not in place to deliver the contractual share to Casitas. Design of a 1.5-mile intertie between Casitas and Carpinteria Valley Water District, referred to as the Ventura-Santa Barbara Counties Intertie, is expected to be complete in 2022, and funding is being pursued for construction. The intertie will allow delivery of imported water to Casitas to augment local supplies and mitigate impacts of droughts and emergencies.

Annual water deliveries vary considerably from year to year. In the most recent years demands on the system have ranged from a low of approximately 9,800 AF in FY 2019 to a high of approximately 19,000 AF in FY 2014. Agricultural customers make up the majority of demand at 50 percent. Wholesale customers comprise approximately 30 percent and retail customers 20 percent based on an average from 2011-2020.

Every Casitas customer has an assigned water allocation. Casitas manages customer demands through the Water Efficiency Allocation Program (WEAP), which includes conservation targets based on lake level. Currently, Casitas is currently in Stage 3 of the WEAP with mandated 30 percent conservation. Customers who exceed their allocation pay penalties.

Water Rate Background

In June 2015, the District applied a water budget based system to assign water allocations to individual customer accounts, with the application of a conservation surcharge for those accounts that exceed their water allocation.

In 2017, the District had a consultant perform a water rate study with the result being a five year increase of 12% per year until 2021. The adopted study included a two-rate component bill among customers that include (1) fixed charge based on the size of the water meter serving a property and (2) volumetric charge based on the amount of water served to a property.

The City of Ventura initiated a water rights adjudication of four groundwater basins within the Ventura River watershed. The basins named in the lawsuit include: Upper Ventura River Groundwater Basin, Lower Ventura River Groundwater Basin, Ojai Valley Groundwater Basin, and Upper Ojai Valley Groundwater Basin. The outcome of the adjudication is currently unknown and Casitas continues to actively defend and protect its water rights. As a result of the water right adjudication, a consultant was hired to provide an analysis of a pass-through fee for the expected costs associated with the lawsuit, which was proposed to be added to the fixed charge. The pass-through fee was adopted through a proposition 218 process and became effective July 1, 2020.

ADDITIONAL INFORMATION

Interested parties may obtain information about the District on the District’s website: www.casitaswater.org . The information that is available from the website includes existing water rates, meter service charges, the Comprehensive Annual Financial Report (FY 2000-2020), the 2020 Urban Water Management Plan, and the Water Efficiency and Allocation Plan.

PROJECT TIMELINE

The below table identifies and estimates the dates/ timeframe for receipt, evaluation, award, and implementation. Please note these key dates when preparing your response.

Description	Date
Board approves release of RFP	July 28,2021
Release RFP to Vendors	July 29,2021
Deadline for questions regarding RFP	August 23,2021
Proposal Due Date	August 27,2021
Proposal Review	August/ September
Vendor Selection Board Approval	September 22,2021
Contract Execution	September 23,2021

The intention is to implement the results of this study for the FY2022-2023 budget process. The first draft of the budget is provided to the Finance Committee in March with board approval of the final budget in June.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the request for services is to provide the District with five years of rate schedules for water sales and service rates that are consistent with industry accepted cost-of service principals, satisfy future revenue requirements and meet all State law requirements (including Propositions 218 and 26), and are adaptive to the requirements that are being developed by the State Water Resources Control Board.

The major objectives of the study include the following:

1. Ensure Revenue Sufficiency to meet the operation and maintenance (O&M) and capital needs of the District’s water utility.
2. Ensure that rates are fair and equitable and are consistent with applicable State law.
3. A plan for rate and revenue stability to prevent rate spikes and provide for adequate operating and capital reserves and the overall financial health of the water utility under varying conditions.

4. Rates that consider the District’s cash flow and reserve maintenance under reduced water demand scenarios that result from water conservation actions being implemented by the District and the State.
5. Rates that promote water use efficiency through a water budget-based structure or similar allocation structure that will comply with the State’s requirements.
6. Appropriate distribution of fixed charges (e.g., meter charges) to recover fixed costs in a manner that will stabilize revenues during periods of low water sales.
7. Clear and transparent presentation of the rate logic, and easily understood and implemented.

