



Board of Directors

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

Mary Bergen, Director
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT Meeting to be held at the

District Office
1055 Ventura Ave.
Oak View, CA 93022
www.casitaswater.org

The meeting will also be held via Zoom
Join Zoom Meeting
<https://us06web.zoom.us/j/98414854813?pwd=UXhtWS9zdm83ZU5CazNXenIEVEIRUT09>
Meeting ID: 984 1485 4813 Passcode: 757052

To join the meeting via telephone please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 984 1485 4813#, Passcode: 757052#

February 22, 2023 @ 5:00 PM

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

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

1. CALL TO ORDER
2. ROLL CALL

3. PLEDGE OF ALLEGIANCE
4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.
6. CONSENT AGENDA
 - 6.a. Accounts Payable Report.
[Accounts Payable Report.pdf](#)
 - 6.b. Minutes of the February 8, 2023 Board Meeting.
[2 08 2023 Min.pdf](#)
7. ACTION ITEMS
 - 7.a. Deny the damage claim of Rosanna Garrison (12986 MacDonald Drive Ojai, Ca.)
[Board Memo Garrison Claim 022223.pdf](#)
[Garrison Claim Form 1-12-2023 ATT1 022223.pdf](#)
[Garrison Letter to CWD May 7, 2021 ATT2 022223.pdf](#)
[Garrison Driveway Repair_Replacement Estimates 1-12-2023 ATT3 022223.pdf](#)
 - 7.b. Award a contract to BC Rincon Construction in the amount of \$65,374.70 for the Pipeline Yard Paving at District Office, Specification No. 22-455; Authorize an additional \$65,000 for FY 22-23; Approve Change Order No. 1 to BC Rincon Construction in the amount of \$51,642.50 for the optional bid item.
[Board Award Memo 22-455 Paving.pdf](#)
[Figure 1 - Paving Limits.pdf](#)
[Detail Bid Evaluation 22-455.pdf](#)
[20230222_Change Order 1.pdf](#)
 - 7.c. Authorize Amendment to Professional Services Agreement with GHD for Engineering Design Services for Emergency Generators at Rincon, Avenue 1 and Avenue 2 Pump Plants.
[AdditionalEngServices_Emergency Generators 02-22-2023.pdf](#)
[Amendment No. 1_GHD_02_2023.pdf](#)
 - 7.d. Review updates to the Casitas Rates and Regulations for Water Service and schedule a Public Hearing for Adoption on March 22, 2023.
[CMWD Board Memo Rates and Regulations v2.pdf](#)
[ATT1. Rates Regs Revisions Board Adopted 12 16 2009 \(1\).pdf](#)
[ATT2. DRAFT Rates and Regulations Ordinance No 23-XX v2.pdf](#)
[ATT3. DRAFT 2023 Rates and Regulations v2.pdf](#)
 - 7.e. Declare certain District property surplus and direct staff to dispose of the same.

[Board Memo Surplus Item 022223.pdf](#)

- 7.f. Approve an amendment to the Rotary Club Wine Festival Agreement changing the date from Sunday, June 11, 2023 to Saturday, June 17, 2023.

[Board Memo for 2023 WineFest Date Change 022223.pdf](#)

[Rotary Winefest Agreement Amend 3 022223 ATT1.pdf](#)

[Rotary 2019 Winefest Agreement and Amend 2 022223 ATT2.pdf](#)

8. INFORMATION ITEMS

- 8.a. Hydrology Report.

[Hydrology January 2023.pdf](#)

- 8.b. Finance Committee Minutes.

[Finance Minutes 020923.pdf](#)

- 8.c. Recreation Committee Minutes.

[Rec Minutes 021423.pdf](#)

9. GENERAL MANAGER COMMENTS

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

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

12. CLOSED SESSION

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

13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 02/02/23 - 02/15/23
Presented to the Board of Directors For Approval February 22, 2023

Check	Payee		Description	Amount
001181	Payables Fund Account	# 9759651478	Accounts Payable Batch 020823	\$ 1,657,535.06
001182	Payables Fund Account	# 9759651478	Accounts Payable Batch 021523	\$ 827,608.98
				<u>\$ 2,485,144.04</u>
001183	Payroll Found Account	# 9469730919	Estimated Payroll 03/09/23	\$ 240,000.00
			Total	<u>\$ 2,725,144.04</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, 001181-001183 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.

001181 A/P Checks: 048959-049021
A/P Draft 000514-000522
Voids:

001182 A/P Checks: 049022-049073
A/P Draft 000523-000524
Voids:
049024 - Amazon Capital Service - Continuation of detail of check #049023
049046 - J.W. Enterprises - Continuation of detail of check #049045



Janyne Brown , Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 02/04/23
Pay Date 02/09/23
have been duly audited and are
hereby certified as correct.

Signed: Jayne Brown

Jayne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/15/2023			049024		
C-CHECK	VOID CHECK	V	2/15/2023			049046		

* * 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:	2			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		2	0.00	0.00	0.00
BANK:	TOTALS:	2	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01483	CORVEL CORPORATION							
C-013123-CMWD	Corvel Claims -0124-01/30/23	D	2/08/2023	70.73CR		000514		
I-020723-CMWD	Corvel Claims - 01/31-02/06/23	D	2/08/2023	3,217.09		000514		3,146.36
05939	Health Equity							
I-INV4725881	Reimburse Med/Dep Care	D	2/08/2023	5,000.00		000515		5,000.00
03206	U.S. Bank Global Corporate Tru							
I-2150864	Tax Bonds, Series B	D	2/08/2023	900,724.00		000516		900,724.00
03206	U.S. Bank Global Corporate Tru							
I-2190140	CFD 2019 Series C	D	2/08/2023	241,975.00		000517		241,975.00
00128	INTERNAL REVENUE SERVICE							
I-T1 202302062170	Federal Withholding	D	2/08/2023	48,085.63		000518		
I-T3 202302062170	SS Withholding	D	2/08/2023	48,619.78		000518		
I-T4 202302062170	Medicare Withholding	D	2/08/2023	11,370.68		000518		108,076.09
00187	CALPERS							
I-PBB202302062170	PERS BUY BACK	D	2/08/2023	130.46		000519		
I-PBP202302062170	PERS BUY BACK	D	2/08/2023	161.96		000519		
I-PEB202302062170	PEPRA EMPLOYEES PORTION	D	2/08/2023	12,711.37		000519		
I-PEM202302062170	PERS EMPLOYEE PORTION MGMT	D	2/08/2023	1,882.42		000519		
I-PER202302062170	PERS EMPLOYEE PORTION	D	2/08/2023	7,791.39		000519		
I-PRB202302062170	PEBRA EMPLOYER PORTION	D	2/08/2023	14,067.21		000519		
I-PRR202302062170	PERS EMPLOYER PORTION	D	2/08/2023	12,759.37		000519		49,504.18
00180	S.E.I.U. - LOCAL 721							
I-COP202302062170	SEIU 721 COPE	D	2/08/2023	2.50		000520		
I-UND202302062170	UNION DUES	D	2/08/2023	906.00		000520		908.50
00049	STATE OF CALIFORNIA							
I-T2 202302062170	STATE WITHHOLDING (CA)	D	2/08/2023	18,753.17		000521		18,753.17
05790	STATE OF OREGON							
I-OST202302062170	OR STATE TRANSIT TAX	D	2/08/2023	6.02		000522		
I-T2 202302062170	STATE WITHHOLDING (OR)	D	2/08/2023	442.72		000522		448.74
05975	AquaRevival LLC							
I-100077#3	Aqua Revival Filters - WP	D	2/15/2023	61,675.91		000523		61,675.91
01483	CORVEL CORPORATION							
I-021423-CMWD	Corvel Claims - 02/07-02/13/23	D	2/15/2023	2,701.77		000524		2,701.77

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02731	AED Superstore/Annuvia							
I-INV3130562	AED Subscription - SAFE	R	2/08/2023	260.00		048959		260.00
03044	Amazon Capital Services							
I-149T-N76F-9G1W	Car Tire & Wheel Assembly	R	2/08/2023	308.84		048960		
I-1667-Q1CY-41RV	Shackles - UT	R	2/08/2023	64.03		048960		
I-1HVV-X3CM-T3HK	Fire Extinguisher - GARAGE	R	2/08/2023	61.13		048960		
I-1R7L-64JM-7P3J	Air Duster - LCRA	R	2/08/2023	39.55		048960		
I-1TMJ-9G1G-G6FV	Bow Shackles - LCRA	R	2/08/2023	101.88		048960		
I-1WYH-FM7Y-99XQ	Phone Adapter - EM	R	2/08/2023	48.25		048960		
I-1XDR-Y161-4QQ9	Docking Station - ADM	R	2/08/2023	395.70		048960		
I-1XF9-TP74-9GT4	Hard Drive - ENG	R	2/08/2023	146.92		048960		1,166.30
06060	Ameriflex							
I-INV593371	FSA Admin Fee	R	2/08/2023	96.00		048961		
I-INV596339	FSA Admin Fee	R	2/08/2023	96.00		048961		192.00
00014	AQUA-FLO SUPPLY							
I-SI2053180	Fittings - ENG	R	2/08/2023	945.12		048962		
I-SI2053803	Dain Pipe & Coupling - ENG	R	2/08/2023	55.84		048962		
I-SI2053815	4" PVC Pipe - ENG	R	2/08/2023	63.38		048962		
I-SI2055042	Fittings - WP	R	2/08/2023	625.42		048962		1,689.76
00021	AWA OF VENTURA COUNTY							
I-06-14620	CCWUC Training - ENG/LAB	R	2/08/2023	120.00		048963		120.00
00030	B&R TOOL AND SUPPLY CO							
I-1900982893	Holesaw - TP	R	2/08/2023	43.76		048964		43.76
05797	Baron Industries							
C-01 024867	Core Return - LCRA	R	2/08/2023	187.69CR		048965		
I-01 684666	Strtr Reman 12V621.15	R	2/08/2023	506.49		048965		
I-01 684941	Fittings - unit 90	R	2/08/2023	62.52		048965		381.32
01062	BP Medical Supplies							
C-E448005b	Accrue Use Tax	R	2/08/2023	47.49CR		048966		
C-E448039b	Accrue Use Tax	R	2/08/2023	8.63CR		048966		
C-E448661b	Accrue Use Tax	R	2/08/2023	51.91CR		048966		
D-E448005a	Accrue Use Tax	R	2/08/2023	47.49		048966		
D-E448039a	Accrue Use Tax	R	2/08/2023	8.63		048966		
D-E448661a	Accrue Use Tax	R	2/08/2023	51.91		048966		
I-E448005	Adult/Child Training Pads -WP	R	2/08/2023	655.00		048966		
I-E448039	Res-Cue Mask Basik - WP	R	2/08/2023	119.00		048966		
I-E448661	On-Site AED Trainer - WP	R	2/08/2023	716.00		048966		1,490.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05887 I-0013707-IN	C.D. Lyon, Inc Handling, Drill & Tap 16 Pulle	R	2/08/2023	1,674.19		048967		1,674.19
02836 I-020223	Gonzalo Carbajal-Ramirez Safety Boot Stipend	R	2/08/2023	205.00		048968		205.00
06004 I-00005299 I-00005310	Catalina Paints Base - LCRA Mildew Treatment - LCRA	R R	2/08/2023 2/08/2023	441.21 24.32		048969 048969		465.53
05774 I-3558239	CliftonLarsonAllen LLP Audit Services FY 21-22	R	2/08/2023	1,240.00		048970		1,240.00
02722 I-I2022-1676	D&H Water Systems Prominent Pump & Repair Kits	R	2/08/2023	3,396.85		048971		3,396.85
01764 I-DP2300393	DataProse, LLC UB Mailing 01/23	R	2/08/2023	4,534.76		048972		4,534.76
06008 I-254190	Docu Products Copier Usage - DO	R	2/08/2023	168.91		048973		168.91
03910 I-IN234000051	DoiT International USA, INC Google Apps 01/23	R	2/08/2023	2,554.50		048974		2,554.50
01994 I-45200	Draperly Affair / The Floor Sto Front Window Shade Repair - MA	R	2/08/2023	175.00		048975		175.00
05909 I-32052081	Enterprise Car Rental - FISH	R	2/08/2023	439.44		048976		439.44
05937 C-FBN4668086a I-FBN4668086	Enterprise FM Trust CM 24484449-OT Vehicle Maintenance	R R	2/08/2023 2/08/2023	156.00CR 36,206.32		048977 048977		36,050.32
00095 I-S100072084.007 I-S100089674.001 I-S100095669.001 I-S100095699.001	FAMCON PIPE & SUPPLY Couplings - PL Meter Box 7 Lids - PL Air Valve & Flange - PL Brass Bolt & Brass Nut - UT	R R R R	2/08/2023 2/08/2023 2/08/2023 2/08/2023	89.02 39,333.94 1,715.46 1,233.38		048978 048978 048978 048978		42,371.80
00013 I-0006455	FERGUSON ENTERPRISES INC 8X20 PVC Pipe - WP	R	2/08/2023	1,577.98		048979		1,577.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03886	Ramiro Garcia							
I-020223	Safety Boot Stipend	R	2/08/2023	205.00		048980		205.00
00121	HACH COMPANY							
C-2204843	Phosver Return - TP	R	2/08/2023	229.43CR		048981		
I-13452399	Free Chlorine Reagent - TP	R	2/08/2023	557.65		048981		328.22
00369	HARRINGTON INDUSTRIAL PLASTICS							
I-013C6468	Black Tubing - UT	R	2/08/2023	445.20		048982		
I-013C6469	Fittings - UT	R	2/08/2023	1,005.15		048982		1,450.35
00437	HERC RENTALS INC							
I-33465013-001	Skidsteer Loader - WP	R	2/08/2023	1,430.75		048983		1,430.75
05849	Hill Brothers Chemical Co							
I-07158244	Liquid Ammonia Sulfate - TP	R	2/08/2023	3,082.75		048984		3,082.75
01634	INTERSTATE BATTERIES							
I-55643193	Solar Batteries - ENG	R	2/08/2023	1,053.90		048985		1,053.90
02344	Janitek Cleaning Solutions							
I-48527A	Janitorial Service - DO	R	2/08/2023	2,630.78		048986		2,630.78
03888	Eric Lara							
I-020223	Safety Boot Stipend	R	2/08/2023	205.00		048987		205.00
05449	Matheson Tri-Gas, Inc.							
I-0027153993	Liquid Oxygen - TP	R	2/08/2023	6,582.40		048988		6,582.40
00151	MEINERS OAKS ACE HARDWARE							
I-031425	Bolts & Screws - TP	R	2/08/2023	4.70		048989		
I-031428	Hose & Fittings - TP	R	2/08/2023	111.11		048989		
I-031968	Plywood & Eposy/Weld Cold - LC	R	2/08/2023	78.08		048989		
I-032009	Sanddisc, Bolts & Screws - LCR	R	2/08/2023	12.55		048989		
I-032063	Marking Paint & Tape Measure	R	2/08/2023	49.73		048989		
I-032070	Tape & Tray Liners - LCRA	R	2/08/2023	47.98		048989		
I-032637	Saw Blades - WP	R	2/08/2023	46.83		048989		350.98
05801	Mike Habib, EA							
I-101a	Tax Representation - ADM	R	2/08/2023	4,500.00		048990		4,500.00
01570	Ojai Auto Supply							
I-554521	Brake Parts - LCRA	R	2/08/2023	133.08		048991		
I-561920	Blades - Unit 12	R	2/08/2023	21.46		048991		
I-561923	Gorilla Tape & WD40 Spray - UT	R	2/08/2023	28.44		048991		182.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00884 I-234463	OJAI TERMITE & PEST CONTROL, I Rodent Control SA Plant -MAINT	R	2/08/2023	75.00		048992		75.00
00169 I-24822	OJAI VALLEY SANITARY DISTRICT Cust #20594	R	2/08/2023	302.25		048993		302.25
06059 I-49146	Owl Towing and Storage, Inc Towing Service - LCRA	R	2/08/2023	2,500.00		048994		2,500.00
00188 I-020623	PETTY CASH Replenish Petty Cash - DO	R	2/08/2023	551.23		048995		551.23
00627 I-3381	PORT SUPPLY Rain Gear - MAINT	R	2/08/2023	292.30		048996		292.30
00790 I-BI85008841A I-BI85008945A	PROFORMA Screen Print Logo - LCRA Jacket - ENG	R R	2/08/2023 2/08/2023	655.40 115.27		048997 048997		770.67
10042 I-11171 I-11172	PSR ENVIRONMENTAL SERVICE, INC Gas Tank Inspection - DO Gas Tank Inspection - LCRA	R R	2/08/2023 2/08/2023	230.00 230.00		048998 048998		460.00
03932 I-020223	Ron Quinine Safety Boot Stipend	R	2/08/2023	205.00		048999		205.00
03979 I-020223	Edgar Ramos Jr. Safety Boot Stipend	R	2/08/2023	205.00		049000		205.00
01107 I-S146059	SAWYER PETROLEUM Diesel - Robles	R	2/08/2023	2,641.49		049001		2,641.49
01187 I-SO2206876	SOCIETY FOR HUMAN RESOURCE Membership	R	2/08/2023	229.00		049002		229.00
00215 I-013123 I-020223a I-020323b I-020323c I-020623a I-020623b	SOUTHERN CALIFORNIA EDISON Acct#700028645962 Acct#700029026585 Acct#700598317666 Acct#700009638309 Acct#700028735181 Acct#700030209177	R R R R R R	2/08/2023 2/08/2023 2/08/2023 2/08/2023 2/08/2023 2/08/2023	53,487.37 2,124.60 36.86 20.33 8,990.07 14,047.19		049003 049003 049003 049003 049003 049003		78,706.42