SCOPE OF WORK

The following scope of work is an outline of the minimum services to be provided. Your proposal should include all services that can be reasonably expected for developing a five –year rate schedule for water services with a forecast of rates to ten years, engaging the Casitas Finance Committee, presenting the findings to the District’s Board of Directors, and preparing and participating in Proposition 218 protest hearings.

Task 1: Review and Propose Modifications to the Revenue Requirements

The consultant shall obtain all available information to assist in the review of the methodology and development of water revenue requirements to be used in the Study, meet and confer with staff and the Finance Committee as needed, and make recommendations for improvement as needed.

Task 2: Conduct Cost of Service Analysis

The consultant shall perform a cost of service analysis for the various water user classifications, described and defined in compliance with accepted methods, best practices, and State Law, and presented in clear terms that are understood by the public.

1. Identify various direct costs included in the District’s budget and make recommendations for any changes necessary to ensure direct operational costs are properly aligned with the appropriate service.
2. Prepare a written standardize cost of service study with any recommended changes.

Task 3: Review and Propose Changes to Current Rates

The consultant shall prepare a rate design study that provides a clear, written analysis of the basis upon which the rates were calculated, including an analysis of rate classes to eliminate and/or add classes as appropriate.

1. Review the composition and construction of all customer classes, and recommend any changes.
2. Evaluate the District current budget rate based tiered water rate structure, including such factors that determine a customer's water budget.
3. Recommend any appropriate changes to adequately recover fixed costs and commodity cost.
4. Demonstrate that any alternative rate structure is easy to understand and administer and can be accommodated with the existing District billing system.
5. Ensure that the recommended rate structure complies with all laws, regulations and policy, are defensible and documented, and are developed to comply with Propositions 218 and 26.
6. Prepare and provide the District water rate and service fees model that may be used by the District staff on a going forward basis and train staff in the use of the model.
7. Assess the impact on any proposed rate structure due to drought, mandatory rationing, or other water shortage factors. Evaluate and recommend a pricing program that mimics the different water stages of the District's Water Efficiency and Allocation Program and continues to fund water operations and capital projects.

Task 4: Reports

The Study will include the preparation and review with District staff of draft and final reports, and presentation of the draft and final reports to the District Board of Directors at assigned public meetings.

Task 5: Public Outreach (if required)

Prepare materials and participate with District staff in at least three (3) workshops with stakeholders to present and explain the recommended rate changes and proposals.

PROPOSAL FORMAT AND CONTENT

Proposals shall be limited to no more than 15 pages (11 point font), plus appendices, and have the following content:

1. **Cover Letter** – A signature by a Principal or officer having the authority to negotiate and contractually bind and execute the terms of the written proposal.
2. **Executive Summary** – A description of the understanding, approach, and methodology proposed to meet the district's objectives.
3. **Experience** – Provide a brief description of the firm's history, size, and organization. Describe the experience of the firm and the individuals assigned with projects of a similar nature to the district's and any specific experience developing and modifying

tiered water rate structures or similar rate structure. Provide three examples of similar projects successfully completed that demonstrate the required experience to perform the work requested.

4. **Qualifications** – Provide the qualifications and resumes of staff assigned to perform the work. If using sub-consultants, provide the company profile and define the responsibilities and services to be performed by the sub-consultants.
5. **Project Organization, Approach and Timeline** – Provide a work plan, including major activities and schedule for the project, deliverables and milestone dates. Describe how you will approach each task outlined in the scope of work. Identify the primary point of contact that will be responsible for overall corporate commitment and the project manager.
6. **References** – Include three references from water agencies of similar size and budgets. Each reference must include the client’s name and contact information, the general scope of work performed for the agency, and role of key team members.
7. **Cost Proposal** – Provide a detailed breakdown of labor hours by task and position, including sub-consultants, a listing of billing rates by employee, and a maximum not-to-exceed project fee, inclusive of all direct and indirect costs associated with the project. This process is not considered a bid, nor will cost alone decide who is selected. Please note that the District relies heavily on the not-to-exceed amount and is reluctant to grant further increases unless substantial reasons are made for any overage. A requested payment schedule should accompany the work schedule.