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01147 I-4854	SUPERIOR GATE SYSTEMS Repair Ranch Rd Gate - MAINT	R	2/08/2023	150.00		049004		150.00
02332 I-020223	Jordan Switzer Safety Boot Stipend	R	2/08/2023	205.00		049005		205.00
01959 I-467392 I-5359	The Wharf Safety Boots - LCRA Uniform Shirts - LCRA	R R	2/08/2023 2/08/2023	160.01 596.29		049006 049006		756.30
00993 I-12597	TRI-COUNTY RHINO Service Bed - Unit E10	R	2/08/2023	698.56		049007		698.56
00825 I-255735	USA BLUEBOOK Intellical Conductivity Probe	R	2/08/2023	669.63		049008		669.63
05870 I-XA270117992:01	Velocity Truck Centers Ventura Wishield Wipers - Unit 88	R	2/08/2023	5.27		049009		5.27
00774 I-22-18033	Ventura County Sheriff's Offic Sheriff Security 06/18/22 -LCR	R	2/08/2023	2,207.34		049010		2,207.34
00254 I-HM 020623-2	VENTURA LOCKSMITHS John Deer Key - MAINT	R	2/08/2023	62.50		049011		62.50
00250 I-IN0235166	COUNTY OF VENTURA CUPA Fees - Ave 2 -TP	R	2/08/2023	1,289.24		049012		1,289.24
03758 I-9117-2212	County of Ventura - Fleet Serv Fleet Service - Unit 282,285	R	2/08/2023	602.21		049013		602.21
01283 I-9926851708 I-9926852118	Verizon Wireless Monthly Cell Charges - DO Monthly Cell Charges - LCRA	R R	2/08/2023 2/08/2023	6,484.35 468.72		049014 049014		6,953.07
02854 I-13399 I-13400 I-13402	Water Works Engineers, LLC Ven-SA Intertie - ENG VTA/CARP Intertie - ENG Ven-SB Counties Design - ENG	R R R	2/08/2023 2/08/2023 2/08/2023	13,372.84 22,493.32 55,760.40		049015 049015 049015		91,626.56
00330 I-50020700452 I-50020797101	WHITE CAP CONSTRUCTION SUPPLY Sand Bags - ENG Sandbags - LCRA	R R	2/08/2023 2/08/2023	429.93 86.53		049016 049016		516.46

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06056	Ameriflex							
I-FSA202302062170	FSA Deduction	R	2/08/2023	1,257.67		049017		1,257.67
04010	CALIFORNIA STATE DISBURSEMENT							
I-CS5202302062170	200000001181291	R	2/08/2023	386.30		049018		386.30
00102	FRANCHISE TAX BOARD							
I-G03202302062170	Payroll Deduction	R	2/08/2023	815.40		049019		815.40
00124	ICMA RETIREMENT TRUST - 457							
I-DCI202302062170	DEFERRED COMP FLAT	R	2/08/2023	2,165.83		049020		
I-DI%202302062170	DEFERRED COMP PERCENT	R	2/08/2023	119.31		049020		2,285.14
00985	NATIONWIDE RETIREMENT SOLUTION							
I-CUN202302062170	457 CATCH UP	R	2/08/2023	858.81		049021		
I-DCN202302062170	DEFERRED COMP FLAT	R	2/08/2023	7,942.91		049021		
I-DN%202302062170	DEFERRED COMP PERCENT	R	2/08/2023	571.76		049021		9,373.48
00010	AIRGAS USA LLC							
I-9134404931	Grinding Wheel - PL	R	2/15/2023	58.43		049022		
I-9134404932	Welding Supplies - ENG	R	2/15/2023	591.69		049022		
I-9994834142	Gas Cylinder Rental - PL	R	2/15/2023	422.23		049022		1,072.35
03044	Amazon Capital Services							
C-14HM-FN9N-9797	Compressed Gas Duster - LCRA	R	2/15/2023	35.34CR		049023		
I-139V-PXWG-RHL7	Keyboard - PR	R	2/15/2023	67.40		049023		
I-14YM-VRLH-PGNE	Disposable Spoon & Knife - UT	R	2/15/2023	133.62		049023		
I-19TG-WMCK-RYG7	Wireless Earbuds - IT	R	2/15/2023	94.50		049023		
I-1DW1-19XC-RXCN	Hard Hat - SAFE	R	2/15/2023	91.15		049023		
I-1JDP-TWQ4-9DVV	Work Boot - MAINT	R	2/15/2023	91.11		049023		
I-1K91-GVQY-P3D4	Fuel Blower Kit - ADM	R	2/15/2023	446.47		049023		
I-1K9W-N3L1-V7QH	Tissues - LCRA	R	2/15/2023	72.87		049023		
I-1QGG-WPDF-P1GP	Monitors - HR	R	2/15/2023	1,061.02		049023		
I-1R76-MRQW-3MKT	Mavic Filters - SAFE	R	2/15/2023	218.17		049023		
I-1V44-9VYT-4H71	Cyberpower OL 1000RTXL2U	R	2/15/2023	1,769.62		049023		
I-1W7W-PX7H-4JDP	Safety Chainsaw Helmet & Chaps	R	2/15/2023	335.59		049023		
I-1YGJ-7DHC-4CQC	Life Jacket & Vest - MAINT	R	2/15/2023	91.15		049023		4,437.33
00029	AMERICAN TOWER CORP							
I-4140194	Tower Rent - Red Mountain	R	2/15/2023	1,087.40		049025		1,087.40
01666	AT & T							
I-000019483410	Acct#9391035542	R	2/15/2023	1,302.90		049026		1,302.90

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00018	AT & T MOBILITY							
I-287290467941X0223	Acct#287290467941	R	2/15/2023	245.92		049027		
I-287294256431X0223	Acct#287294256431	R	2/15/2023	786.17		049027		
I-287299383384X0223	Acct#287299383384	R	2/15/2023	77.76		049027		1,109.85
01295	BSN CONSTRUCTION							
I-5703	Clear Mud Debris - TP	R	2/15/2023	40,960.00		049028		
I-5704	Mud Removal Frotress Reservoir	R	2/15/2023	29,607.00		049028		70,567.00
05952	Burns Pacific Construction, In							
I-8608	W. & E. Ojai Ave Pipe Replace	R	2/15/2023	111,335.45		049029		111,335.45
03702	Cannon Corporation							
I-83407	Camp Chaffe Foster Park PS-ENG	R	2/15/2023	1,067.25		049030		
I-83408	Camp Chaffe Design - ENG	R	2/15/2023	249.00		049030		
I-83411	Ave 2 PP Upgrades - ENG	R	2/15/2023	131.25		049030		
I-83412	Avenue 1 PP Upgrades - EM	R	2/15/2023	221.25		049030		1,668.75
03021	Central Communications							
I-000027-982-171	Call Center 01/23	R	2/15/2023	279.60		049031		279.60
00719	CORELOGIC INFORMATION SOLUTION							
I-82162835	Realquest Subscription	R	2/15/2023	137.50		049032		137.50
05857	Data Weighing Systems, Inc							
I-338471a	Magic Gel Potting - FISH	R	2/15/2023	969.00		049033		969.00
02544	Department of Justice							
I-636058	Fingerprinting - LCRA/FISH	R	2/15/2023	209.00		049034		209.00
00086	E.J. Harrison & Sons Inc							
I-725	Acct#500766090	R	2/15/2023	105.32		049035		105.32
00095	FAMCON PIPE & SUPPLY							
I-S100095114.001	Flange Reducer - ENG	R	2/15/2023	1,646.29		049036		
I-S100095323.001	Pipe & 90 Elbow - ENG	R	2/15/2023	3,010.51		049036		
I-S100095479.001	12" Valve Gate & Fittings - EN	R	2/15/2023	2,885.38		049036		
I-S100096474.001	Valve - PL	R	2/15/2023	1,404.98		049036		8,947.16
00099	FGL ENVIRONMENTAL							
I-218652A	Lake Nutrient Monitoring 11/17	R	2/15/2023	3,632.00		049037		
I-300712A	Plant Effluent DBP 01/17/23	R	2/15/2023	267.00		049037		
I-300715A	Nitrate Monitoring 01/17/23	R	2/15/2023	64.00		049037		
I-301105A	Nitrate Monitoring 01/24/23	R	2/15/2023	64.00		049037		
I-301114A	OWS-Wells Water Quality	R	2/15/2023	129.00		049037		4,156.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00104	FRED'S TIRE MAN							
I-145434	Flat Repair - Unit 70	R	2/15/2023	25.00		049038		25.00
04634	GHD Inc							
I-380-0027138	Emergency Generator Design	R	2/15/2023	36,479.95		049039		36,479.95
00115	GRAINGER, INC							
C-9593759633	Rubber Boots Return - PL	R	2/15/2023	180.66CR		049040		
I-9596637679	Rubber Safety Boots - PL	R	2/15/2023	184.03		049040		
I-9607192920	Sandbags - TP	R	2/15/2023	58.07		049040		61.44
02217	Greg Rents							
I-45121	Concrete - PL	R	2/15/2023	377.90		049041		
I-45163	Rent JD317G - ENG	R	2/15/2023	2,829.17		049041		3,207.07
04022	Hamner, Jewell & Associates							
I-202353	Ventura-SB Row Srvs - ENG	R	2/15/2023	2,367.06		049042		2,367.06
01052	HARBOR FREIGHT TOOLS USA, INC							
I-1006762	Diamong Braid Rope - WP	R	2/15/2023	32.30		049043		32.30
00596	HOME DEPOT							
I-1120873	Storage Totees - TP	R	2/15/2023	279.46		049044		279.46
09910	J.W. ENTERPRISES							
I-360904	CT Pumping - VILLANOVA	R	2/15/2023	78.50		049045		
I-360905	CT Pumping - OVPP	R	2/15/2023	78.50		049045		
I-360906	CT Pumping - 4M PP	R	2/15/2023	78.50		049045		
I-360907	CT Pumping - GRAND AVE.	R	2/15/2023	78.50		049045		
I-360908	CT Pumping - 4M RES.	R	2/15/2023	78.50		049045		
I-360909	CT Pumping - SA PLANT	R	2/15/2023	157.00		049045		
I-360910	CT Pumping - UPPER OJAI RES.	R	2/15/2023	78.50		049045		
I-360911	CT Pumping - 3M PUMP	R	2/15/2023	78.50		049045		
I-360912	CT Pumping - SIGNAL RES.	R	2/15/2023	78.50		049045		
I-360913	CT Pumping - FAIRVIEW RES.	R	2/15/2023	78.50		049045		
I-360914	CT Pumping - CASITAS DAM	R	2/15/2023	78.50		049045		
I-360915	CT Pumping - RINCON TANK	R	2/15/2023	78.50		049045		
I-360916	CT Pumping - BATES RES.	R	2/15/2023	78.50		049045		1,099.00
05799	Jack Henry & Associates Inc.							
I-4221191	RemitPlus Express - ADM	R	2/15/2023	250.00		049047		250.00
05744	Kear Groundwater							
I-3086	Hydrogeologic Services - MGMT	R	2/15/2023	525.00		049048		
I-3100	Hydrogeologic Services - MGMT	R	2/15/2023	305.00		049048		830.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03581	Legend Pump & Well Service Inc							
I-57701	SA Well #3 Run, Test, Report	R	2/15/2023	1,570.00		049049		1,570.00
00151	MEINERS OAKS ACE HARDWARE							
C-032749	Pro Glo Return - TP	R	2/15/2023	5.31CR		049050		
I-031614	Tie Down, Bolts & Screws - PL	R	2/15/2023	81.42		049050		
I-031638	LRD Flashlights & Batteries-PL	R	2/15/2023	117.86		049050		
I-031961	Gloves - EM	R	2/15/2023	30.02		049050		
I-032712	Deck Brush & Cultivator Wood	R	2/15/2023	83.28		049050		
I-032722	Pro Glo - TP	R	2/15/2023	43.91		049050		
I-032745	Fittings - UT	R	2/15/2023	174.57		049050		
I-032748	Spray Paint - PL	R	2/15/2023	50.88		049050		
I-032994	Gloves - O&M	R	2/15/2023	28.85		049050		
I-033062	Single Cut Key & Ring - O&M	R	2/15/2023	19.83		049050		625.31
03444	Mission Linen Supply							
I-518699420	Uniform Pants - PL	R	2/15/2023	35.07		049051		
I-518699421	Uniform Pants MAINT	R	2/15/2023	27.38		049051		
I-518699424	Uniform Pants - TP	R	2/15/2023	56.83		049051		
I-518743291	Uniform Pants - PL	R	2/15/2023	35.07		049051		
I-518743292	Uniform Pants - MAINT	R	2/15/2023	27.38		049051		
I-518743295	Uniform Pants - TP	R	2/15/2023	56.83		049051		238.56
01570	Ojai Auto Supply							
I-559819	Wiper Blades - PL	R	2/15/2023	24.65		049052		
I-560710	Blue Def - ENG	R	2/15/2023	117.03		049052		
I-560759	Blue Def 2.5 Gallon - ENG	R	2/15/2023	175.55		049052		317.23
00169	OJAI VALLEY SANITARY DISTRICT							
I-24900	Cust #52921	R	2/15/2023	60.45		049053		60.45
05713	Pops Auto Repair							
I-0352	Tint Windows - Unit E09	R	2/15/2023	180.00		049054		
I-0355	Rear Window - Unit E08	R	2/15/2023	180.00		049054		360.00
00184	POWERSTRIDE BATTERY CO, INC							
I-V 608634	Battery - Unit 68	R	2/15/2023	256.98		049055		256.98
00635	RAIN FOR RENT							
I-1839047	Robles Basin Pumping - ENG	R	2/15/2023	9,724.86		049056		9,724.86
01109	SALVADOR LOERA TRANSPORTATION							
I-192291	Granite Base - MAINT	R	2/15/2023	798.63		049057		798.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02837	Sam Hill & Sons, Inc.							
I-4340	Base/Backfill Aliso - PL	R	2/15/2023	1,746.70		049058		1,746.70
01107	SAWYER PETROLEUM							
I-S146176	Diesel - January Storm	R	2/15/2023	2,857.43		049059		
I-S146178	Diesel - January Storm	R	2/15/2023	1,154.79		049059		
I-S146182	Diesel - LCRA	R	2/15/2023	4,525.34		049059		
I-S146183	Gas - LCRA	R	2/15/2023	356.18		049059		
I-S146213	Diesel - Robles	R	2/15/2023	2,475.17		049059		11,368.91
04199	So Cal Trailer Parts & Service							
I-13673	Hitch - Unit 51	R	2/15/2023	193.90		049060		193.90
00048	STATE OF CALIFORNIA							
I-020723	State Water Plan Payment	R	2/15/2023	377,119.00		049061		377,119.00
02703	Sunbelt Rentals							
I-105170290-0035	Emergency Standby Generator-EM	R	2/15/2023	2,780.26		049062		2,780.26
06064	T-Mobile							
I-020123	Acct#987771959	R	2/15/2023	31.37		049063		31.37
00499	Taft Electric Company							
I-020923	Emergency Generator Rincon-ENG	R	2/15/2023	11,184.03		049064		11,184.03
09465	TRAVIS AGRICULTURAL CONSTRUCTI							
I-2196419	Mutual Well 7 Equip Contract	R	2/15/2023	63,532.44		049065		63,532.44
00993	TRI-COUNTY RHINO							
I-12599	8Ft Service Bed - Unit E09	R	2/15/2023	698.56		049066		
I-12620	Rear Box Bumper & Bed - Un.E10	R	2/15/2023	936.25		049066		1,634.81
00238	Ventura County Special Distric							
I-20230207CMWD	VCSDA Dinner Meeting - BOARD	R	2/15/2023	25.00		049067		25.00
00251	VENTURA COUNTY STAR							
I-0005310261	Public Hearing Annexation	R	2/15/2023	1,323.71		049068		1,323.71
00257	VENTURA RIVER WATER DISTRICT							
I-013123	Acct#5-37500A	R	2/15/2023	27.90		049069		27.90
00258	VENTURA STEEL, INC							
I-280143	Steel Plates for Matilija Cond	R	2/15/2023	3,346.20		049070		3,346.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00663	WAXIE SANITARY SUPPLY							
I-81502175	Janitorial Supplies - DO	R	2/15/2023	205.19		049071		205.19
00330	WHITE CAP CONSTRUCTION SUPPLY							
C-51187079	Inovice 50020547525	R	2/15/2023	51.43CR		049072		
I-100117458537	Tools - PL	R	2/15/2023	469.32		049072		
I-50020547525	CM51187079	R	2/15/2023	51.43		049072		469.32
04582	Yeh and Associates, Inc							
I-222-227-5	Material Testing Ojai Ave Pipe	R	2/15/2023	22,274.65		049073		22,274.65

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	113	1,092,230.32	0.00	1,092,230.32
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	1,392,913.72	0.00	1,392,913.72
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	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			124	2,485,144.04	0.00	2,485,144.04
BANK: AP		TOTALS:	124	2,485,144.04	0.00	2,485,144.04
REPORT TOTALS:			124	2,485,144.04	0.00	2,485,144.04

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: 000093

Adj. Draft

Voids:



Janyne Brown , Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02475	Rutan & Tucker, LLP							
I-951166	Adjudication Litigation 12/22	R	2/15/2023	6,094.27		000093		
I-951167	Adjudication Litigation 01/23	R	2/15/2023	4,945.50		000093		11,039.77

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	11,039.77	0.00	11,039.77
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
	1	11,039.77	0.00	11,039.77
BANK: ADJ TOTALS:	1	11,039.77	0.00	11,039.77
REPORT TOTALS:	1	11,039.77	0.00	11,039.77

Minutes of the Casitas Municipal Water District
Board Meeting held
February 8, 2023

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

President Hajas led the Pledge of Allegiance.

4. AGENDA CONFIRMATION

President Hajas announced that items 8 b and c are being pulled from the agenda as Dr. Feiss is unable to attend.

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

Christopher Danch, the Executive Director of Ojai Fire Safe Counsel discussed the community workshops that will be held on the 15th and 16th regarding the CWPP Protection Plan.

6. CONSENT AGENDA

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

6.b. Minutes of the January 25, 2023 Board Meeting.
[1 25 2023 Min.pdf](#)

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

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

7. PUBLIC HEARING ON THE ANNEXATION OF ADDITIONAL TERRITORY TO THE COMMUNITY FACILITIES DISTRICT 2013-1 (OJAI).

7.a. Public Hearing on the annexation of additional territory to Community Facilities

District 2013-1 (Ojai) and the levy of special taxes within the additional territory of the CFD.

[BoardMemo_1071 Rancho Road APN 019-0-030-03 and 019-0-030-22_20230208.pdf](#) Casitas MWD CFD No. 2013-1 (Ojai) Annexation Report v2.pdf

The public hearing was opened at 5:05 p.m. There were no protests or comments by the public. The hearing was closed at 5:06 p.m.

- 7.b. Recommend adoption of a Resolution of the Board of Directors of the Casitas Municipal Water District Calling a Special election to Levy a Special Tax within Territory Proposed to be Annexed to Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai).
[1_Resolution No. 2023 Special Election 20230208.pdf](#)

The resolution was offered by Director Brennan, seconded by Director Cole and adopted by the following roll call vote:

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

Resolution is numbered 2023-05

- 7.c. Ballot opening and announcement of results of the election.

Clerk of the Board Vieira opened the ballots and announced the results of the election as follows: There were 12 yes votes cast.