PROPOSAL SUBMISSION

Due to the COVID-19 pandemic, proposals will be received only via email. No hard copy submissions are required or desired. The email must be received by Casitas Municipal Water District at the below email address by **3:00 p.m. (Pacific) on August 27, 2021**.

Proposals must be emailed to: jbrown@casitaswater.com

Subject line: PROPOSAL- [Insert Firm Name]

The proposal shall be sent in PDF format. The proposal must be received at the specified email address by the closing of business date indicated above. Late proposals will not be accepted.

Interested parties may submit written questions regarding this RFP to Janyne Brown jbrown@casitaswater.com. To be given consideration, questions must be received by **3:00 p.m. on August 23, 2021**. All questions asked by proposers and answers provided in response will be posted to the Casitas Municipal Water District Website at:

<https://www.casitaswater.org/about-us/finance>

EVALUATION OF PROPOSALS

A contract will be considered for award at the District’s sole discretion to the most qualified and responsive firm whose proposal best conforms to the district’s needs. The District reserves the right to reject any and all proposals, to waive any informality or irregularity in any Proposal received, and to negotiate terms, conditions, and rates with any responsible, responsive proposer.

Proposal will be evaluated based upon the following factors:

Area of Evaluation	
Experience, expertise, qualifications, and references with similar projects.	20%
Qualifications of the firm and individuals assigned to perform the work, familiarity and experience with cost of service and rate design in California in compliance with State law, and the understanding of water budget-based and other allocation rate structures.	30%
Understanding the project scope, approach to accomplish the work, and project timeline.	40%
Project cost.	10%

The District may request additional information or clarification from any or all proposers after the initial evaluation.

A District staff recommendation for the selected firm will be considered by the Board of Directors for approval of the selection and the terms of the contract.

AGREEMENT FOR CONSULTING SERVICES

A sample of the District’s standard Consultant Contract for Services is provided for review by the proposer. Submission of a Proposal indicates the Firm/Consultant’s willingness to accept the terms of the agreement. Please specifically identify each and every term of the agreement that the Firm/Consultant is unwilling to accept and the reason therefore.

RFP Mailing List

Mark Hildebrand
Hildebrand Consulting
(510) 316-0621
mhildebrand@hildco.com

HDR
Shawn Koorn, Associate VP/Utility Rates Lead
(425)450-6366
Shawn.Koorn@hdrinc.com

Bartle Wells Associates
Doug Dove, President
(510)653-3399; ext 110
ddove@bartlewells.com

Chris Fisher
Willdan Financial Services
(951) 587-3528
cfisher@willdan.com



**CASITAS MUNICIPAL WATER DISTRICT
AGREEMENT
FOR PROFESSIONAL SERVICES
WATER COST OF SERVICE AND RATE DESIGN**

THIS AGREEMENT is made and entered into this _____ day of _____ in the year 2021 by and between the **CASITAS MUNICIPAL WATER DISTRICT**, herein designated as the **District**, and **[CONSULTANT]**, herein designated as the **Consultant**. Together, District and consultant shall be referred to herein as Parties.

RECITALS

WHEREAS, the District issued a Request for Proposals to obtain professional services that would develop a water cost of service and rate design study, scope of work; and

WHEREAS, the Consultant submitted a Proposal to complete the required scope of work; and

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

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

1. SCOPE OF SERVICES.

Goal. The goal of the services is to develop a clear, explainable and defensible water rate analysis that will provide financial stability for the District by establishing five years of water rate schedules for commodity and fixed charges that are consistent with industry accepted cost-of service principals, satisfy future revenue requirements and meet all State law requirements (including Propositions 218 and 26), and are adaptive to the requirements that are being developed by the State Water Resources Control Board.

Scope of Work. The scope of work shall include the services requested by the District in the Request for Proposals (dated _____, 2021) and the procedural and

technical enhancements that are recommended in the Consultant's proposal (date _____, 2021).

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, 2022. The District reserves the right to extend the term of this Agreement for one year extensions for a maximum of two additional years.