- 7.d. Resolution of the Board of Directors of the Casitas Municipal Water District Declaring Results of Special Election Determining that Certain Territory is Added to and Part of Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai) and Directing Recording of Notice of Annexation.
[2_Resolution No. 2022 Results 20230208.pdf](#)

The resolution was offered by Director Kaiser, seconded by Director Bergan and adopted by the following roll call vote:

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

Resolution is numbered 2023-06

- 7.e. Reading and Adoption of an Uncodified Ordinance of the Casitas Municipal Water District Levying Special Taxes Within Certain Territory Annexed to Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai).
[3_Ordinance 20230208.pdf](#)

The ordinance was offered by Director Kaiser, seconded by Director Cole and adopted by the following roll call vote:

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

Ordinance is numbered 2023-01

8. ACTION ITEMS

- 8.a. Discussion and possible action on a presentation by the Ojai Valley Land Conservancy regarding use of the Robles Canal Road for livestock transfer activities. [Board Memo OVLC Livestock Transfer 020823.pdf](#)
[OVLC Grazing Area \(2\).pdf](#)

Representatives from Ojai Valley Land Conservancy made their request for use of the Robles Diversion Canal Road to transfer sheep to an area for grazing purposes. The board asked questions and both the board and the OVLC were interested in formalizing an agreement regarding the OVLC access to the canal road. Direction was provided to staff to work out an agreement for use of the canal road as the first item to be accomplished. The board expressed concerns over the transport of livestock on the canal road. OVLC offered to provide additional information at a later time.

- 8.b. Deny request of Robert Feiss for refund of Casitas MWD 2013-1 property assessments for APN # 019-0-070-200 (910 El Toro Road, Ojai).
[Board Memo on Dr. Feiss CFD 2013-1 Refund Request 020822.pdf](#)
[Email Request from Dr. Feiss Special Tax CMWD CFD 2013-1 Reimbursement for Overpayment ATT1 020823.pdf](#)
[CFD No. 2013-1 Taussig Response Letter to Feiss APN 019-0-070-200 ATT2 020823.pdf](#)

This item was tabled and will be heard at a later meeting.

- 8.c. Approval of Casitas MWD Board of Directors Policy regarding refund of Casitas MWD Community Facilities District 2013-1 Assessment Funds.
[CFD 2013-1 Refund Policy Draft 020823.pdf](#)

This item was tabled and will be heard at a later meeting.

- 8.d. Resolution Designating the General Manager, the Assistant General Manager, and the Chief Financial Officer as the District's agents to obtain federal financial assistance under the Robert T. Stafford Act, and file said designation with the California Office of Emergency Services (OES).
[BoardMemo_OES Reso.pdf](#)
[Cal-OES-130-Filable-Rev-3.9.22.cleaned.pdf](#)

On the motion of Director Brennan, seconded by Director Bergen, the above resolution was adopted by the following roll call vote:

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

Resolution is numbered 2023-07

- 8.e. Approval of Director and Staff attendance to Casitas MWD's outside affiliations.
[Outisde Affiliations Approvals for 2023.pdf](#)

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

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

9. DISCUSSION ITEMS/PRESENTATIONS

- 9.a. Review revisions to the State of California Open Public Meeting Laws.
[Memo_2023_Brown_Act 020823.pdf](#)

Information was provided to the board regarding the changes in AB 2449 and attending meetings virtually after February 28th. Board members are to keep the Clerk informed as to any absences. A quorum of the board must be in attendance in person.

10. INFORMATION ITEMS

- 10.a. State Water Project Intertie Report.
[SWP Intertie Project Cost 1-31-23.pdf](#)
- 10.b. CFD 2013 Report.
[CFD 2013-1 Project Cost 1-31-2023.pdf](#)
- 10.c. Adjudication Charges Report.
[Adjudication Charges YTD 1.31.23.pdf](#)
- 10.d. Consumption Report December 2022.
[Consumption 2022-2023.pdf](#)
- 10.e. Financial Reports for October and November 2022.
[Financial Statements 10-31-2022 Summary.pdf](#)
[Financial Statements 11-30-2022 Summary.pdf](#)
- 10.f. Investment Report.
[Investment Report 1.31.23.pdf](#)

The information items were received.

11. GENERAL MANAGER COMMENTS

GM Flood reported on his interview with KVTA this morning and it was good to get information out.

Regarding water supply, we are at 106,000 AF having gained over 35,000 AF from our low in the fall. Overall it is about 25 feet additional to Lake Casitas and still rising. The diversion is off as we are cleaning out the screen bay, it is a mess, almost as bad as it was three years ago.

The Matilija conduit bypass was put in and last Wednesday we passed potability and removed the boil water order.

At upper Foothill, we have a tank up there and the pipeline is important, there has been a good washout where you can see through the road and see daylight. The property owner got a contractor working on the road and we are asking for some additional slurry that we will pay for to protect the pipe.

Director Brennan asked if we are documenting the cleanout. Mr. Flood responded we are taking pictures and we fly a drone periodically.

Director Kaiser added it is impressive on how far the lake has come up and the debris is impressive. Santa Ana ramp is looking close.

12. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Kaiser attended the CSDA meeting where the new sheriff was the guest speaker.

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

Director Bergen commented on the wonderful video of Director Hajas with the Agoura Foundation and suggested it be linked on our website.

Director Brennan commented on damage from the recent storms and added that there are workshops being regarding the Ventura River on February 22, 23 and 25.

Director Kaiser suggested attendance at the Special Districts Leadership Academy for board members to attend.

Director Hajas suggested having a board retreat and some workshops in the spring to discuss some key issues we are dealing with and looking further up the horizon and what the district will do in the long term.

President Hajas moved the meeting to closed session at 6:03 p.m.

14. CLOSED SESSION

14.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.

- 14.b. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): (One case)

President Hajas moved the meeting back into open session at 6:32 p.m. with Mr. McNulty stating the board met in closed session and there was no reportable action.

15. ADJOURNMENT

President Hajas adjourned the meeting at 6:33 p.m.

Mary Bergen, Secretary

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Deny the damage claim of Rosanna Garrison (12986 MacDonald Drive Ojai, Ca.)**
Date: February 17, 2023

RECOMMENDATION:

The Board of Directors deny this claim.

BACKGROUND:

Casitas MWD staff received a claim from Rosanna Garrison in the amount of \$19,091.42 regarding debris removal and damage to her property (12986 MacDonald Dr. Ojai) during the Thomas Fire as a result of the activities of firefighting equipment.

The property damage tally provided has various amounts attributed to it but no definite request amount with some references noting 'TBD'.

DISCUSSION:

Upon review of the letter attached to the claim (dated May 7, 2021), this claim is based on damage to the Garrison property as a result of firefighting activities that occurred there during the Thomas Fire of December 2017.

The claimant asserts that fire personnel indicated that they were unable to reach Casitas MWD in order for Casitas to provide access to the Robles Canal Road to firefighting crews thus they gained access by removing a section of chain link fence near the Garrison property and adjacent to the Robles Canal.

Additionally, the claim indicates firefighting equipment entered the Garrison property causing damage to pavement, water systems and landscaping.

The evidence provided includes photographs of firefighting personnel on what appears to be a street area and a section of removed chain link fencing.

ANALYSIS:

In reference to this claim, I conclude the following:

- Casitas MWD cannot be held responsible for the decisions and actions of another party, in this case fire personnel who were acting in response to a fire emergency.

CONCLUSION:

Since Casitas MWD was not responsible for the damage noted in the claim, it must be denied.

CASITAS MUNICIPAL WATER DISTRICT
CLAIM FORM

Claimant must show:

Today's Date: 06.17.2023

Name Rosanna Garrison

Address
12986 MacDonald Drive Ojai, CA 93023

PO Box or address to which claimant wants notices to be sent
same as above

Date of circumstance or occurrence
December 4-8, 2017

Place of circumstance or occurrence
Thomas Fire

Other circumstances which gave rise to the claim
Please see attached May 7, 2021 letter.

General description of indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim:

Please see attached document entitled & "Post Thomas Fire Debris Removal and Trail Fence Replacement Costs."

Name or names of public employees causing the injury, damage, or loss if known.

Unknown

The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss insofar as it may be known at the time of the claim together with the basis of computation of the amount claims. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim; however, it shall indicate whether jurisdiction over the claim would rest in municipal or superior court.

Post Thomas Fire Debris Removal \$19,091.42
Driveway Repair or Replacement - see attached

Rosanna Garrison
Signature

January 17, 2023
Date

Rosanna Garrison

**Gregg S. and Rosanna Garrison
12986 MacDonald Drive
Ojai, California 93023**



Transmission via facsimile (805) 649-4485

May 7, 2021

Directors Brennan, Cole, Kaiser & Hajas
Casitas Water District
1055 Ventura Ave. Oak View, CA 93022
Phone: (805) 649-2251
Fax: (805) 649-4485

**RE: REQUEST FOR ABATEMENT OF PENALTIES, REIMBURSEMENT FOR
EXPENSES and FORGIVENES OF PAST DUE AMOUNT due to the Thomas Fire
Incident for**

SERVICE ADDRESS: 12986 MacDonald Drive Ojai, California

ACCOUNT NUMBER: 

Casitas Water District Board of Directors:

This letter renews our previous requests for abatement of penalties in our residential water bill for services at 12986 MacDonald Drive, Ojai, 93023. This is a follow-up to our request for abatement of penalties filed March 2020 and our abatement of penalties and water charges request we filed after the Thomas Fire in early 2018. This letter also responds to your April 30, 2021 Past Due Notice and threat of cessation of water service.

Specifically, we continue to request abatement of penalties because we continue to suffer damages resulting from the use our home and three-acre parcel as a staging area for firefighters in the Thomas Fire. These damages include damages to water lines, irrigation lines, the internal house water systems, damages to permanent concrete improvements and fencing. These damages are current and ongoing and are the direct consequence of heavy truck traffic on our driveways, lawns and acreage and in fenced landscaped areas. The firefighting activities on our property during the Thomas Fire included, but were not limited to, a brigade of fire trucks loading water tanks from the fire hydrant on our front lawn and concrete driveways, the removal of CWD fencing adjacent to our property's northern boundary, the removal of our community-required wooden fencing, the removal of heavy-gauge industrial steel gates, numerous gate supporting concrete-iron pipe bollards, concrete footings, and vehicle and foot traffic through our front yard and backyard.

After the fire, we were mandated to “harden” our property against wildfires. This included maintaining critical green vegetation that would provide humidity to depress the spread of fire. We were specifically warned by the on-site firefighting professionals and landscaping professionals with knowledge in these areas that the removal of lawns and their replacement with mulch, as we were required to do for water conservation, created conditions that were conducive to the spread of wildfires and that we needed to remediate this problem.

Introduction

The Thomas Fire began December 4, 2017. Power outages began that night. The Thomas Fire raged in the wildlands surrounding our home that adjoins the boundaries of the Ojai Land Conservancy, Los Padres National Forest, and the Ventura River. This unique positioning of our home resulted in the determination by the Fire Chief of the Thomas Fire as related to us by the firemen and firewomen fighting the fire and staging the last line of fire defense in Rancho Matilija on our property as a “high-value asset” in the complex defense of the fire. We were told, along with our neighbors, that if the fire could not be contained at our property’s dual property lines of the Ventura River to the east and the OVLC/Los Padres National Forest to the north, that the firefighters would retreat. The homes and improvements in Ranch Matilija subdivision would be lost.

Driven by high winds, the wildfire quickly spread. The fire roared loudly like a locomotive passing by. Our home was surrounded by flames reaching to approximately 100 feet in height (see photo attached). Fire tornadoes, with extremely high temperatures, were visible immediately northeast and northwest of our fence lines. Eastern flames came up the slopes of our property from the Ventura River basin, which borders our home to the east. Northern flames and fire lines, after a change in wind direction immediately following the control burn in the OVLC Ventura River Preserve, threatened the Rancho Matilija subdivision from the north. Our property is the most northern and eastern point in Rancho Matilija.

Throughout the duration of the fire and for days afterwards, smoke and soot filled the air around and inside our home. Ash from the fire covered the inside and outside of our home, our cars, and our land, damaging and corroding surfaces, killing trees and vegetation, and destroying personal property. The ash coated windows and walls, attic insulation, ventilation systems and adhered to the flooring in our home. These damages to our home required months to repair. But these were not the only damages we had to mitigate. We also had extensive damages that were a direct result of fire trucks using our property to stage firefighting activities in the Ojai Valley Land Conservancy/Ventura River Preserve and the Los Padres National Forest.

Fighting the Fire From Our Front Yard

Firefighters from several states came to fight the fire surrounding our home. Firefighters sought access to fire areas inside the Casitas Water District (CWD) fence line that ran adjacent to the concrete water canal that forms the northern border of our property. Critically, on-site firefighters told us they were unable to reach Casitas Water District personnel and could not get them to unlock CWD gates. Therefore, they dismantled the chain link fence erected by CWD in

order to obtain access to the fire area. The firefighters informed me they would use the fire hydrant in our front yard to fight the fire in the forested areas adjacent to our home.

For the duration of the Thomas Fire, fire trucks lined up on MacDonald Drive to access the fire hydrant at the top of our driveway. Fire trucks entered our driveway, filled their water tanks, and then drove down our driveway toward our house. The fire trucks then backed up the driveway and drove off. The off-road firefighting vehicles turned around on the front lawn instead of backing out onto the street. Due to the state of emergency and the fact that our property was designated as the last line of defense for the Rancho Matilija subdivision, we opened our home and all its resources to the first responders. Fire trucks also entered the backyard and drove across the property while fighting the fire. It was estimated that fire trucks like these with full water tanks and crew weighed more than 62,000 pounds.

The firefighters instructed us to flood our three acres of property. We opened all 24-irrigation stations and added an additional nine hoses to flood in the property and hosing the two-story 5,000-foot home continuously. During the fire, the firefighters instructed us to keep our irrigation system running continuously in order to increase the humidity in the areas surrounding our home. When relative humidity increases, fire behavior decreases, as a slight elevation in our property's relative humidity would be a critical weapon against the fire entering the Rancho Matilija community. Thus, increasing relative humidity is an essential factor in preventing the spread of wildfires. Our irrigation system ran 24/7 throughout the duration the active on-site fighting of the Thomas Fire.

Damages Caused By Fire Trucks Loading on Our Property

In order to get access to the fire areas and past the CWD's locked gates, the firemen removed the CWD-owned chain link fencing adjacent to our home. The heavy-metal bollards encased in concrete, the chain link fencing itself, broken concrete debris and the lateral metal gate tubular framing were piled in front of our driveway. We requested CWD to remove the waste from our driveway. We made these requests multiple times, both by phone and in person. CWD never responded. We finally paid for a dumpster and contractors to load the concrete encased posts, fencing, and poles into a dumpster, and we then arranged for the dumpster to be taken to a waste facility. This cost thousands of dollars due to the weight of the waste load.

Wooden fencing that is required by our community's CCR's along our northern and eastern property boundaries was damaged and/or removed by firefighters. Trees and shrubs were dug up and removed. The heavy truck traffic on our property caused damages to the concrete driveway and the brick apron at the top of the driveway.

Continuing Damages from Firefighting Activities on Our Property

The repeated back and forth traffic of the heavy firefighting trucks caused our driveway to sink several inches over the next several years. The trucks also chipped and broke the concrete apron around the brick portion of the driveway and caused the bricks to sink unevenly into the ground below. Because the driveway sank over time, the damage to the pipes underlying the driveway was not immediately apparent.

The first leak to occur as a result of the heavy truck traffic was caused by the separation of the juncture of the main water line with the connection to the front of the house. We discovered this leak when we came home late one night and stepped out of the car into ankle deep water. The front yard and portions of the driveway were under water that was leaking from this broken connection. The pipes were separated vertically as a result of the sinking driveway. This was followed by random leaks from other lines separating in a similar fashion over time in multiple areas of the property.

Because of these water-related problems, the expense of the water and issues with the Casitas Water District as detailed above, our homeowner's insurance company has deemed these issues "unmitigable" and notified us that the policy we have had in place for 20 years would not be renewed. This determination that the wildfire issues are unmitigable has resulted in estimates of over \$11,000 for policy replacement. In addition to all of the above concerns, we are now incurring litigation costs for defense of our water rights in the Ventura River adjudication, in addition to being taxed by CWD for contribution to their defense costs in the same case.

Please abate past and future penalties so that we may comply with the firefighters' mandate to preserve a green boundary around our 3-acre property. We wish to enter into an agreement whereby Casitas Water District provides sufficient water to maintain a green belt pursuant to the fire agency's directive so that 12986 MacDonald is not inequitably burdened as individuals for the public benefit conferred to the community and that past expenditures by the Garrisons on behalf of the community for water and disposal of CWD's wastes be reimbursed.

Thank you,

Gregg and Rosanna Garrison

View from Garrison Front Yard During the Thomas Fire, December 2017



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Staging Fire Fighting in Front of Garrison Residence





Removing CWD Chain Link Fence Adjacent to Garrison Residence

**Garrison
12986 MacDonald Drive**

2018 ESTIMATE FOR DRIVEWAY REPAIR OR REPLACEMENT

Initial Prep for Driveway Repair/ Replacement

Road Base	\$3,885.00
Setting Sand (28 yards)	\$1,320.00
Lumber & Misc. Materials	\$450.00
Remove existing damaged driveway & haul debris	\$6,400.00
Dumpster Rental (8 loads @\$390/load)	\$3,120.00
Load and Compact Road Base	<u>\$5,600.00</u>
	\$20,775.00

Option #1 - Driveway Replacement w/Pavers

Materials – Pavers (4,160 pieces)	\$20,800.00
Installation – Labor	\$18,880.00

Option #2 – Driveway Replacement w/concrete TBD

LAWN REPAIR/REPLACEMENT

Option #1 - Lawn / Sod Replacement Estimate

Materials –	
Marathon sod #2 (3,700 ft ² at \$1.45/)	\$5,400.00
Gopher Wire	\$1,215.00
Topsoil (8 yds x \$80/yd)	\$640.00
Labor	<u>\$2,800.00</u>
	\$10,055.00

Option #2 – Alternative: Replace Sod with Xeriscaping

Drought Tolerant Landscape TBD

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: AWARD OF CONTRACT FOR PIPELINE YARD PAVING AT DISTRICT OFFICE, SPECIFICATION NO. 22-455
DATE: 02/22/2022

RECOMMENDATION:

- Award a contract to BC Rincon Construction in the amount of \$65,374.70 for the Pipeline Yard Paving at District Office, Specification No. 22-455.
- Authorize an additional \$65,000 for FY 22-23.
- Approve Change Order No. 1 to BC Rincon Construction in the amount of \$51,642.50 for the optional bid item.