2. TIME OF PERFORMANCE. The services of the Consultant are to commence on _____, 2021 and to be performed in accordance with the Proposed Project Schedule that the Consultant has provided in the proposal, with adjustments to meetings as deemed mutually acceptable by both parties, concluding all work no later than June 30, 2022, at which time the Consultant anticipates the completion of all services by the Consultant and acceptance of those services and materials by the District. This contract term may be extended by mutual consent of the parties.
3. DISTRICT'S OBLIGATIONS. District shall make available to Consultant all data and information in possession of District, which District deems necessary to the preparation of the work. Consultant has the right to rely on the information so supplied by the District. The General Manager of the District may authorize a staff person as his/her representative to confer with Consultant relative to Consultant services hereunder. The work in progress hereunder shall be reviewed and inspected from time to time by the District at the discretion of District or upon the request of consultant.
4. COMPENSATION AND METHOD OF PAYMENT.

Compensation. The compensation to be paid to Consultant, including both payments for professional services and reimbursable expenses, shall be at the rate and schedules listed in the Cost Proposal that was provided by the Consultant, attached hereto as Exhibit "A". The District has approved the not to exceed fee of \$_____ for the services provided by the Consultant and an additional not to exceed fee of \$_____ for the public outreach to be provided. Payment by the District under this agreement shall not be deemed a waiver of defects, even if such defects were known to the District at the time of payment.

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.

Timing of Payment. Billing for said services may be on a monthly basis. The District shall review Consultant's statement and pay Consultant for services rendered within 30 days of receipt of the Consultant's Statement.

Changes in Compensation. Consultant shall provide 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, or 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.

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.

5. PROJECT SCHEDULE. The Consultant understands the importance of accurate and timely completion of the required tasks in accordance with the services schedule attached to this Agreement.
6. RESPONSIBILITY OF CONSULTANT.
 - a. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, promptly correct any Consultant errors, omissions, or other deficiencies in its analysis, reports, and other services; to the extent such corrections are not attributable to change in project description or data modification by District.
 - b. 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 Consultant's Cost Proposal (Exhibit "A"). Approval by District of analyses and reports 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.
 - c. Consultant's work, or work under its direction, shall be sufficient to meet the purposes specified in this agreement and scope of work, and shall be rendered in accordance with the accepted practices, State law, and to the standards of profession.
 - d. Consultant may represent, perform services for and be employed by additional

individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with district's business.

- e. Consultant agrees to testify at District's request if litigation is brought against the District in connection with Consultant's report. Unless the action is brought by Consultant or is based upon Consultant's negligence, District will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates.
- f. To the fullest extent possible under the applicable law, Consultant's total liability under this Agreement (whether in contract, or otherwise and including on termination) is limited to the amount of the compensation paid. Consultant shall not be liable for any loss of profit, loss of business or any incidental, special, indirect or consequential loss.

7. PERSONNEL.

- a. District requires the following project team members to work directly with District until completion of the project. Consultant shall inform District immediately if any of the personnel or staff listed in the Proposal becomes unavailable for any reason prior to completion of their tasks. In the event a change in any of the 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.
- b. Consultant, including its employees, is an independent Consultant. No employer/employee relationship exists between Consultant and District. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Consultant under this agreement.

8. DELIVERABLES. The Consultant has stated in the Proposal a list of deliverables for each Task.

9. INSURANCE.

- a. During the course of this Agreement, Consultant shall pay for and maintain in full force and effect, and cause each of its sub consultants 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 sub consultants 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 District, its officers, directors, and employees 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 sub consultant 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 Contractor's indemnity obligations for 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 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 District, its officers, directors and employees as additional insured with respect to claims arising out of operations performed on behalf of Consultant for the Services covered by this Agreement.
- d. Prior to the commencement of performance of any work under this Agreement, Consultant and its sub consultants shall furnish District with certificates of insurance with endorsements in form and substance satisfactory to 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.

10. **INDEMNIFICATION.** Consultant shall defend, indemnify and hold District and its officers, directors, employees, and agents harmless from all loss, liability and expense from all claims, demands or liability if and to the extent caused by negligence or willful misconduct of Consultant, its sub consultants and employees whether such claims, demands or liability are caused by Consultant, Consultant's agents or employees, or sub consultants employed by Consultant, their agents or employees, or products installed on the project by Consultant or its sub consultant, 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 assessment 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.