BACKGROUND AND DISCUSSION:

The Pipeline Yard at the District Office is in need of asphalt replacement. The installation of a concrete swale will improve drainage and prolong the life of the asphalt. Figure 1 shows the project limits.

Five bids were received at the bid opening on February 9, 2023. Table 1 shows a summary of the bids received, including the optional bid item to pave additional area. A detailed bid summary is attached.

Table 1 – Bid Summary

Bidder	Base Bid	With Optional Bid Item
Prestige Striping Services Inc.	\$106,938.00	\$164,560.80
BSN Construction	\$68,224.00	\$114,787.00
Finish Line Paving	\$127,494.00	\$203,688.00
J B Bostick Inc.	\$84,910.00	\$155,460.0
BC Rincon Construction	\$65,374.70	\$117,017.30

BC Rincon Construction has a Contractor's license in good standing and has satisfactory references.

FINANCIAL IMPACT:

The fiscal year (FY) 2022-23 budget includes \$60,000 for Pipeline Yard Paving. This funding is not sufficient for anticipated expenditures as shown in Table 2. An additional \$65,000 is requested for FY 2022-23 for a total budget of \$125,000.

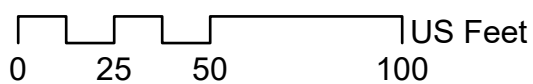
Table 2 – Estimated Project Budget

Description	Total
Total Base Bid Amount	\$65,374.70
Optional Bid Item	\$51,642.60
Contingency	\$7,982.30
TOTAL	\$125,000

Attachments: Figure 1
Detailed Bid Analysis



Pipeline Yard Paving Project



Bid items

- ▭ Bid Item 2 - 880 Sq. Ft.
- ▭ Bid Item 3 - 12,910 Sq. Ft.
- ▭ Bid Item 4 - 14,110 Sq. Ft. (Optional)

CASITAS MUNICIPAL WATER DISTRICT 1055 VENTURA AVENUE Oak View, CA 93022 (805) 649-2251 SPEC 22-455 Project: Pipeline Yard Paving Bid: 02/09/23 1:30 P.M.				Prestige Striping Services, DBA Prestige Paving Company, 1054 Railroad St, Corona CA 92882		BSN Construction, P.O. Box 6714, Ventura CA 93006		Finish Line Paving P.O. Box 420 Fillmore, CA 93016		J B Bostick Company 2870 E. La Cresta Avenue Anahiem, CA 92806		BC Rincon Construction 67 East La Loma Ave. Somis, CA 93066	
ITEM#	DESCRIPTION	QTY	UNIT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT
1	Mobilization/Demobilization	1	LS		\$ 4,845.00		\$ 5,850.00		\$ 8,500.00		\$ 1,000.00		\$ 2,000.00
2	Cross Gutter Installation	880	SF	\$ 58.80	\$ 51,744.00	\$ 21.00	\$ 18,480.00	\$ 56.00	\$ 49,280.00	\$ 22.00	\$ 19,360.00	\$ 20.23	\$ 17,802.40
3	Pulverize and Overlay Pipeline Yard	12,910	SF	\$ 3.40	\$ 50,349.00	\$ 3.40	\$ 43,894.00	\$ 5.40	\$ 69,714.00	\$ 5.00	\$ 64,550.00	\$ 3.53	\$ 45,572.30
BASE BID TOTAL AMOUNT FOR BID ITEMS 1 THROUGH 3					\$ 106,938.00		\$ 68,224.00		\$ 127,494.00		\$ 84,910.00		\$ 65,374.70
ITEM#	DESCRIPTION	APROX. QTY	UNIT	BID UNIT PRICE	TOTAL AMT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT	BID UNIT PRICE	TOTAL AMOUNT
4	Pulverize and Overlay Pipeline Yard	14,110	SF	\$ 4.08	\$ 57,568.80	\$ 3.30	\$ 46,563.00	\$ 5.40	\$ 76,194.00	\$ 5.00	\$ 70,550.00	\$ 3.66	\$ 51,642.60
OPTION TOTAL AMOUNT FOR BID ITEM 4					\$ 164,506.80		\$ 114,787.00		\$ 203,688.00		\$ 155,460.00		\$ 117,017.30
DIVISION OF WORK OR TRADE				SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR		SUBCONTRACTOR	
				Miller Equipment Company		Pavement Recycling		Pavement Recycling		None		None	
				Concrete West				Pavement Coatings					
								Hughes General Engineering					



CHANGE ORDER #1

February 22, 2023

PROJECT: Pipeline Yard Paving, Specification 20-438
CONTRACTOR: BC Rincon Construction
ADDRESS: 67 East La Loma, Somis CA 93066

ITEM	DESCRIPTION OF WORK	TOTAL
1	Optional Bid Item No. 4	\$51,642.60

TOTAL AMOUNT OF CHANGE ORDER NO. 1	\$51,642.60
ORIGINAL CONTRACT AMOUNT	\$65,374.70
PREVIOUS APPROVED CHANGE ORDER AMOUNT	\$0
NEW CONTRACT AMOUNT	\$117,017.30
EXTENSION OF CONTRACT TIME	-0- DAYS

CASITAS MUNICIPAL WATER DISTRICT

By:

 MICHAEL L. FLOOD
 GENERAL MANAGER

DATE: _____

By:

 BC RINCON CONSTRUCTION

DATE: _____

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: AUTHORIZE THE GENERAL MANAGER TO ISSUE A CHANGE ORDER TO GHD INC. FOR ENGINEERING SERVICES FOR EMERGENCY GENERATORS AT RINCON, AVENUE 1, AND AVENUE 2 PUMP PLANTS
DATE: 02/22/2023

RECOMMENDATION:

- Authorize an Amendment to the Professional Services Agreement with GHD, Inc. for Engineering Services for Emergency Generators at Rincon, Avenue 1, and Avenue 2 Pump Plants for a fee increase not to exceed \$14,500.

BACKGROUND:

The Emergency Generators at Rincon, Avenue 1, and Avenue 2 Pump Plants project allows the District to mitigate power loss at three critical pump plants during natural disasters or power outages. The District has received approval for a grant from the Federal Emergency Management Agency (FEMA) as a subapplicant to the California Office of Emergency Services (CalOES) through the Hazard Mitigation Grant Program (HMGP). On September 8, 2021 the Board approved a service agreement with GHD Inc. to provide engineering design services for the project.

Phase I of the project is to install an emergency generator at Rincon Pump Plant. The construction contract was awarded to Taft Electric on June 22, 2022. During the submittal process, it was found a modification to the side platform is needed for the diesel generator at each site. GHD provided a proposal to complete the additional design services for a fee not to exceed \$14,500.00. The original engineering design services authorization for GHD in September 2021 was \$243,066.00.

FUNDING SOURCE:

The budget for fiscal year 2022-23 includes \$1,000,000 for the project. FEMA reimbursement will be requested as the project progresses.

Attachment: Amendment No. 1 to GHD Professional Services Agreement



AMENDMENT NO. 1

ENGINEERING DESIGN SERVICES WITH

GHD, INC.

FOR EMERGENCY GENERATORS AT RINCON, AVENUE 1, AVENUE 2 PUMP PLANTS

This Amendment No. 1 to Agreement for Engineering Design Services is made and entered into as of this 22th day of February, 2023 ("Effective Date") by and between Casitas Municipal Water District (Casitas or District) and GHD Inc. (Consultant) whose address is 320 Goddard Way, Suite 200, Irvine CA 92618 and is made with reference to the following:

RECITALS

- A. On September 2, 2021, District and Consultant entered into a Professional Services Agreement (Agreement) for engineering design services for the Emergency Generators at Rincon, Avenue 1, Avenue 2 pump plants (Project).
- B. District desires to enter this Amendment No. 1 to reflect additional services not included in the Agreement, to extend the term of the Agreement as June 30, 2024, and to increase the total compensation.
- C. District and Consultant mutually desire to amend the Agreement as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF SERVICES

Section 3 of the Agreement shall be supplemented to include Contract Amendment Request No. 1 to Provide Additional Engineering Design Services for the project dated January 27, 2023, which is attached hereto as Exhibit A and incorporated herein by reference.

2. FEE FOR SERVICES

The second paragraph of Section 4 shall be replaced in its entirety with the following: The total fee for services shall not exceed \$257,566.00 without prior written consent of the District.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on 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. Mathews, Attorney
Arnold La Rochelle Mathews VanConas & Zirbel, LLC

Paul Hermann, Vice President

By: _____

Title: _____

Printed Name: _____

Contract Change Order No. 1

PROJECT: Emergency Generator- Rincon, Ave 1&2 Projects	OWNER: Casitas Municipal Water District.
DATE: 1/27/2023	ENGINEER: GHD Inc. Irvine, CA 92618

Description:

Due to modification to Diesel-Generator design and addition of side platform after submittal of final drawing package, it is required to revise the civil. Structural and electrical drawings. Following task for each discipline are as listed below:

The task to do for structural is as follow:

- Rincon - Generator foundation redesign to include steel platforms and design for platforms' anchorage
- Avenue 2 - Generator foundation redesign to include steel platforms and design for platforms' anchorage
- Avenue 1 - Generator foundation redesign to include steel platforms and design for platforms' anchorage, and redesign of retaining wall for height increase

The task to do for civil is as follow:

- Rincon- Redesign the civil drawings to include new Gen-set footprint with platform.
- Avenue 2 - Redesign the civil drawings to include new Gen-set footprint with platform.
- Avenue 1 - Redesign the civil drawings to include new Gen-set footprint with platform.

The task to do for electrical is as follow:

- Rincon- Revise the electrical drawings and update the new Gen-set footprint with platform.
- Avenue 2 - Revise the electrical drawings and update the new Gen-set footprint with platform.
- Avenue 1 - Revise the electrical drawings and update the new Gen-set footprint with platform.

Fees:

Below is a table of the fees for modification of the drawings for three job sites,

Drawing modification fees	Rincon	Ave 1	Ave 2
Civil	\$2000	\$2000	\$1000
Structural	\$2000	\$4000	\$2000
Electrical	\$500	\$500	\$500
Total (Each site)	\$4500	\$6500	\$3500
Total	\$14500		

Recommended by:

Approved by:

1/27/2023

Paul Hermann
Project Manager,
GHD Inc. Date

Julia Aranda
Engineering Manager,
Casitas Municipal Water District Date

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: REVIEW RATES AND REGULATIONS FOR WATER SERVICE
DATE: 02/22/23

RECOMMENDATION:

It is recommended that the Board of Directors review updates to the Casitas Rates and Regulations for Water Service and schedule a public hearing for adoption on March 22, 2023.

BACKGROUND:

The Casitas Rates and Regulations (R&R) is the document referred to by staff and the public for the Casitas water service policy and procedures. The existing document was last updated in December 2009 and is provided as Attachment 1. Various sections of the Casitas R&R are outdated due to resolutions and policies that have been implemented since 2009.

DISCUSSION:

Staff is requesting updates to the Casitas R&R that provide clarification of District policies. A water rate study is currently underway, and staff will return with proposed water rates that are subject to the Proposition 218 process at a later date. The 2023 R&R document has been reorganized such that all water rates and other fees are provided in appendices and the document can be easily kept up to date with proposed changes.

The proposed 2023 R&R document and related ordinance are provided in Attachments 2 and 3. Most proposed updates to the Casitas R&R clarify policy language consistent with current practice and are intended to make it easier to find and understand District policies.

The Casitas R&R document has been restructured such that a redline of changes is impractical. Refer to Table 1 (located at end of memo) for a summary of where to find subject matter comparisons between the 2009 R&R and the proposed 2023 R&R.

Several outdated sections of the 2009 R&R are removed for consistency with the most recently adopted Water Efficiency and Allocation Program (WEAP). At the same time, some sections of the 2009 R&R are proposed to be relocated into the WEAP. A redline version of the WEAP is provided in Attachment 2 and updates are summarized as follows:

- Language regarding new or expanded uses previously in the 2009 R&R is relocated to the WEAP (Section 4.8.1 and 4.8.2)
- The essential allocation for Multi-Family Residential is increased from 7 HCF to 10 HCF per month. The 10 HCF essential allocation is the same as the Single-Family Residential essential allocation and is consistent with implementation practice for Multi-Family Residential within the billing system.
- In general, other edits for consistency with language in the proposed 2023 R&R.

Revisions in the 2023 R&R that will result in notable policy changes affecting customers include the following:

- Updated Schedule of Fees
- Accessory Dwelling Units
- Discontinuance due to Non-payment

Updated Schedule of Fees (Appendix B)

A schedule of fees is provided in Appendix B "Schedule of Other Fees and Charges". The updated fees are shown in red and are generally based on estimates of labor hours. An increased penalty for unauthorized tampering with District equipment has been added that is comparable with other agencies.

Accessory Dwelling Units (Subsections 2.2.9, 6.2.3, and 8.1.5)

The 2009 Rates and Regulations did not specifically address accessory dwelling units (ADUs). Therefore, language has been added to clarify policies that have been applied consistent with recent laws passed by the State of California to incentivize construction of ADU's. In practice, it has been Casitas' policy that customers proposing to build an accessory dwelling unit are not required to purchase additional allocation if there is no change to the existing service or meter capacity. If requested, customers can purchase additional allocation so long as the allocation amount is consistent with WEAP allocation policies.

Staff has a record of approximately 30 customers that recently constructed an accessory dwelling unit and are currently classified as Single Family Residential. For consistency with the State's definition of multi-family residences as 2 or more dwelling units and other Casitas customers that have 2 dwelling units, staff recommends reclassifying customers with recently constructed accessory dwelling units to Multi-Family Residential. Under the current water rate structure, multi-family residences are allotted 10 HCF per dwelling unit at the Tier 1 water rate. Therefore, multi-family residential customers with 2 dwelling units receive up to 20 HCF at the Tier 1 water rate. No changes to total base allocations are proposed with this type of reclassification.

Discontinuance due to Non-Payment (Subsection 19.2 and 19.3)

The Board adopted policies in January 2019 (Resolution 2020-02) in compliance with Senate Bill 998 regarding residential service discontinuance. Under current policies, residential customers become delinquent if unpaid "on the last business day of the month of the billing cycle" and is subject to shutoff after the account has been delinquent for at least 60 days (or approximately 90 days from when the bill is issued). After further experience administering SB 998 policies, staff recommends revising the language such that bills become delinquent from the due date. This would shorten the amount of time until shutoff to approximately 60 days opposed to the current policy of almost 90 days. As with current policy, customers would not be charged a delinquency fee unless the bill remains unpaid at least 30 days from the date of the bill. All noticing requirements would remain in compliance with SB 998, although staff is recommending changes to save staff time by sending warnings by mail instead of issuing hang tags, thereby reducing the number of hang tags distributed. Hangtags would still be issued no less than five business days prior to actual shutoff.

Finally, staff is proposing the same policy be applied to all customers for consistency in administration. Currently, non-residential customers are subject to shutoff upon initial delinquency. With all customers under the same policy, the shutoff date for non-residential customers would be extended by approximately 30 days compared with current practice, since customers would be subject to shutoff if the bill is unpaid 60 days after the date of the bill.

Table 1 – Reference Table to Compare Sections

Subject	2009 R&R	Updated R&R
General	1	1
Definitions	2	2
Area Served	3	1
Arrangements for Regular Water Service	4	3,6
Ownership of Service Facilities	5	5
Temporary Water Service	6	10
Public and Private Fire Service	7	9
Surplus Water	8	WEAP
Water Rates	9	17
Billing and Collection Charges	10	19
Billing Adjustments	11	20
Discontinuance and Restoration of Service	12	4
Meter Tests	13	18
Distribution Facilities	14	5
Water Supply and Interruption of Delivery	15	15, 21
Residential, Business, Industrial and Related Classes of Service	16	8
Casitas Equipment on Customer Premises	17	11
Responsibility for Water Receiving Equipment	18	12
Protection of Public Water Supply	19	13,14
Casitas Facilities and Water	20	14
Charges for Interacting with the Bureau of Reclamation on Requests from Others	21	7
Regulations Prohibiting Water Waste	22	16

FINANCIAL IMPACT:

The estimated revenue resulting from the fee increases shown in Appendix B “Schedule of Other Fees and Charges” is estimated to be approximately \$14,000.

ATTACHMENTS:

1. Current Rates and Regulations adopted in December 2009
2. Proposed Draft Ordinance and WEAP Revisions
3. Proposed Draft 2023 Rates and Regulations



RATES AND REGULATIONS FOR WATER SERVICE

Adopted by the
Board of Directors
December 16, 2009

RATES AND REGULATIONS FOR WATER SERVICE

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CASITAS MUNICIPAL WATER DISTRICT
RATES AND REGULATIONS FOR WATER SERVICE

1. **GENERAL.** This document shall be known as "Rates and Regulations for Water Service" of the Casitas Municipal Water District. Unless otherwise approved by the Board of Directors of the Casitas Municipal Water District, all water service shall be made in accordance with these rates and regulations. These rates and regulations may be amended by resolution or ordinance at any regular or special meeting of the Board of Directors, provided that:

1.1 Written notice of any proposed amendment shall have been submitted to each Director at least 14 days prior to any such meeting;

1.2 One or more public hearings have been held, if required, with at least 14 days advance public notice and legal notice of any such hearings;

1.3 CEQA review and compliance has been completed, if required.

2. **DEFINITIONS.** Whenever the words defined in this article occur in these rates and regulations, they shall have the meaning here defined:

2.1 "Acre Foot" 43,560 cubic feet of water.

2.2 "Active Service" shall be one that is currently taking water and paying for service or has taken water and paid for services in the past where the unpaid service charges do not equal connection charges. All other services are inactive.

2.3 "Agricultural or Irrigation Service or Use" shall include all parcels of land consisting of not less than 2.0 acres devoted to commercial agricultural production, in compliance with federal law, having a minimum one-inch meter.

2.4 "Allocation" means a volume of water measured in units (as defined herein hundred cubic feet or acre feet) provided to a Casitas property or customer for a defined allocation period. Allocations are based on Type of Service as set forth in Tables 1- 14. Allocation shall not mean an entitlement or in any way imply a water right.

2.5 "Allocation Period" Allocation periods may be monthly, quarterly, annually, or any other defined increment of time.

2.6 “Association” An association shall consist of a single owners who agrees to burden their property with the responsibility for (a) installing, operating and maintaining its own distribution and fire protection facilities, (b) providing water to its members, (c) payment of the cost of the installation of the master metering facilities, and (d) payment of the water bill, the service charges and other related fees and deposits required by Casitas. The rates paid by an Association shall be the highest rate for the types of service actually provided.