11. 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.
12. TERMINATION. In addition to the rights granted to District under the General Conditions, 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 District.
13. 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 or 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.

14. 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.

15. 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.

16. 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.

17. 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:
Janyne Brown, Chief Financial Officer
Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022
805.649.2251

To Consultant:
Principal
CONSULTANT
Address
City State Zip
Phone

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:

John M. Matthews, Attorney
Arnold LaRochelle Mathews VanConas & Zirbel LLP

CONSULTANT

By: _____

Title: _____

Printed Name: _____

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: APPROVAL OF AN ADMINISTRATIVE LICENSING AGREEMENT FOR CASITAS MWD'S EMERGENCY USE OF THE COUNTY OF VENTURA POLLUTION PREVENTION CENTER LOCATED AT 5777 NORTH VENTURA AVENUE
DATE: 7/23/21

RECOMMENDATION:

Approval of the Administrative Licensing Agreement as presented.

BACKGROUND:

Access to the Casitas district has limited entry points that are susceptible to closure during an earthquake or heavy rain season. The facility is located adjacent to Highway 33 but in a location outside of typical landslide risks.

During an emergency event, the facility could be used as a staging area for material deliveries to be used for damage repair as well as a location for staff and vendor coordination due to the emergency-related lack of access to the Casitas facilities in the Ojai Valley.



DISCUSSION:

The licensing agreement provides access to the areas of the facility not currently being used for storage of hazardous materials. This is expected to be the office along with certain portions of the outside areas.

Casitas would be required to provide and maintain a certificate of insurance during the term of the agreement which is five years.

Casitas would also be responsible for any damage to the facility or costs incurred by the County during Casitas' emergency use of the facility.

BUDGETARY IMPACT:

No budgetary impact due to the agreement but possible costs when Casitas makes use of the facility during an emergency. These costs would likely be reimbursable through FEMA and CAL OES in the event of a major emergency.

ADMINISTRATIVE LICENSE AGREEMENT

This Administrative License Agreement (“Agreement”), effective as of the last date signed below (“Effective Date”), is made and entered into by and between the County of Ventura (“County”) and the Casitas Municipal Water District (“District”). County and District may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, County owns and controls the property known as the County of Ventura Pollution Prevention Center located at 5777 North Ventura Avenue in the unincorporated area of the County of Ventura within the State of California (“Premises”);

WHEREAS, District desires the ability to utilize the Premises during an Emergency Event should its main office located at 1055 Ventura Avenue, Oak View, California 93022 become inaccessible; and

WHEREAS, District will pay County for use of the Premises and for disruption and/or suspension of regular County activities during such use;

NOW, THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT

1. Recitals. The recitals set forth above are incorporated herein as though set forth in full in this Agreement.
2. Definitions.

The following capitalized terms have the meanings set forth in this section two wherever used in this Agreement, unless otherwise provided:

- (a) “Emergency” means a sudden and unexpected occurrence demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, or earthquakes.
- (b) “Emergency Event” means a sudden and unexpected occurrence such as an earthquake, flood, wildfire, or other similar or different circumstance beyond the reasonable control of District.
- (c) “Collection Event” means a scheduled County household hazardous waste event for collecting, receiving, profiling, packaging, labeling, storing, and

transporting household hazardous waste discarded by County residents and using a service provider contracted by County.

3. Use of Premises. During an Emergency Event, County will allow District intermittent use or, on occasion, the non-exclusive continuous use of the Premises.

4. Term. The term of this Agreement shall be for five (5) years ("Term"). Said Term shall commence on the Effective Date and continue for five years unless, and until, terminated earlier by either Party by providing thirty (30) days' advance written notice to the other Party.

5. Use. District's use of the Premises during an Emergency Event shall be confined to the office and exterior areas only, including the front and rear paved areas. District's access to any portion of the Premises designated for the storage of household hazardous waste is explicitly prohibited. District shall ensure the chain link gate separating the front and rear portions of the Premises is closed and locked after each occasion on which District uses the Premises.