2.7 “Billing Period” The Billing Period is the period during which water service is provided and for which the customer is billed. The Billing Period and frequency of bills shall be one month (monthly) or two months (bi-monthly).

2.8 “Board” shall mean the Board of Directors of the Casitas Municipal Water District.

2.9 “Business/Industrial” Business/Industrial service shall be for the purposes of public services, commercial services, product processing, and product production. To qualify for Business service the customer must provide Casitas evidence of a commercial business license from the appropriate licensing agency and the property served must be zoned for commercial use by the appropriate land use agency or the customer must demonstrate that the property served is publicly owned, non-profit, or provides some public service. Industrial Service shall use the Business requirements and rates.

2.10 “Capital Facilities Charge” means a one-time, non-returnable buy-in charge based on allocation or requests for new or enlarged meters. This charge includes, but is not limited to, funds for meeting Casitas’ financial reserve needs and requirements and for obtaining funds for capital projects necessary to maintain service within Casitas’ existing service area.

2.11 “Casitas” shall mean the Casitas Municipal Water District.

2.12 “Delay” means a period of time where the Board of Directors has adopted a policy which does not allow the sale of new services or the expansion of existing services.

2.13 “Emergency Service” Shall include all services with a Casitas approved water use which is intended to provide a customer temporary service as a result of an interruption or contamination of the customer’s primary source of supply.

2.14 “General Manager” shall mean the person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.

2.15 “Gravity” Gravity shall refer to all Casitas services that receive water from non-pumped zones of service.

2.16 “Hearing Officer” shall mean the person in the position of Accounting Manager/Treasurer.

2.17 “Inter-Departmental” shall include all services to Casitas facilities.

2.18 “Industrial Service” shall mean service to production and manufacturing related business including refineries, with proper zoning and which actually conducts business.

2.19 “1989” Unless otherwise specified herein, 1989 shall mean calendar year 1989.

2.20 “Legal Service” A service with a current application, which complies with all Casitas’ Rates and Regulations, in good standing with Casitas.

2.21 “Other Service” means schools, parks, non-profit organizations and government services.

2.22 “Penman Equation” An aerodynamic equation for approximating the energy balance for a climatic environment. Reference: Irrigation Management Program, California Dept. of Water Resources and University of California Cooperative Extension Service.

2.23 “Pumped” Pumped shall mean all water service that is delivered from Casitas’ pumped zones.

2.24 “Qualifying Acreage” Agricultural lands planted eligible for irrigation service and under irrigation during 1989 and prior to April 11, 1990.

2.25 “Recreation” rate means the water rate charged interdepartmentally to Lake Casitas Recreational Area.

2.26 “Resale Service” shall mean service to another water agency which has been legally formed to supply water and which has a permit to supply water from the California Department of Health Services, and has no other rates provided for their system, has individual meters to all services, bills on the basis of water consumption, and does not combine resale service within any other service.

2.27 “Residential service” shall mean and include all service to any single-family residence, multiple-family residences, apartment and condominium complexes and mobile home parks 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.

2.28 “Service” shall mean the furnishing of water to a customer through a connection to facilities of the Casitas Municipal Water District.

2.29 “Service Facilities” shall mean those materials and facilities between Casitas' conveyance line and the outlet of the meter if the meter is owned by Casitas. If said meter is not owned by Casitas, "service facilities" shall mean that Casitas-owned facility closest to the customer-owned-and-maintained meter or other facility.

2.30 “Service Size” Service Size is based upon the rated inside diameter of the water meter at each service connection and the associated flow capacity of that meter.

2.31 “Service-Type Customer” A customer of any class who provides a community service such as a base ball league or service club who are not in attendance at the property on a regular basis as defined by Casitas Board.

2.32 “Sources Other Than Casitas” Shall mean any water source available to the customer the origin of which is not Lake Casitas or the Mira Monte Well, such as groundwater produced with wells or surface water diverted from surface waters.

2.33 “Spill” Spill occurs when the surface elevation of Lake Casitas reaches 565 feet above sea level at which point no additional water can be diverted for storage from the Ventura River.

2.34 “Standard & Conservation Service Subclass” Each type of service shall qualify for one of the following sub-classes:

2.34.1 “Standard Service” Standard Service shall include all services qualifying for one of the Types of Service defined in Section 16.3.5.

2.34.2 “Conservation Service” Customers may qualify for conservation service by implementing and maintaining proven conservation and water saving practices described in the customer classification tables. Casitas may maintain and provide its customers a list of approved water-efficient plumbing devices, landscape audit services, and irrigation advisors. Casitas may also make available to agricultural customers California irrigation Management Information System (CIMIS) data on irrigation requirements.

2.35 “Supplemental Ag Rate” is the supplemental Commodity Rate for Agricultural Service which is available to those Agricultural customers who have alternative water supplies and would normally utilize their existing Casitas Service only under emergencies or prolonged drought conditions. Under this rate, all charges by Casitas are based upon the need to use District water instead of/or with their alternative water supply, and no charges are based upon fixed costs or size of meter. A contract is necessary to establish this kind of service

2.36 “Temporary Service” means temporary service primarily for construction, sanitary sewer flushing or irrigation within Casitas’ direct service area for a period not to exceed six months unless otherwise approved by the General Manager.

2.37 “Temporary Service” Shall include all services having a Casitas approved water use and the term of the service from Casitas shall not exceed 90 days or a time frame established by a contract approved by the Casitas Board of Directors.

2.38 “Unit” 100 cubic feet of water or 748 gallons.

2.39 “Water Agency” shall mean and include public water supply agencies, public water utilities, and mutual water companies. A water agency has all services metered, bills in accordance with

the consumption through the meters and has a permit to supply water from the California Department of Health Services.

2.40 “Water Service Policy” Casitas’ regulations and practices pertaining to new water service connections and expansion of existing connections as set forth in the Rates and Regulations for Water Service as most recently revised.

2.41 “Water Use” Water Use is the amount of water delivered through a Casitas metered service facility to the customer.

2.42 “Water Year” A Water Year shall be a 12-month period beginning July 1 and ending June 30.

3. **AREA SERVED.** The rates and regulations set forth herein pertain to service to land and/or improvements lying within the boundaries of Casitas. They do not generally pertain to direct service by Casitas to lands and/or improvements within boundaries of other water agencies located within Casitas’ boundaries. Service to lands outside Casitas shall be only on terms and conditions established by the Board respecting the particular service involved.

4. **ARRANGEMENTS FOR REGULAR WATER SERVICE**

4.1 **CONDITIONS OF PRIORITY AND PRIORITIES FOR NEW SERVICE AND EXPANDED EXISTING SERVICE AFTER A DELAY.** When the Board of Directors determine that additional new water supplies are available, either from the safe yield of the existing Casitas project supply or additional new supplies, supplies shall be allocated in accordance with the following criteria:

4.2. **AVAILABILITY OF ALLOCATIONS**

4.2.1. **PURPOSE OF USE:** As water becomes available, 50 percent shall be allocated to applicants for agricultural uses and 50 percent shall be allocated to applicants for municipal and industrial uses. In the event applicants for one type of use are satisfied without utilizing the entire designated allocation, 20 percent of the remaining water will be allocated to other uses each year. Agricultural uses are commercial agricultural uses as defined in Casitas’ Rates and Regulations. Municipal and Industrial uses are all other water uses.

4.2.2. **SIZE OF ALLOCATION:** As water becomes available, no single property owner or applicant for the given type of service (Municipal and Industrial or Agricultural) shall receive a new water allocation greater than 10 percent of the total new available supply or the minimum standard residential allocation as defined in Casitas’ Water Efficiency and Allocation Program (Section 15.3.1), whichever is greater. If the applicant’s allocation requirements are not fully met, the applicant may maintain a position of priority until more water is available.

All applicants seeking priority listing shall provide Casitas with a detailed description of the project or use of water for which the water is sought. Applicant shall provide information on peak flow and annual water requirements. Meter size and amount of allocation shall be determined by Casitas based upon reasonable and necessary needs and Casitas' Rules and Regulations.

4.2.3. USE OF ALLOCATION: Upon receiving a water allocation, a qualified applicant must place the allocation to the prescribed use within two years of the date of receipt. Extension may be granted by the General Manager for documented reasonable and normal progress.

Failure to place the allocated water to the prescribed use will result in loss of the allocation and re-application for additional water or new service will be required. Such reapplication shall place applicant at the end of the allocation priority list. Once an applicant is allocated water, the customer shall begin paying all service charges.

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

The combined properties in each land use agency's jurisdiction qualifying for new water each time new water is available shall receive no more than 50% of the total available new Municipal and Industrial (M&I) water. If after all M&I applicants are satisfied additional water remains available, properties within a land use agency may receive an additional 25% of the remaining M&I water each year after all others are satisfied.

Casitas shall seek formal agreements with each land use agency to assure that:

4.2.4.1. Property owners without land use approval are not allocated water and that properties with land use approval receive allocations when water is available.

4.2.4.2. Required applications fees, capital facilities charges, and all services charges are paid to Casitas either directly by the property owner or through the land use agency.

4.2.4.3. Casitas is given an opportunity to review the property's estimated water requirements as defined by the land use.

4.2.4.4. The land use agency and the property owner agree that water allocated by Casitas is subject to Casitas' Rates and Regulations and that neither the property owner nor the land use agency assume any vested rights in Casitas water.

4.2.4.5. The water allocated to the property and the property's limited rights to the allocation are duly recorded.

4.2.5 **Limited Percentage Requirements Terminated:** Once a new water supply meets all demand for new water requests, percentage requirements to customer types shall terminate.

4.2.6. **RESALE AGENCIES:** All resale water agencies who receive service from Casitas shall apply for additional and new water service for their customers, meet the application requirements, and collect and pay to Casitas all required application and connection fees or shall be responsible for their additional customers on any water already allocated to the resale agency. Properties within Casitas' resale agencies' service areas that apply for or receive new water allocations, are subject to all the same conditions as the properties within Casitas' service area. Once new water is allocated a property, the new allocation shall be added to the appropriate resale agency's total allocation. If a resale agency refuses to pay such connection charges and comply with these conditions, that resale agency shall be responsible for drought proofing its agency and for all incentive billings under the allocation program for a failure to purchase additional allocation.

4.2.7. **APPLICATION AND APPLICATION MAINTENANCE FEES:** In order to recover the costs of processing and reviewing applications for the waiting list, an initial application fee of \$50 per service, per application shall be required. In addition, in order to maintain the waiting list and insure that the applicants are diligent in their desire to receive the allocation, a \$50 fee shall be charged annually to each applicant to maintain an active application for water. Failure to pay the annual fees will result in loss of priority on the allocation waiting list and request for water will require re-application.

4.2.8. **TRANSFERS:** Water allocations are assigned to the property. No transfers are permitted from one property to another. If the property is divided, allocations may be divided proportionately or through agreement with Casitas at the time the property is divided. Failure to divide the allocation at the time of division shall result in all the water being assigned to the property with the meters. Water allocations shall not be sold, bartered, or traded. All private agreements regarding such transfers are void.

4.2.9. **CLASS 6 LANDS:** Applicants with water service serving planted Class 6 lands or new applicants requesting service to Class 6 lands shall receive no new or additional water supplies or allocation unless they execute an agreement absolving Casitas from liability should Casitas be unable to serve water to Class 6 land in the future.

4.2.10. **PAYMENT OF CONNECTION FEES:** Property owners or resale water agencies shall be required to pay Service Facility Charges upon notice of availability of water. Applicant shall have 30 days to pay such fees upon notice of availability. Failure to pay the connection fees in the required time frame drops the applicant to the bottom of the priority list.

4.2.11. **NEW WATER:** In addition to Service Facility Charges, whether they are paid or not, applicants shall be subject to a fee established by the Board of Directors based upon the cost of new water divided by the yield of the project. A per-acre-foot allocated fee shall be established upon operation of the new project.

4.2.12. EXPANSION OF SERVICE: Customers requiring additional water for second dwellings, also known as “granny flats”, development of additional Agricultural lands, or any other projects requiring an increase in water use shall apply for an additional allocation and shall be required to pay all associated application and connection fees.

4.2.13. APPLICANT MUST BE OWNER: All applicants for new service, or expansion of existing service, must be the legal owner of the property for which the water is allocated.

4.3. PRIORITIES:

The allocation of the new or additional water supplies shall be distributed and prioritized based upon the following order of priority, date of application, land use agency approval, and payment of fees:

4.3.1. PRIOR COMMITMENTS: Water shall be allocated to the Casitas Municipal Water District to satisfy the requirements of properties deemed by the Board of Directors to hold commitments from Casitas for future water service. Such future water service shall be subject to all Casitas application and connection fees.

4.3.2. INTER-DEPARTMENTAL: Water shall be allocated to Casitas for inter-departmental uses deemed by the Board of Directors to be in the best interest of Casitas’ customers.

4.3.3. EXPANSION OF EXISTING SERVICES: Existing customers of Casitas shall have an opportunity to receive priority to apply for additional water prior to the delay under the following conditions:

- 4.3.3.1. The customer has an active meter service account.
- 4.3.3.2. The request for additional water does not require an enlargement in the size of the existing service.
- 4.3.3.3. The applicant satisfies the requirements of the application for additional water.
- 4.3.3.4. The applicant pays all required application fees.

4.3.4. INACTIVE SERVICES: Property owners who have inactive services shall have priority for water service immediately after the requirements of all of the above applicants are met. Applicant’s priority will be subject to the following conditions:

- 4.3.4.1. The request for service does not require an enlargement of the existing facilities.
- 4.3.4.2. The applicant satisfied the requirements of the application for additional water service prior to the delay.
- 4.3.4.3. The applicant has paid all required application fees.

4.3.5. REQUEST FOR SERVICE RECEIVED PRIOR TO THE DELAY: Property owners who began but were not able to complete the application for service process prior to the delay

will receive priority immediately after the requirements of the above applicants are satisfied. Priority will be subject to the following conditions:

- 4.3.5.1. A property owner has documented evidence that the application for service process had begun prior to the delay and the applicant can demonstrate the ability to have paid all fees and installation costs for such application.
- 4.3.5.2. The applicant has satisfied the application requirements for new water service prior to three (3) months after the delay.
- 4.3.5.3. The applicant pays all required application fees requirement.
- 4.3.5.4. The applicant is the legal property owner.
- 4.3.5.5. The applicant is placed on a county or city priority list for development in the year water is available.

4.3.6. NEW CUSTOMER AND EXPANSION OF EXISTING SERVICES (AFTER A DELAY): Property owners who apply for new service, enlargement of existing services, or those who apply for expansion of existing service after a delay shall be prioritized by priority for development given by a county or city and date of application after the requirements of the above applicants are satisfied. To receive priority, the property owner must meet the following requirements:

- 4.3.6.1. The applicant must satisfy all application requirements.
- 4.3.6.2. The applicant must pay all required application fees.

4.4 APPLICATION FOR SERVICE: Application for service shall be made in writing on a form provided by Casitas and available at Casitas' office. Meter size and/or capacity of service, allocations, and applications for service shall be approved by the General Manager or his designee, where adequate distribution systems have been installed, after the credit of the applicant has been established as hereinafter provided, and arrangements completed for cash or installment payment of meter installation charge, capital facilities charge, or other facilities provided by Casitas. All applications for service shall be considered to be a written request for water and other services in accordance with Section 72094 of the California Water Code.

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

4.6 COMMUNITY DEVELOPMENTS. When approved by Casitas, an association, incorporated or unincorporated, which constructs a condominium or subdivision development in which parcels of land therein are sold to individual members of the association wherein the association retains ownership of various portions of the property within the confines of the development and mobile home parks may make application for service on a special Community Development Water Service Application form. See also Section 14, Distribution Facilities. All rates, fees, and provisions for community

development service shall conform with the applicable portions of these "Rates and Regulations for Water Service". The water rate shall be at the residential rate provided for in subsection 9.3 Attachment A and 9.4.1.

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 service has not been turned off during any one year period. When a customer has established and maintained credit to the satisfaction of Casitas, the customer's deposit, without interest, will be refunded by crediting the account. If the deposit is applied to a closing bill and the balance is less than \$1.00, a deposit refund will be made by request only. In the event the customer does not continue to maintain his 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 turn-off notice that another turnoff shall require re-deposit of the amount of deposit required and the date the deposit is due. Deposits shall be in accordance with the following schedule:

<u>Meter Size</u>	<u>Amount</u>
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 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. The owner of the property must approve for a renter to open an account in the renter's name. If the renter closes their account without another renter assuming the water service agreement, the account will revert back into the owners name and responsibility for all services and charges that are incurred after the time which the prior renter closes their account, and until a change of account to another renter occurs. Renters are responsible for the charges incurred during their agreement and owners are responsible for the charges incurred for the time between renter agreements and shall have current owner agreement for water service on file at the District office.

4.8 WATER SERVICE FACILITIES. Water service facilities include adequately sized lateral pipelines, water service fire protection laterals, meters, and public fire hydrants that are attached to Casitas water distribution system. Water service to each customer is provided from Casitas' water distribution system through a service lateral and meter facility. The water service facility installation to each customer should consider the customer's water demand maximum flow rates, classification of service, water system pressures and capacities, location of facilities within either a right-of-way or Casitas easement, and protection of Casitas' water quality and supply. Casitas shall maintain ownership is described in Section 5.

4.8.1 The installation, relocation and re-sizing of a meter and service lateral are subject to the appropriate fees that include: a) service facility charges for installation of the water facilities necessary to serve the customer; b) Capital Facility Charges; c) service charges; and d) water rates.

4.9. SERVICE FACILITY CHARGE: The charges paid by the customer for all new water service installations including increases or reductions in the size of a meter and service shall be based on actual cost of service facilities and meter including installation, construction contracts, inspection, materials, permits, and overhead costs. If the customer desires to have his/her own contractor rather than Casitas' contractor install the facilities, the contractor shall be licensed in California and experienced with such work and be approved by Casitas and the installations are subject to inspection and approval by Casitas.

4.9.1 Work that does not meet Casitas' standards shall not be accepted by Casitas. Service shall be isolated and not permitted until the service complies with Casitas' standards.

4.9.2 Contractors will provide to Casitas a Certificate of Insurance as defined by Casitas.

4.9.3 Any repairs by Casitas within five (5) years of acceptance will be paid by the property owner.

4.9.4 Payment of the fees for all size services for Casitas' installed services will be based on estimated costs and an adjustment of the estimated costs to actual costs shall be made when the service installation is completed. No refunds of estimated costs prior to installation of service will be made when will-serve letters have been issued for a new service.