6. Consideration. To compensate County for administrative and utility costs during District's use of the Premises and for disruption and/or suspension of County's regular activities during such use, District shall pay County the sum of sixty two dollars and fifty cents (\$62.50) per day, or for any partial day, on which District uses the Premises during an Emergency Event. This per diem consideration shall be due and payable within thirty (30) days following the end of the month in which District used the Premises during an Emergency Event.

7. Notice. District shall request use of the Premises by providing written notice to County with as much advance notice as practicable.

8. Exception to Use of the Premises. Notwithstanding any provision in this License to the contrary, County, in its sole discretion, shall have the right to preclude District's use of the Premises during an Emergency Event, when the Premises is required for use by County for a Collection Event, or when the Premises is required for use during an Emergency by County and/or Ventura County Fire Protection District.

9. Repairs and Maintenance. District agrees to restore the Premises to, as nearly as practicable, its condition that existed prior to any period of use by District and to pay for any costs required for such restoration. District agrees that upon the expiration or earlier termination of this Agreement, District shall remove any equipment, materials or other items delivered to the Premises by or on behalf of District.

10. Insurance.

A. District, at its sole cost and expense, will obtain and maintain in full force during the Term of this Agreement the following types of insurance:

1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.

2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also, to include uninsured/underinsured motorists' coverage in the minimum amount of \$100,000 when there are owned vehicles.

3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of district and Employer's Liability in the minimum amount of \$1,000,000.

B. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of District's insurance coverage and will not contribute to it.

C. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D. The County, its boards, elected officials, agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured as respects work done by District under the terms of this contract on all policies required (except Workers' Compensation).

E. District agrees to waive all rights of subrogation against the County, its boards, elected officials, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by District under the terms of this Agreement as it pertains to Workers' Compensation.

F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County's, Risk Management Division.

G. District agrees to provide County with the following insurance documents on or before the effective date of this Agreement:

1) Certificates of Insurance for all required coverage.

2) Additional Insured endorsements.

3) Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

11. Indemnity; Defense; Hold Harmless. District hereby agrees to indemnify, defend, and hold harmless County, its elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, for any death, bodily injury or property damage resulting from or arising out of or in any way connected with the use or occupancy of the Premises by District or its guests, servants, agents, employees, licensees, passengers, and invitees.

12. Entire Agreement. This Agreement contains the entire understanding of the Parties hereto and no obligation other than those set forth herein will be recognized.

13. Governing Law; Forum; Venue. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the Parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

14. Counterparts. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, will be deemed to be an original, and such counterparts will constitute one and the same instrument.

15. Notices and Payments. All notices required under this Agreement, including change of address, shall be made in writing and all notices and payments shall be made as follows:

To County: County of Ventura
Public Works Agency
Water & Sanitation Department
Integrated Waste Management Division
800 South Victoria Avenue
Ventura, California 93009-1650

To District: Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022-9299

IN WITNESS WHEREOF, this Agreement is effective when executed by both Parties.

Date: _____

By: _____
MICHAEL FLOOD, General Manager
Casitas Municipal Water District

Date: _____

By: _____
JEFF PRATT, Director
Public Works Agency
County of Ventura

DRAFT

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: MONTHLY ENGINEERING STATUS REPORT
DATE: 07/28/2021

RECOMMENDATION:

The Board receive and file the Monthly Engineering Project Status Report for July 2021.

DISCUSSION:

The status of Water Security and Infrastructure Improvements projects for July 2021 is provided below and in the attachment.

Project	Anticipated Committee / Date	Anticipated Board Date / Action
WATER SECURITY PROJECTS		
Urban Water Management Plan	NA	NA
<ul style="list-style-type: none"> • Uploaded to DWR website 6/25/21 • Hard copies sent to City of Ojai, City of Ventura, County of Ventura and State Library • Complete, will delete from next report 		
Ojai Wellfield Rehabilitation/ Replacement	TBD	TBD
<ul style="list-style-type: none"> • Mutual Well #7 well equipping and site work design 90% comments returned to engineer 		
Horizontal Bore (HOBO)/Deep Vertical Test Bore	TBD	TBD
<ul style="list-style-type: none"> • No work performed 		
Ventura-Santa Barbara Counties Intertie	TBD	8/11/21 Amendments
<ul style="list-style-type: none"> • Weekly design meetings held with WWE • Preparing amendments for design and environmental services • Pipe excavation for condition assessment, week of 8/9/21 		
Robles Diversion Fish Screen Prototype Testing	TBD	TBD
<ul style="list-style-type: none"> • Coordinating installation of horizontal wedge-wire screens with USBR/NMFS • Participating in Robles Working Group meetings 		
Robles Forebay Cleanout	TBD	7/28/21 Authorize budget
<ul style="list-style-type: none"> • Timeline and budget estimate prepared • Plans and specifications for bidding to be prepared upon budget authorization 		
INFRASTRUCTURE IMPROVEMENTS		
Ojai Water System Improvements	TBD	TBD
<ul style="list-style-type: none"> • West Ojai Meter Relocations – first relocation complete, 3-4 to occur in August • Grand Avenue Pipeline Replacement (Spec No 20-436) construction underway; main 		

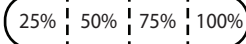
Project	Anticipated Committee / Date	Anticipated Board Date / Action
<p>pipeline complete; final tie-in at Signal complete; paving and striping first week in August</p> <ul style="list-style-type: none"> Lion Street Pipeline Replacement and Fairview Road Connections (Spec No 20-437) to start construction early August West Ojai Pipeline Replacement construction underway on Bristol, Topa Topa, Santa Ana, San Antonio, Crestview, and Oak Creek; anticipated completion early August West and East Ojai Avenue Pipeline Replacement awaiting Caltrans permit conditions; addressing Caltrans comments for re-submittal. Negotiating contractor storage/staging areas with property owners Ojai Water System and Casitas System Integration Evaluation; final Tech Memo under internal review Mutual Wellfield Piping Improvements to be re-started upon completion of West Ojai Pipeline construction Mutual #4 removal of damaged 40 HP motor due to SCE outage and installation of existing 10 HP submersible pump and motor Mutual #6 installation of new vertical turbine pump from last year's pump failure. Existing motor to be reinstalled Wellfield VFDs received; installation underway 		
Asphalt Paving	TBD	TBD
<ul style="list-style-type: none"> Patch list #1 prepared and to be performed week of 7/26/21 		
Casitas Dam Hollow Jet Valve Replacement	TBD	TBD
<ul style="list-style-type: none"> Kickoff meeting with USBR staff scheduled for 8/11/21 		
Santa Ana Bridge Pipeline Relocation	TBD	10/13/21
<ul style="list-style-type: none"> Task Order issued for final design, bid phase and construction phase services for pipeline installation Additional relocation portion identified in conflict with new retaining wall Expect to release for bidding 9/1/21, pre-bid site walk 9/15/21, bids due 9/29/21 		
Ojai East Reservoir Residual Management System	TBD	TBD
<ul style="list-style-type: none"> Complete, will delete from next report 		
Emergency Generators at Rincon, Avenue 1, and Avenue 2 Pump Plants	TBD	9/8/21
<ul style="list-style-type: none"> Procurement meeting held with CalOES and FEMA rep on 7/6/21 Issued RFQ-P for Engineering Services; submittals due 8/12/21 		

Attachment: Monthly Status Report
 Paving List #1



Engineering Project Status July 2021

★ Indicates Change



Casitas Water System
Ojai Water System
Lake Casitas Recreation Area



	CONSULTANT SELECTION	PLANNING	DESIGN	BIDDING	CONSTRUCTION
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Water Security

Infrastructure Improvements

			<p>Water Security</p> <p>Mutual Well #7 Equipping and Site Work</p> <p>Ventura-Santa Barbara Counties Intertie</p>		
	<p>Emergency Generators Rincon, Avenue 1 and Avenue 2 Pump Plants ★</p>	<p>Casitas System Master Plan</p>	<p>Santa Ana Blvd Bridge Pipeline Relocation (Pipeline)</p> <p>Casitas Dam Hollow Jet Valve Replacement ★</p> <p>West and East Ojai Avenue Pipeline Repla</p> <p>Running Ridge Zone Hydraulic Improvements</p> <p>Mutual Wellfield and Grand Ave Pipeline Improvements</p> <p>Boat Inspection Facility ★</p>	<p>Santa Ana Blvd Bridge Pipeline Relocation (Casing)</p> <p>Ojai Water System Wellfield VFD ★</p> <p>Lion St Pipeline Replacement and Fairview Road Connections and FY 21-22 Asphalt Paving ★</p> <p>West Ojai Pipeline Replacement</p> <p>Grand Ave Pipe Replacement</p> <p>FY 21-22 Asphalt Paving</p>	<p>FY 21-22 Asphalt Paving ★</p>