4.10 CAPITAL FACILITIES CHARGES: These charges are as follows:

Capital Facilities Charge: \$ 18,644.00 per acre foot

Capital Facilities Charges (CFC), once paid, are not refundable.

4.10.1 NEW CUSTOMERS: New customers are parcels which do not have an existing service or have not received legal service from an existing meter of Casitas or do not fall

into the categories below. New customers are subject to CFC. The new customer shall specify on the application the type and size of service and the proposed allocation consistent with other services in the District based upon annual demands and peak demands required through the water service.

4.10.2 EXISTING CUSTOMERS: Existing customers are those parcels which have a legal existing service or have received legal water service from an existing meter for at least eight (8) years and do not fall into one of the categories below unless referred here from that other category.

4.10.2.1 Existing customers who request enlargement of existing meters for a new or existing structure, new or existing agricultural plantings, or expansion of agricultural plantings after April, 1991 or who request additional allocation will be subject to both CFC. An existing customer with existing service must enlarge his/her service rather than add a new meter.

4.10.2.2 Existing Customers who have an adequately sized meter, in the opinion of Casitas based upon average usage and size in the Casitas service area, who wish to add allocation, a new structure, or new agricultural plantings after April, 1991 shall be charged CFC.

4.10.3 DIVIDING SERVICES. Dividing services is where the customer divides one parcel into two or more legal parcels anticipated to be under separate ownership, or has several contiguous parcels legally connected to one meter and proposes to place these parcels under different ownership and the parcels do not fall into one of the categories below, unless referred here from that former category.

The customer may divide the service in any way the customer wants amongst the divided parcels provided:

4.10.3.1. The customer divides the services and allocation prior to selling the property and prior to the issuance of a will-serve letter for a parcel split.

4.10.3.2. The total allocation does not change. The combined allocation of the divided parcels does not exceed the allocation of the original whole parcel. If the divided parcels require additional water allocation and said allocation is available from Casitas, the fees for the determined allocation shall be based on the acre-feet of additional allocation required times the rate for the capital facilities charge, as defined in Section 4.10.

4.10.3.3. The combined maximum flow rate of the meters to serve the divided parcels does not exceed the maximum flow rate of the single meter that served the original whole parcel.

4.10.3.4. Each parcel must have an adequately sized meter and allocation to deal with existing houses and agriculture on the resulting parcel as determined by Casitas' assessment.

If a customer divides an existing meter so that a parcel receives an inadequate size or allocation for existing uses, a recordable document must be executed and recorded on the property before sale making it plain to purchasers.

If additional allocation and/or maximum flow rate is required beyond that which exists, the parcel will be treated as an existing customer requiring a new meter or larger meter. The minimum charge for additional meter maximum flow rate shall be the difference between the maximum flow rate of the original single meter and the combined maximum flow rates of the resultant meters, resulting in the change of flow rate on the system, 0.47 times the CFC for each 40 gallons per minute of resultant change in flow rate, or the requested allocation, whichever is larger. The existing meter must be reduced if either water allocation or flow capacity is redistributed to divided parcels. There is no refund to the customer for the sum flow capacity of the divided meters being less than the original meter flow capacity. The following table shall be used for this calculation:

<u>Meter Size</u>	<u>Maximum Flow Rate (gpm)</u>
5/8	20
3/4	30
1	50
2	160
3	320
4	1,000

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

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

4.10.3.6 DIVIDING SERVICES WITH SIZING BASED UPON LOW PRESSURE. It is the policy of Casitas that low pressure situations will be solved by the customer's pumping at the customer's expense. A service that has been increased in size for low pressure can be divided in accordance with dividing of service above subject to paying CFC for increasing the size from the average allocation and service size within Casitas.

4.10.3.7 INCREASING SIZE OF SERVICES FOR FIRE FLOW.

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

4.10.3.8 INCREASING SIZING AFTER OBTAINING A SMALLER

METER. A customer can always downsize the meter size at any time at the cost of installing a smaller meter only if, in the opinion of Casitas, the smaller meter can pass adequate flow without damage to the meter and the customer can verify a lower water demand capacity required by the private system. If in the future a customer wants to return to the original size meter or a meter no larger than the original size, the customer shall pay the lesser of the charge based on 0.47 times the CFC for each 40 gallons per minute of resultant change in flow rate or the sum of the original service charges avoided since the reduction in size. Meters that have been divided per Section 4.10.3.4 shall require full CFC for the additional capacity of the meter added to the system by the meter flow rate increase proposed. The customer shall also pay the service facilities charge necessary to cause the physical increase in the meter and service size.

4.10.3.9 CONVERSION.

A conversion occurs when there is a change from one type of classification to another. An example is a change from commercial agricultural to a housing tract with less than 2.5 acres per parcel and the parcel no longer meets the minimum agricultural acreage replacement. Allocation for agricultural land is allocated to the entire agricultural community. New housing tracts must purchase a housing allocation at the CFCs for each new house.

4.10.4 SERVICE CHARGES.

Service charges on every meter purchased or divided shall begin upon payment of Capital Facilities Charges, order for change of size if no CFCs involved or agreement on dividing services, whichever occurs first.

4.10.5 NEW HOUSES.

Each new dwelling structure added to any land with service from Casitas shall be required to pay CFC for a ¾-inch meter despite any allocations above.

4.10.6 SPECIAL FACILITY INSTALLATIONS.

Where the conditions of service require special facilities, as determined by Casitas, fees shall be the actual cost of furnishing and installing such special facilities. Such special facilities may include, but are not limited to, turnouts, heavy duty pipeline, fittings, and regulators required when pipeline pressures exceed 150 pounds per square inch; excess pipeline, trenching, installation of casing, and paving, when required, when the length of service pipeline required is in excess of 60 feet; or the conditions of the service require the crossing of a State highway or special equipment not normally required in the installation of individual service connections.

4.10.7 ANNUAL ADJUSTMENT OF CAPITAL FACILITIES CHARGE.

Each year, the capital facilities charge shall be adjusted by an increment based on the change in the ENR 20 Cities Average Construction Cost Index over the prior year, with the changed fee adopted by Board resolution. However, the Board may, at its discretion, determine by resolution adopted prior

thereto that such adjustment shall not be effective for the next year, or may determine other amounts as appropriate.

4.10.8 BACKFLOW PREVENTION DEVICES. The customer may be required to furnish, install and provide an annual certification for a backflow prevention device at his sole expense in compliance with the requirements as set forth in Protection of Water Supply, Section 19 of these "Rates and Regulations for Water Service".

4.11 PAYMENT OF THE FEES. The fees or estimated fees shall be paid in full at the time application is made for water service. Any adjustment of the estimated fees to actual cost shall be made within 60 days of when the service installation is completed.

4.12 CHANGE OF ACCOUNT. A new customer requesting service through an existing service connection shall make application for change of account as provided in subsection 4.4 of these "Rates and Regulations for Water Service" and deposits in Section 4.7.1.

4.13 RELOCATION OF EXISTING SERVICE FACILITIES. When a change in the location of existing service facilities is deemed necessary by Casitas, such change in location shall be accomplished at Casitas expense. When the relocation of existing service facilities is required, as determined by Casitas, as a result of action taken by the customer or when such relocation is requested by a customer for his convenience, and upon approval by the General Manager, such relocation shall be accomplished at the customer's expense using a Casitas approved contractor. In either event, the cost of reconnecting the customer's private plumbing system to the relocated Casitas-owned service facilities shall be at the customer's sole expense. Costs associated with the relocation of facilities at the customer's expense shall be determined according to standard Casitas accounting procedures.

4.14 SHUTOFF FOR NONCOMPLIANCE WITH 'RATES AND REGULATIONS FOR WATER SERVICE'. Water service may be shut off for violation of, or noncompliance with, these "Rates and Regulations for Water Service" and may be resumed only upon satisfactory evidence that violations have been corrected and that provisions of "Rates and Regulations for Water Service" have been complied with.

4.15 POLICY FOR DEALING WITH WILL-SERVE LETTERS: For the purpose of this policy, will-serve letters defined in this policy shall be only those letters which are valid promises to provide water without conditions. Without conditions means will-serve letters include all of the following requirements:

- 4.15.1 Will-serve letters say will-serve only, not conditional will serves or the like.
- 4.15.2 Will-serve letters have no conditions other than following the general rules of the agenda and requirements for water conservation devices.
- 4.15.3 All fees have been paid.
- 4.15.4 All agreements are complete.
- 4.15.5 It is a final commitment to serve.

4.15.6 The will-serve letter has an expiration date of one year from the date issues. Without the above, they are not will-serve letters.

4.16 NEW SERVICES: As a result of Casitas' declaration of the water shortage emergency, application for new services are subject to the following delays for 12 months or longer if the water shortage emergency should continue as prescribed by the Board of Directors in Resolution No. 90-43.

4.16.1 All requests for new services received by Casitas or Casitas' resale customers after the declaration of a delay shall be delayed.

4.16.2 Casitas shall honor will-serve letters issued for residential parcels prior to a delay for a period of one year from the date of issue or until one year after the day of the delay if the will-serve letter is not dated nor has no expiration.

4.16.3 Casitas will reissue confirming commitments to service for will-serve letters issued prior to the delay through the end of the calendar year in which the delay was passed with the following conditions:

4.16.3.1 The property owner can demonstrate that the re-issuance will not result in any changes in the original construction plans which could result in increased water requirements and the property owner provides Casitas with the number and type of plumbing fixtures, description of landscaping, and total estimated annual water requirements.

4.16.3.2 The structure for which a building permit has or will be issued must include water efficient plumbing devices as specified by Casitas in the reissued will-serve letter.

4.16.3.3 Residential units which request re-issuance of will-serve letters shall agree that the water allocation for the unit shall be fixed at the allocation assigned a standard 10,000 square foot residential lot. This allocation shall not be increased until the end of the delay in new services and expansion of existing services.

4.16.4 After the end of the calendar year in which the delay was passed, will-serve letters will not be reissued unless the applicant agrees to the above 4.16.3.1, 4.16.3.2, and 4.16.3.3 and one of the following conditions is met:

4.16.4.1 The property owner can demonstrate that the re-issuance will not result in any changes in the original construction plans which could result in increased water requirements and the property owner provides Casitas with the number and type of plumbing fixtures, description of landscaping, and total estimated annual water requirements.

4.16.4.2 The applicant has obtained and holds an active building permit from the appropriate land use agency.

4.16.4.3 The applicant filed an application for a building permit on or before the first of the next calendar year after the delay was passed. For those applicants who have applied for a building permit prior to January 1, 1991, and who have made normal and reasonable progress after January 1, 1991 in the building process and have secured documented evidence from the appropriate land use agency that such progress has been made. The determination of normal and reasonable progress shall be at the discretion of the land use agency.

4.16.5 Exceptions to the delay of new services or expansion of existing services for the following community services are:

- 4.16.5.1 Fire protection.
- 4.16.5.2 School classrooms
- 4.16.5.3 Hospitals.

4.17. REQUEST FOR WILL-SERVE OR WATER AVAILABILITY LETTERS.

4.17.1 GENERAL. Upon request by the owner, or his designee, of any parcel of land within the boundaries of Casitas and the resolution of all water service and fire protection requirements in a manner satisfactory to Casitas, Casitas may issue letters with or without additional terms, conditions or restrictions.

Letters will not be issued for any parcel which is located within the service area of another water purveyor unless the water purveyor has granted written permission to Casitas to serve the parcel. Issuance of all Will-Serve letters by Casitas is subject to conditions 4.15, "Policy on Dealing with Will-serve Letters."

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

4.17.2.1 INSTALL METERS ONLY. Install a metering facility to serve the single parcel. The metering facility will be installed within Casitas' right-of-way at a mutually agreeable location. This alternate assumes that the Ventura County Fire Protection District and/or Casitas are completely satisfied that adequate fire protection can be afforded to the single parcel from Casitas' existing distribution facilities.

4.17.2.2 INSTALL DISTRIBUTION FACILITIES. Install the distribution facility necessary to provide adequate fire protection and to serve the single parcel through a metering facility. This alternate assumes that the Ventura County Fire Protection District and/or Casitas require that distribution facilities be installed in order to provide domestic and fire protection to the single parcel in accordance with the Ventura County Waterworks Standards, as amended from time to time. Such facilities shall be limited where, in the opinion of the Casitas General Manager, the water quality of the service could affect the health of customers.

4.17.3 **INSTALL MASTER METER FOR ASSOCIATION.** Install a master metering facility to serve said single parcel for which the owners thereof have joined together and formed an association as described in subsection 2.6, “Association.” All of the owners of the various parcels will be required to enter into an agreement for the purpose of installing said distribution and fire protection facilities at a future date. All issues relative to assignment of water allocations to owners and/or the Association are to be resolved through the agreement.

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

4.17.4.1 **SEPARATE METER INSTALLATION.** Install a separate metering facility to serve each of the multiple parcels. These metering facilities will be installed within Casitas' right-of-way at a mutually agreeable location. This alternate assumes that the Ventura County Fire Protection District and/or Casitas are completely satisfied that adequate fire protection can be afforded to each of the multiple parcels from Casitas' existing distribution facilities.

4.17.4.2 **INSTALL DISTRIBUTION FACILITIES.** Install the distribution facilities necessary to provide adequate fire protection and to install separate metering facilities to serve each of the multiple parcels from the new distribution facilities. This alternate assumes that the Ventura County Fire Protection District and/or Casitas require that distribution facilities be installed in order to provide domestic service and fire protection to each of the parcels in accordance with the Ventura County Waterworks Standards, as amended from time to time.

4.17.4.2.1 **REIMBURSABLE AGREEMENT.** All of the owners of the multiple parcels will be required to enter into an agreement with Casitas for the installation of the distribution facilities described above.

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

5. OWNERSHIP OF SERVICE FACILITIES

5.1 **CASITAS-INSTALLED FACILITIES.** Casitas shall retain ownership of all Casitas-installed meters, appurtenances, and connection piping ahead of the meter. The valve on the outlet side of the meter, pressure regulators, backflow prevention devices, and other special facilities beyond the meter are considered to be owned by the customer and their proper operation and maintenance are the responsibility of the customer. Casitas regulations relating to assurances

regarding proper operation of such special facilities are set forth in Section 19 of "Protection of Public Water Supply."

5.2 CUSTOMER-INSTALLED FACILITIES. By special agreement and with the consent of the Board, the customer may furnish and install all of the required meter installation except the meter to Casitas specifications at his sole expense in lieu of payment to Casitas of the established connection fee. Under such circumstances, the customer may be required to pay to Casitas the costs for legal services, engineering, plan check and inspection services, operation and maintenance shutdown costs, the meter and other related work occasioned by such installation. Such customer-installed facilities between Casitas' pipeline and the customer's side of the meter normally shall become the property of Casitas and shall thereafter be maintained by Casitas; provided, that where meters have been provided by a water agency customer of Casitas in connection with related features of its water system and it is deemed impracticable for Casitas to maintain the meter, then the customer shall retain ownership of such meter and shall maintain it in proper working condition. Casitas shall have the right to require the customer to test such meters for accuracy at reasonable intervals and shall have access to such meters for inspection, testing and meter reading purposes.

5.3 CUSTOMER INSTALLED REGULATORS. A regulator on the District side of the meter, maintained by the customer may be a condition of getting water service off the high pressure water main. Casitas maintains ownership of the meter, but the customer is required to maintain the pressure regulator at the customer's expense.

6. TEMPORARY WATER SERVICE. Application for temporary water service shall be made in writing on a form provided by Casitas. Temporary service is intended primarily for construction and sanitary sewer flushing purposes. Provision of temporary water service shall not be considered mandatory, but shall be made at the sole discretion of Casitas. Temporary service will not be provided in those instances where Casitas determines that a permanent service would be more appropriate. Such determination by Casitas will be based in part upon the ultimate classification of the service to the applicant. Temporary water service, including temporary irrigation service, may be provided for a maximum period of six months. Periods of time in excess of six months may be approved by the Board of Directors. Casitas may remove such service at any time for any reason. Temporary irrigation service shall comply with all the applicable portions of Section 9, Water Rates, and Section 15, "Water Supply and Interruption of Delivery."

6.1 INSTALLATION FEE. A meter installation fee of \$50.00 shall be paid by the applicant at the time temporary water service is requested; provided, that where temporary water service is desired from an outlet other than a fire hydrant and/or special piping or other fittings are required for the connection, the installation and relocation fees shall be increased to cover the actual cost of installation. No charge shall be made to the applicant for the cost of the meter. Credit for any salvageable materials used in the installation shall be in accordance with established Casitas policy and procedure.

6.2 GUARANTEE DEPOSIT. The applicant shall be required to deposit the sum of \$100.00 as a guarantee of payment of charges for temporary water service and as a guarantee of payment for any damage to Casitas property for which the customer is liable. If the customer is a water agency, or if the customer has established good credit to the satisfaction of Casitas as stated in Subsection 4.7.1, DEPOSITS, the \$100.00 deposit may be waived by Casitas' Hearing Officer.

6.3 RELOCATION FEE. If a temporary water service customer requires service consecutively at two or more points in Casitas' system, a relocation fee of \$50.00 shall be paid by the customer for each such change of location, the cost of which shall be accrued or paid at the time of billing. Relocations will be made by Casitas upon 24 hours notice, excluding Saturdays, Sundays and holidays, by the customer.

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

6.5 WATER SERVICE TO NEW SUBDIVISION. Prior to receiving any water to a new subdivision, the developer must enter into an agreement to construct additions to the Casitas distribution system. During construction, the developer may receive water from a temporary meter connected to a fire hydrant, or other approved outlet in accordance with Section 6, "Temporary Water," herein, and will be charged the rates called for in subsection 6.6, "Water Rates For Temporary Service." Prior to acceptance of the new distribution facilities by Casitas, developer will take out an application, or have an application taken out, for each service in the subdivision. Deposits will be in accordance with subsection 4.7.1, "Deposits", "Service Facility Fees" will be in accordance with subsection 4.8, "Water Rates", in accordance with subsection 9.3, and "Service Charges" in accordance with subsection 9.4.

6.6 WATER RATES FOR TEMPORARY SERVICE. The water rates and service charges for temporary service, except for temporary irrigation service shall be in accordance with Subsections 9.3.1, "Rate Schedule", and 9.4.2, "Service Charges", respectively.

6.7 DISREGARD OF "RATES AND REGULATIONS FOR WATER SERVICE". Willful disregard of these "Rates and Regulations for Water Service" or special arrangements made for temporary service shall result in immediate discontinuance of such service and forfeiture of the deposit.