**CASITAS MUNICIPAL WATER DISTRICT
PAVING LIST 1 7-23-2021
FY21-22**

Item #	Address	Nearest Cross Street	Patch List Zone (Exhibit B)	Governing Agency	TEST PAVEMENT PROJECT	Patch Size	Patch Area (Sq. Feet)	Plate E-10a/County Required 1-Ft (12") Grinding All Around Patch with 1½" (38mm) Thick Asphalt (Sq. Feet)	# of Patches	Thickness (Inches)
1	805 MERCER AVE	GRAND AVE	OJAI	OJAI		5FTX8FT VALVE	40.00	30.00	1	3
2	813 GRANDVIEW AVE	SUNSET PL	OJAI	OJAI		6FTX6FT VALVE	36.00	30.00	1	3
3	917 GRANDVIEW AVE	MOUNTAIN VIEW	OJAI	OJAI		6FTX6FT VALVE	36.00	28.00	1	3
4	315 N MONTGOMERY	E ALISO ST	OJAI	OJAI		7FTX7FT VALVE	49.00	32.00	1	3
5	411 N MONTGOMERY	FRANKLIN DR	OJAI	OJAI		6FTX6FT VALVE	36.00	30.00	1	3
6	1006 DROWN	GRAND AVE	OJAI	OJAI		6FTX5FT	30.00	26.00	1	3
7	CORNER OF DROWN	PLEASANT AVE	OJAI	OJAI		6FTX8FT	48.00	32.00	1	3
8	704 DALY RD	GRAND AVE	OJAI	OJAI		4FT4FT 2FTX15FT 7FTX2FT	60.00	80.00	1	3
8										
9										
10										
11										
12										

Approximate Tonnage	7.1
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**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JUNE 2021
DATE: JULY 28, 2021

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"	0.00"
Water Year (WY: Oct 01 – Sep 30)	6.39"	6.48"	5.82"
Average station rainfall to date	22.76"	27.56"	20.91"

Ojai Water System Data

Wellfield production	93.80 AF
Surface water supplement	76.21 AF
Static depth to water surface – Mutual #4	119.20 feet
Change in static level from previous month	-0.80 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	0 AF
Diversion days this month	0
Total Diversions WY to date	33.5 AF
Diversion days this WY	4

Casitas Reservoir Data

Water surface elevation as of end of month	492.58 feet AMSL
Water storage last month	88,764 AF
Water storage as of end of month	86,711 AF
Net change in storage	- 2,053 AF
Change in storage from same month last year	- 17,548 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

CASITAS MUNICIPAL WATER DISTRICT

MINUTES

Finance Committee

(this meeting was held telephonically)

DATE: July 23, 2021
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Finance Committee Meeting of July 16, 2021 at 1000 hours.

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Neil Cole
Director Richard Hajas
General Manager, Michael Flood
Executive Administrator, Rebekah Vieira
Chief Financial Officer, Janyne Brown

2. **Public Comments.**

None

3. **Board/Management comments.**

GM Flood mentioned that there is a conflict with the September 17, 2021 Finance Committee and that there had been a significant resignation in the Administration Department.

The Committee indicated that the September Finance Committee meeting can be cancelled and a Special Finance Committee Meeting scheduled if needed.

4. **Review of the Financial Statements for May 2021**

CFO Brown made comments regarding the statements including revenues, expenses, and the likely increase in expenses during the last month of the Fiscal Year.

Director Hajas asked questions/made comments regarding the multi-family category and the water-sales-to-service-charge ratio in regard to not incentivizing conservation behaviors.

5. **Review of the Consumption Report for May 2021.**

GM Flood covered the report with the Committee.

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be 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.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the 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. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

O