7. PUBLIC AND PRIVATE FIRE SERVICE.

7.1 PUBLIC FIRE SERVICE. Casitas may enter into contracts for fire hydrants and the supplying of water for fire protection use to any other district, public agency, or municipality located within Casitas under such terms and conditions as may be mutually acceptable to Casitas and the agency. Water shall not be used from fire protection facilities for other than fire suppression

purposes without regular application having been made to Casitas and Casitas having approved such application.

7.1.1 FIRE SERVICE CHARGES FOR PUBLIC FIRE SERVICE. Effective July 1, 1996, the bimonthly Service Charges for un-metered fire hydrants that are maintained by Casitas shall be as follows, unless otherwise agreed to by contract:

<u>Fire Hydrant Size</u>	<u>Bimonthly Charge</u>
4"	\$43.18
6"	\$62.54

7.2 PRIVATE FIRE SERVICE.

7.2.1 APPLICATIONS FOR COMMERCIAL AND INDUSTRIAL FIRE PROTECTION FACILITIES. Casitas may grant applications for private fire service for sprinkler service or private fire hydrants. A detector-check-type meter or tattle-tail-type meter shall be required on all private fire service connections. The customer's installation must be such as to effectively separate the fire system from that of the regular water service system. The required meter installation may be installed by the customer in accordance with plans previously approved by Casitas or may be constructed by Casitas at the customer's expense. New water service connections solely for fire protection purposes shall be exempt from payment of the capital facilities charge. Any usage will require an explanation. If other than fire flow testing or fire related, Casitas may require an installation of a domestic meter. Casitas' responsibility stops at the riser of the detector check.

7.2.2 FIRE SERVICE CHARGES FOR COMMERCIAL AND INDUSTRIAL FIRE PROTECTION FACILITIES. Water used for fire suppression shall be furnished without charge. Effective July 1, 1996, the bimonthly Service Charges for private fire service shall be:

<u>Meter Size</u>	<u>Bimonthly Charge</u>
4"	\$43.18
6"	\$62.54
8"	\$84.88
10"	\$174.74

7.2.3 APPLICATION FOR RESIDENTIAL FIRE PROTECTION FACILITIES. Casitas may grant application for private fire service or private fire hydrant for residential fire protection purposes on a single parcel. A meter shall be required which will be sized to furnish the requested flow and the anticipated low flows. The customer shall pay for all costs associated with the installation of the fire service. New water service connections or connections of equal or lesser size installed for domestic or agriculture, but not resale water, thus allowing the original connections to be used solely for fire protection purposes shall be exempt from payment of the capital facilities

charge. Service installed solely for fire protection service may not be modified in the future to provide other water without payment of capital facilities charge. The customer may be required to install the appropriate backflow prevention device in accordance with the provisions set forth in Section 19, "Protection of Public Water Supply", herein. The required meter installation may be installed by the customer by agreement and in accordance with the plans and specifications as approved by Casitas or may be constructed by Casitas at the customer's expense. The customer is responsible for constructing and maintaining private fire lateral and appurtenances from the meter to said parcel. Customer shall provide separate piping for fire protection from that of other water uses, including, but not limited to, separate metering facility for other water uses, piping and backflow prevention, as required.

7.2.4 FIRE SERVICE CHARGE FOR RESIDENTIAL FIRE PROTECTION FACILITIES. All water uses on a residential fire protection facility shall be charged at the bi-monthly water rate as set forth in Section 9 herein for the temporary class of service and bi-monthly service charge as set forth for fire Service Charges for commercial and industrial fire protection installation.

8. **SURPLUS WATER**. Division 20, Part 5, Chapter 2, Section 71612 of the California Water Code provides in part that whenever the Board shall find that there is a surplus of water above that which may be required by consumers within Casitas, it may sell or otherwise dispose of such surplus water to any persons, public corporations or agencies, or other consumers. Water declared surplus to needs of consumers within Casitas shall be offered for sale to consumers only within the boundaries of Casitas. Rates and regulations for regular water service shall apply to such surplus water service, provided that any surplus water service shall be pursuant to a special service agreement establishing maximum rate of use, quantity to be purchased, duration of service, and other matters pertinent to such service which are not covered by Casitas' "Rates and Regulations for Water Service". The water rate for surplus water service shall be established by the Board for each such service at the rate charged in the zone plus a surcharge and shall be set forth in the special service agreement described above for any such service.

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

9.1 CLASSES OF SERVICE. For rate purposes, water service shall be divided into four classes as follows:

9.1.1 CLASS 1 SERVICE. Class 1 service shall apply to services supplied with water which is used for residential, business, industrial, resale or other purposes.

9.1.2 CLASS 2 SERVICE. Class 2 service shall apply to services supplied with raw or partially treated water which is used for non-domestic purposes.

9.1.3 CLASS 3 SERVICE. Class 3 service shall apply to all services qualifying as irrigation services, as hereinafter defined, regardless of the quality of the water served.

9.1.3.1 IRRIGATION SERVICE DEFINED. Irrigation service is defined as the use of water delivered through a 1-inch or larger meter to irrigate not less than two acres in a single ownership for commercial agricultural purposes. An irrigation service which also provides water to a residence shall be billed monthly for water usage at the residential rate and at the appropriate irrigation rate for water usage, in accordance with Attachment A. An irrigation service, which does not utilize water for any residential purpose, shall be reclassified to the full irrigation water rate. Said reclassification shall be considered by Casitas, upon the customer's request. All service which does not qualify as irrigation shall be considered residential, business, industrial, resale or other service. Each irrigation service shall have an approved backflow prevention device in accordance with these Rates and Regulations.

9.1.3.2 COMMERCIAL AGRICULTURE. Commercial agricultural production shall mean the growing of crops or the raising of fowl or livestock, in conformity with the recognized practices of husbandry, for human consumption, or for the market. When requested in writing by the General Manager, the applicant for irrigation service must furnish proof satisfactory to Casitas that the agricultural production is commercial in nature.

9.1.3.3 CROP REPORT. Each irrigation service customer shall be required to file an annual crop report, on a form provided by Casitas by March 1, of each year. Such requirement for crop report is a condition for irrigation service. Any irrigation customer who fails to submit the crop report as required may, at the sole discretion of Casitas and upon 30 days written notice, have his Class 3 irrigation service changed to a Class 1 residential service. The crop report shall include pertinent information regarding the acreage under cultivation, the types of crops grown, the type of irrigation system used, the sources of water, and other related information as requested by Casitas. Such information is required as a part of Casitas' requirement to furnish an annual crop report to the United States Bureau of Reclamation agreed thereto in the repayment contract.

9.1.3.4 COMPLIANCE WITH RECLAMATION ACT OF 1902 AS AMENDED AND THE RECLAMATION REFORM ACT OF 1982. Each irrigation service customer shall be required to comply with the provisions of the Reclamation act of 1902 as amended and the Reclamation Reform Act of 1982. Such provisions include the completion and submittal, by each irrigation service customer, of land ownership, excess lands, ownership entitlement, water conservation or other related reports, certifications and/or documents as requested by Casitas and set forth in the Reclamation Act of 1902 as amended and the Reclamation Reform Act of 1982. Because the Ventura River Project is a project constructed by the U.S. Bureau of Reclamation under the laws of the Reclamation Acts noted above, said requirements are a condition for irrigation service by Casitas. Any irrigation customer who fails to complete and submit said reports, information and/or documents as required, shall receive thirty (30) days notice of his default, in writing, and thereafter his Class 3 irrigation service will be changed to a Class 1 residential service. The irrigation service customer shall be responsible for the timely maintenance and updating of the information provided to Casitas and remedy invalid information in order to comply with said Acts.

The irrigation service customer shall comply with the limits to irrigation water application as provided by the Acts.

9.1.3.5 No expansion of agricultural service will be permitted during the period of water shortage emergency.

During a period of the water shortage emergency, lands classified by the U. S. Bureau of Reclamation as Class 1-4 and not previously irrigated regularly, will not receive water from Casitas. All such Class 1-4 lands must have been under regular irrigation prior to the declaration of the water shortage emergency unless a request for such expansion was submitted to Casitas for consideration prior to the water shortage emergency or delay.

Under no circumstances will expansion of irrigation usage onto Class 6 lands be permitted.

9.1.3.6 Trees and crops which have been damaged within the past two years may be replaced upon approval by Casitas. Application outlining crop type, acreage, and schedule of replacement must be filed with Casitas prior to replacement.

9.1.3.7 U.S. BUREAU OF RECLAMATION FEES AND FULL WATER COST CHARGES.

Each irrigation service shall be responsible for the payment of any fee or full charge that is applied by the Bureau of Reclamation for the failure of an irrigation service to follow and comply with the requirements of the Reclamation Act of 1902 and Reclamation Reform Act of 1982, and amendments thereto, or other reporting requirements of the Bureau of Reclamation. The irrigation service shall be invoiced said fees and/or charges by Casitas, the irrigation customer shall pay said fees and/or charges in accordance with Section 10.2. "Payment". Upon receipt of the payment from the irrigation customer, Casitas will forward said fees and/or charges to the Bureau of Reclamation.

9.1.4 COMBINATION (CLASS C) SERVICE. Class C service shall apply to mutual water companies needing a water supply allocation from DOHS-type services supplied with more than one class of service through a single connection. For those combination (Class C) services having irrigation services, the agency shall submit annual crop reports and landholding reports for each of its irrigation customers to Casitas in compliance with subsections for Class 3 Service of these regulations. Where more than one class of water service or use is provided through a single connection, the General Manager shall make an equitable pro-ration of rates and fees, which pro-ration shall be conclusive unless appealed within 30 days by the customer to the Board, in which case the determination of the Board shall be conclusive. The resale rate shall not be combined with any other rate.

9.2 ZONE OF USE. It is the intention of Casitas that rates for water take into account the cost of electrical energy required to raise the water above the level of Casitas Reservoir. To this end, two rate zones, known as gravity zone and pumped zone, are hereby established.

9.3 WATER RATES. Some customers are billed monthly and others are billed bimonthly. The water rates schedule shall remain in effect as amended until further revision. The water rates for the respective classifications, zones, and capacities of service are hereby established as shown on Attachment A:

9.4 SERVICE CHARGES.

9.4.1 A Service Charge shall be paid by each customer for each billing period during which a service connection exists. Such charge for any billing period in which such a connection has existed for less than the whole of such period shall be prorated. Such charge shall not entitle the customer to any quantity of water and is in addition to the charges set forth in subsections 9.3. The Service charge will be based on the meter size as set forth in the rate schedule in Attachment A. Service connections exist on the date of approval of the Application for Service. Service Charges are billed from the date that service application is made by the customer.

9.4.2 MULTIPLE SERVICE CONNECTIONS. Where a customer obtains service through more than one service connection, each such connection for billing purposes shall be treated as a separate service. In the interest of providing uninterrupted service, or for some other valid reason, two or more meters may be installed in parallel to measure the flow through a single service connection. For purpose of determining the service charge, such installations shall be treated as a single meter of a capacity that would provide an approximately equivalent maximum flow.

9.5 SUPPLEMENTAL COMMODITY RATE FOR AGRICULTURE.

9.5.1 SUPPLEMENTAL AG WATER RATE. The Supplemental Ag Water Rate are charges based on when there is use of water and no charges are based upon fixed cost or sizes of meter.

9.5.2 COST OF SUPPLEMENTAL AG WATER RATE. The commodity rate for Supplemental AG water service is equal to the cost for agriculture plus the power delivery costs for agriculture. The full cost for agriculture equals the cost of service to irrigation customers less power, divided by the usage of irrigation customers. The power cost for delivery in the following zones will be re-evaluated periodically and the adjustments to the Supplemental Ag water rate be established annually in Attachment B..

9.5.3 APPLICATION FOR THE SUPPLEMENTAL AG WATER RATE. In order for an agricultural customer to receive the all-commodity rate the Supplemental AG Water Rate, the customer shall apply to Casitas for that rate. The customer shall stay in the supplemental ag water rate a minimum of five years. The supplemental Ag water rate shall be renewed upon expiration of the agreement automatically unless there was notice to the contrary by the customer or the District.

9.5.4 AVAILABILITY OF RATE. As a result of Board action taken on November 18, 2009, the current agreements for the Supplemental Commodity Rate for Agriculture are to be terminated as each agreement reaches its five-year term and there will be no new agreements issued

for this rate. This rate is not available to resale customers or agricultural customers who receive a pass through from a resale customer. Agricultural customers with more than one service from Casitas to a single property or to customer pipeline interconnected properties or who receive water from another agency that has another Ag rate shall not be eligible. In general, a customer may not be connected to Casitas and be able to obtain two different rates for agricultural water.

9.5.5 RE-EVALUATING ENTIRE PROPERTY. Upon application for the flat rate for the all-commodity Supplemental AG Water Rate for agriculture, Casitas will re-evaluate the entire property should that property have combination uses. If the evaluation indicates that the property has a more intensive use of residential or other uses than previously determined, Casitas shall make an estimate of what that residential use is, shall assign an appropriate allocation, and shall charge that customer at the residential rates for that amount of water prior to implementing the all-commodity rate for agriculture. Casitas shall, no more frequently than every two years, re-evaluate that customer's premises to ensure that the customer is paying the proper amount.

9.5.6 ELIMINATION OF THE SERVICE CHARGE. The supplemental ag water rate customer shall have the service charge removed from the bill. The service charge shall remain removed from the bill until that customer or the District terminates the all-commodity rate.

9.5.7 WATER SERVICE CONVERSION UPON TERMINATION OF THE SUPPLEMENTAL AG WATER RATE. Upon termination of the Supplemental Ag Water Rate agreement, the customer shall inform in writing within ten (10) days after the agreement termination date whether the customer desires to continue the water service or terminate water service. The customer's failure to notice the District within ten days shall result in the service being billed the monthly service charge and for water usage at the applicable water rate. The conditions of water service, restoration of water service, and application for temporary water service shall be in accordance with the Casitas Rates and Regulations for Water Service.

10. **BILLING AND COLLECTION CHARGES.**

10.1 WATER SERVICE. Bills for water service shall be rendered either monthly or bimonthly as determined by the General Manager.

10.1.1 SURCHARGES ON WATER BILL. Bills covering amounts due as scheduled for collection as a surcharge on water service shall be rendered as a separate charge on the bill for water service.

10.1.2 CLOSING BILLS. Closing bills shall be prepared upon request of the customer, upon change of account, or upon discontinuance of service for nonpayment of a delinquent bill.

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 30 days following the date of billing. When the bill becomes delinquent due to non-payment, a delinquency percentage equal to ten percent (10%) of the bill shall be added to the bill. Within ten (10) days after the delinquent date has passed, a shut-off notice hanging tag (48-hour notice of shut off) shall be hung on the door, or for a multi-residential structure, the tag shall be given to one of the residents if the manager cannot be found. If the bill remains unpaid after the tag is hung, a charge of twenty dollars (\$20.00) shall be made for hanging the tag. Two days later shall be the shut off day. Shut offs 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 made for each service shut off if the bill remains unpaid.

10.2.3 RESTORATION OF WATER SERVICE. In order to restore water service following turn off 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”. In the event that payment is by check which is subsequently returned by the bank for any reason, the aforementioned turn-off 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”.

No service will be turned off on weekends or holidays, or the day preceding said weekend or holiday.

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.

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.

11. BILLING ADJUSTMENTS.

11.1 TYPES OF ADJUSTMENTS.

11.1.1 DISPUTED BILLS. A customer may request Casitas to review a water bill by following the procedures in Section 11.2.

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

11.1.2.1 ADJUSTMENT FOR NON-REGISTERING METER: If the meter is mis-registering or is non-registering the water usage will be averaged. The average usage will be calculated by averaging the usage (units used), for the previous two billing periods and the previous billing a year ago, same time period, using 33%, 33% and 34% respectfully. These percentages total 100% and become the usage for the averaged period.

11.1.3 LEAK ADJUSTMENT.

11.1.3.1. Qualification for Leak Adjustment: In order to qualify for economic relief from water leaks, the request for leak adjustment must be submitted in writing, with appropriate documentation, by the customer within one year of the leak occurrence. The usage during the period of the leak must be at least twice the average of the three year historical usage for any leak relief to be considered. No leaks may have occurred for the requesting customer for the previous five years. The Leak Adjustment provision is provided only to the Residential classification.

11.1.3.2. Documentation: The customer is responsible for providing to the District adequate written and pictorial documentation to prove the leak occurred and has been repaired. The documentation shall include, but not be limited to repair receipts from a plumber, receipts for materials used in the repair, pictures of the leak and/or repair, and any other evidence that the leak has been repaired.

11.1.3.3 Substitution of Larger Leaks: A person may substitute a larger leak for a smaller leak during the 5-year period but must refund the amount of the smaller leak adjustment and the five-year period begins with the new, larger leak.

11.1.3.4 Leak Adjustment Calculation: The Leak Adjustment calculation is the difference in the quantity of water of the 4-month leak period, less the average of the same period in the prior three years. This water cost amount that is determined to have been the leak is divided by two, equally splitting the District's calculation of the water cost that is eligible for leak adjustment between the customer and the District.

11.1.4. OTHER ADJUSTMENTS. Should other adjustments become necessary because of actions by the District, such as the District causing a leak or a meter mis-registering or a non-registering meter; the General Manager can adjust those issues.

11.2 PROCEDURE

11.2.1 NOTIFICATION TO CASITAS. If a customer believes his/her bill to be in error, he/she shall so advise Casitas, setting forth the basis for the claim.

11.2.2 TIME LIMIT. Within 60 days from the billing date, the customer shall deposit the full amount of the bill with Casitas together with a statement of reasons for believing the bill to be in error.

11.2.3 ADJUSTMENT BY BILL HEARING OFFICER. The Bill Hearing Officer shall have the authority to make such adjustment in the disputed bill as he feels is appropriate in the circumstances up to \$500.00. Amounts over \$500.00 require the approval of the General Manager. Should the customer and the Bill Hearing Officer or the General Manager fail to agree on the amount to be paid to Casitas on account of the disputed bill, the customer shall have the right to appeal the matter to the Board for settlement.

11.2.4 ADJUSTMENT BY BOARD. The procedure for appeal to the Board shall be as follows:

11.2.4.1 WRITTEN NOTICE. After receiving said deposit and statement, Casitas shall give written notice to the customer of the date and time of the meetings at which the bill will be considered by the committee and/or Board.

11.2.4.2 PRESENTATION OF EVIDENCE. The customer or the customer's representative may appear at said meeting of the Board and present whatever evidence he/she may have concerning the alleged error in the bill.

11.2.4.2 BOARD DETERMINATION FINAL. The Board shall consider the alleged error and give its decision within 30 days after the conclusion of said meeting. The decision of the Board shall be final and conclusive.

12. **DISCONTINUANCE AND RESTORATION OF SERVICE.**

12.1 SHUTOFF FOR TEMPORARY PERIOD OF NON-USE. For the convenience of all residential services 1 inch and smaller, the service may be discontinued at the request of the customer for a temporary period of non-use.

12.2 ARRANGEMENT FOR DISCONTINUANCE OF SERVICE. Water service will be turned off on the date requested by the customer, provided 72 hours advance notice, excluding Saturdays, Sundays and holidays, is furnished to Casitas. Turn offs are normally made on Mondays and Thursdays. The customers shall be held responsible for all service rendered to their premises until the date of turnoff specified in a notice to Casitas. For services larger than 1 inch, the meter shall be removed when service is discontinued and customers requesting their service be discontinued shall sign a statement that indicates that they acknowledge that they are giving up their allocation. All services shall have the meter removed when the owners request in writing that they wish to discontinue the service, the owner shall be required to sign a form indicating the service will be discontinued, which will mean termination of the allocation and the removal of the meter

12.3 DISCONTINUANCE OF VACANT SERVICE. When a service becomes vacant with no consumption for over sixty (60) days, the District shall contact the owner by registered mail, return receipt requested, to determine whether the owner wishes to continue the service by paying the service charges or if the owner wishes to discontinue the service as in Subsection 12.1 above. If the owner does not respond within an additional sixty (60) days, the General Manager may discontinue the service and have the meter removed.

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

12.5 RESTORATION OF SERVICE. Restoration of a service shall require the payment of all service charges, as set forth in subsections 9.4.1, "Service Charges", and 9.4.2, "Rate Schedule", for the period from the date of discontinuance of service to the date of restoration, or the payment of a new meter connection fee, whichever is the lesser. Restoration of a service that has been formally discontinued by the customer shall require the payment of all application fees, capital facility charges, and service facility charges as set forth for a new meter installation.

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

12.7 FORECLOSURE: In those instances where service is discontinued due to a foreclosure, the allocations shall remain with the property. The meter shall not be removed, the General Manager can place a lien on the property to recover outstanding charges and the new owner will not have to pay back service charges.

12.7.1 APPLICATION FOR SERVICE BY A REALTOR: Criteria for transferring water service(s) out of previous owner, on foreclosed (Bank Owned) property ONLY, into Realtor and/or Agent name:

Written Authorization: Realtor and/or Agent must provide to CMWD written authorization from Financial Institution owning property (Asset Management Department or Bank) naming the Realtor and/or Agent stating property service address and effective date, assigning them as responsible party.

Application for service: must be filled out with responsible party's signature and submitted with all deposits, charges and fees prior to turning service on.

Turn On Fee: \$20.00 (Non Refundable)
Turn Off Fee: \$20.00 (Non Refundable)

12.7.2 SERVICE DEPOSIT: Service Deposit can be waived if customer has previous good standing credit for one year continuously with CMWD. Service Deposits are applied to or refunded if applicable to the balance when service is turned off, or after

one year of good credit history. Service Deposits are per meter size:

- \$ 60.00 – up to 1”
- \$100.00 – up to 2” Residential
- \$150.00 – up to 2” Agricultural
- \$200.00 – up to 3” or Larger

12.7.3 SERVICE CHARGE DEPOSIT: Service Charge Deposit is taken at time of application for water service. The Service Charge is billed either Monthly or Bi-Monthly depending on Created on Classification of the Customer and are determined by meter size. When service is disconnected, the Service Charge will be pro-rated. Realtor and/or Agent will be responsible for all Service Charges as long as the service is in their name. See 9.4.1 Service Charges for current Service Charge Rates.

12.7.4 CONSUMPTION: Realtor and/or Agent will be responsible for all water used while the service is in their name. Meter reads will be taken at the beginning of service, monthly or bi-monthly (depending on Classification of Customer) and at the end of service to determine the usage of water.

13. **METER TESTS.**

13.1 REQUEST FOR TEST. A customer who believes that the water meter serving the customer’s premises is not accurately measuring the water delivered may request a test of the meter. When such a test is requested, the customer is required to pay a meter test fee to partially offset the cost of the test. The schedule for meter tests is as follows:

<u>Meter Size</u>	<u>Amount</u>
5/8" through 2"	\$ 16.00
3" and larger	62.00

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

13.2 TEST RESULTS. If the meter is found to be registering at a rate less than 95 percent of true flow or greater than 105 percent of true flow, appropriate adjustment of the customer's water bills for the immediately preceding four months will be made, and the customer's account credited or charged, as determined by Casitas to be appropriate in light of the test results. If the test shows registrations outside the limits set forth above, the meter test fee shall be refunded.

14. **DISTRIBUTION FACILITIES.**

14.1 ALTERNATE PROCEDURES. Whenever extension of the water system is required because the lands to be served do not lie along a pipeline of adequate capacity or proper pressure, or special facilities for water service are required, the works may be installed in accordance with one of the following procedures:

14.1.1 PAYMENT AT TIME OF APPLICATION. The works may be installed by Casitas with the cost associated with service to the applicant's property paid by the applicant in accordance with payment of "Service Facility Charge" under subsection 4.9.

14.1.2 INSTALLATION BY CUSTOMER. The works may be financed and installed by the applicant in accordance with plans and specifications previously approved by Casitas. The applicant may be required to pay to Casitas the cost of engineering and inspection services incurred in connection with the works. Customer must enter into a binding, written agreement with Casitas prior to proceeding with the work.

15. WATER SUPPLY AND INTERRUPTION OF DELIVERY.

15.1 LIABILITY. Casitas will attempt to deliver to customers a continuous and sufficient supply of water at the meter. Casitas, however, shall not be liable for interruption of service or shortage or insufficiency of supply or for any loss or damage occasioned thereby.

15.2 REPAIRS AND IMPROVEMENTS. For the purpose of making repairs or installing improvements to the system, Casitas shall have the right to temporarily suspend the delivery of water. Casitas may notify customers in advance of such action, except in cases of emergency. Repairs or improvements may be performed during regular working hours except in the case of emergencies as defined by Casitas. Casitas shall not be liable for any loss or damage occasioned by such suspension of service.

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

15.3.1 The Water Efficiency and Allocation Program shall establish, through a staged process, Casitas' customer allocation program and associated rate schedules, which will result in a balance between supplies and demand through an equitable distribution of the existing supplies.

15.3.2 IMPLEMENTATION

15.3.2.1 This program shall be implemented in five stages. Stage 1 is voluntary water conservation and was implemented on April 11, 1990.

15.3.2.2 Stage 2 allocations shall be implemented upon adoption of this ordinance. Associated Stage 2 water rates shall be implemented at the discretion of the Casitas Board of Directors based upon the General Manager's report on current water storage, current water use, weather conditions, and recurrent hydrologic conditions of the local ground water basins.

15.3.2.3 Stage 3 may be implemented at the discretion of the Casitas Board of Directors based upon the General Manager's report as stated in 15.3.2.2 above and an evaluation of the Stage 2 measured success or assessed potential to achieve the objective of this program.

15.3.2.4 Stage 4 may be implemented at the discretion of the Casitas Board of Directors based upon the General Manager's report as stated in 15.3.2.2 above and an evaluation of Stage 2 and Stage 3s measured success or Stage 2 and Stage 3s assessed potential to achieve the objectives of this program.

15.3.2.5 Stage 5 may be implemented in the event Lake Casitas' storage is reduced to 65,000 acre feet or less. Stage 5 may remain in effect until Casitas' storage reaches 90,000 acre feet.

15.3.2.6 The Board of Directors may at their discretion implement a lesser stage of this ordinance based upon the General Manager's report and the assessed potential of the lesser stage to achieve the objectives of this program.

15.3.3 CUSTOMER CLASS: Customer class shall be defined by Type of Service and the customer's demonstrated compliance with prescribed water efficient and/or water saving practices. Each service account shall qualify for no more than one classification at any time.

15.3.3.1 TYPE OF SERVICE: Casitas provides water service for seven basic types of service. These types of service are Agriculture, Business, Resale, Residential, Temporary, Emergency and Inter-departmental as defined in Section 2, "Definitions":

15.3.4 RATES.

15.3.4.1 ALLOCATION: Each customer, except as noted in Section 15.11, "Priorities", shall receive a water allocation measured in Units of Water for a defined period of time based upon Type of Service as shown in Tables 1-14, which may be modified by Section 15.3.14, "Allocation Changes". Allocation shall not mean an entitlement or imply a water right.

15.3.5 SERVICE CHARGES: A service charge shall be applied to each Unit of Water allocated each month or to one-twelfth of the annual amount. This charge shall reflect the fixed costs of providing production, storage, and maintaining service of the allocation to the customer. Upon implementation of stage 2 of the Water Efficiency and Allocation Program, service charges specified in Section 9.4.2, "Rate Schedule", shall be replaced by applicable service charges for each Type of Service as shown in Tables 1 through 14. If a customer of a Type of Service has no allocation, the service charge shall be based on the size of meter charge contained in the Rates and Regulations for water service.

15.3.6 WATER RATE: Upon implementation of Stage 2 thru Stage 5 of the Water Efficiency and Allocation Program, water charges specified in Sections 9.3.1, 9.3.2, 9.3.3, Rate

Schedule, shall be replaced by a charge per unit of water purchased each billing period shall be applied based upon delivery and other variable costs for each Type of Service as shown in Tables 1 through 14.

15.3.7 DISCOUNTS: The water rate shall be discounted by “Water Use” divided by allocation. The maximum discount for each Type of Service as shown on the applicable Tables 1-14 are based upon each Type of Service’s conservation potential.

15.3.8 EXCESS WATER USE CHARGES: In the event water use exceeds the water allocation, the water rate shall be increased in proportion to excess water use by dividing water use by allocation and multiplying the result times the rate. The result shall not exceed two (2.0).

15.3.9 TIERS: In addition to excess water use charges, a multiplier shall be applied to customer charges for repeated use of water above the customer’s allocation.

15.3.9.1 TIER 1: Tier 1 multiplier shall be 1.0 and shall apply to all Types of Service and subclasses whose water use does not exceed the water allocation by more than 10% rounded to the lowest whole unit or four units per month, whichever is greater, in any allocation period.

15.3.9.2 TIER 2: Tier 2 multiplier shall be 2.0 and applied to all Standard Class Types of Service accounts in Stages 3 through 5 that exceed the allocation by more than 10 percent, or 4 units per month, whichever is greater in two or more months during the same water year.

15.3.9.3 TIER 3: Tier 3 shall be 5.0 and applied to all Standard Class Types of Service accounts in Stages 4 through 5 which exceed the allocation by more than 10 percent, or 4 units per month, whichever is greater for three or more months during the same water year.

15.3.9.3.1 If, at the end of each fiscal year the customer’s total water use has not exceeded their total annual water allocation by more than 10%, all excess water use charges resulting from the application of Tier 2 and Tier 3 multipliers shall be credited to the account.

15.3.10 BILLING EQUATION: As an example of the billing equation, the following water bill would apply to a Stage 2 Standard Residential account with a 20-unit monthly allocation with water use of 18 units:

Water Charge: 18 units X \$1.631 water charge =	\$29.36
Discount on	
Water Charge: 18 Units divided by 20 units	
20 unit allocation =	.90
Net Water Charge: 29.36 X .9 =	\$26.42
Service Charge: 20 unit Allocation -	

	10 Unit Lifeline X \$0.78 =	7.80	
TOTAL WATER BILL:	\$26.42 + \$7.80	=	\$34.22

The following example would apply to a Stage 3 Standard Residential Account with an allocation of 20 units, water use of 28 units, and which has exceeded the allocation for two or more Billing Periods:

Water Charge: 28 Units X \$1.787	=	\$50.04
Excess Water Charge: 18 units divided by 20 units		
20units =	1.40	
Net Water Charge: \$50.04 X 1.40 X Tier 2	=	\$140.11
Service Charge: 20 Units Allocation -		
1 Unit over Lifeline X \$0.90	=	16.20
Total Water Bill	=	\$156.31

15.3.11 CUSTOMER CLASSIFICATION TABLES: The following customer classifications are available to Casitas’ customers. The requirements for each classification, the associated allocations, and water rate schedules are contained in Tables 1 through 14 and herein made a part of this ordinance.

RESIDENTIAL	Table No.
Standard Residential	1
Residential Conservation	2
Standard Multi-Residential	3
Multi-Residential Conservation	4
Large Residential	5
AGRICULTURE	
Standard Agriculture	6
Agriculture Conservation	7
RESALE	
Standard Resale	8
Resale Conservation	9
BUSINESS	
Standard Business	10
Business Non-Irrigation Conservation	11
Business Irrigation Conservation	12
TEMPORARY SERVICE	13
EMERGENCY SERVICE	14

15.3.12 **EMERGENCY FIRE PROTECTION**: In the event customers exceed their allocation as a result of a fire, the customer shall be charged the regular water rate assigned their classification. The customer shall not be subject to rate increases as a result of water use for fire protection. Customer has the obligation to provide evidence of such use at the time of such use.

15.3.13 **CHANGES IN TYPES OF SERVICE**.

15.3.13.1 The customer may qualify for a change in Type of Service which results in a lower annual water allocation at any time.

15.3.13.2 Customers' requests for a change in Type of Service which results in a higher annual water allocation shall be granted based upon availability of water supply, but only once per customer.

15.3.13.3 Customers reclassified as a result of a failure to meet ongoing classification requirements shall be subject to all of the Rates and Regulations of the reclassification, but shall not receive any allocation changes which result in net increase in the total annual allocation.

15.3.14 ALLOCATION CHANGES.

15.3.14.1 A customer may request and receive a reduced water allocation at any time throughout the program.

15.3.14.1.1 Residential or business customers who have no 1989 recorded water use, or only partial 1989 water use, shall receive an allocation based upon an analysis of the historical water use available, size of property, and the allocations provided similar properties within Casitas' service area. In order to obtain a review of the allocation, the property owner shall submit a request for review to the Water Conservation Supervisor.

15.3.14.2 A residential customer may, at any time throughout stage 2 through stage 5 of the Allocation Program, request and receive the next largest residential allocation on a one-time-only basis as long as the customer's need is not due to an expanded or new use requiring a building permit.

15.3.14.3 Business customers may, at any time throughout stage 2 through stage 5 of the Allocation Program, request and receive an increase in water allocation by meeting all of the following criteria:

15.3.14.3.1 The need for an allocation increase must be the result of verifiable increases in production, sales, or service volume.

15.3.14.3.2 The need for an increased allocation does not require an increased "service size".

15.3.14.3.3 The increase in water allocation requirement is not the result of the expansion or replacement of existing buildings, landscaping, or decorative fixtures.

15.3.14.3.4 The increase in water allocation shall not be greater than 20% of the 1989 water use.

15.3.14.3.5 The total increase in allocation may not exceed an annual amount of five (5) acre feet.

15.3.14.4 The Casitas Board of Directors reserves the right to alter allocations for any customer class at any time.

15.4 AGRICULTURAL ALLOCATIONS: Customers in the Agricultural Type of Service shall be allocated a collective water allocation equal to 80 percent of 1989 Prime agriculture and Irrigation class water sales. Individual water allocations for agricultural customers shall be developed based upon the qualifying acreage, that is, planted lands served by Casitas and under irrigation during 1989 and prior to April 11, 1990 less water from sources other than Casitas.

15.4.1 STANDARD AGRICULTURE SUBCLASS: Customers choosing not to qualify for Conservation Class service shall receive no allocation. Water shall be provided on demand subject to availability.

15.4.2 AGRICULTURE CONSERVATION SUBCLASS: Each qualifying acre shall receive an allocation based upon each year's evapotranspiration requirement for the crop in place in 1989 and adjusted for soil type, annual rainfall, local climate conditions, and irrigation system uniformity distribution less water from sources other than Casitas.

15.4.2.1 The standard for determining the evapotranspiration shall be the Penman Equation. The constants used to adjust the result of the standard equation for crop type, effective rainfall, soil type, and distribution uniformity shall be developed based upon the conclusions of studies conducted by the Department of Water Resources, University of California, and Casitas. These constants shall be subject to adjustments as new and additional information is made available to Casitas through the term of this ordinance. The degree of flexibility in arriving at the appropriate adjustments shall be governed by the total long-term water requirements for agriculture. Those estimated long-term requirements shall not exceed the total agriculture water allocation.

15.4.2.2 EVAPOTRANSPIRATION (ET) DATA: Actual ET values shall be collected from the East Ojai and Rincon weather stations daily and the total values accumulated. Effective rainfall will be deducted from the values. Additional weather stations may be included at a later date. In the event one or both stations fail to report, Casitas shall estimate the ET value based upon correlations with other available data. Casitas may provide daily ET information; however, Casitas shall not be liable for interruptions in the reporting process. The data developed by Casitas' approved station is developed as a benchmark for managing supplies. Casitas recognizes that inaccuracies and disputes over methods of measurement and calculation shall occur. However, Casitas shall be the sole judge of the source and method of calculation.

15.5 RESERVE ALLOCATIONS: Customers in the Conservation Subclass who are provided reserve allocations shall be subject to the following criteria and limitations for the use of such allocations:

15.5.1 A reserve allocation is water which is set aside by a customer for use during periods when the customer's alternate water sources are not fully available.

15.5.2 The customer establishes a reserve allocation by agreeing to annually set aside a portion of the customer's total annual allocation for a period of at least 5 years but not more than 20 years. Each qualifying customer's water reserve shall be replenished in full equal to the amount annually set aside, multiplied by the number of years agreed upon, each time Lake Casitas reaches maximum storage.

15.5.3 Customers qualifying for water reserves shall receive water reserves proportional to Lake Casitas storage on the date the application for a reserve is approved. Both the term of the reserve to be set aside and the total reserve shall be in proportion to the amount of water stored. No application for reserves will be accepted when total storage is at or below 65,000 acre feet.

15.5.4 Customers shall evaluate the reliability of their sources of water supply and determine an adequate reserve for their individual needs. Customers may elect to set aside water for reserve by requesting the reserve in writing to Casitas. Casitas, however, shall have the right to limit the total volume of water reserves.

15.5.5 Customers in the Resale Type of Service who purchased negligible or no water from Casitas in 1989, as determined by Casitas, may apply for an annual reserve allocation up to a maximum of 1/20th of 80 percent of 1989 water from "Sources Other Than Casitas."

15.5.6 Agricultural customers who purchased little or no water in 1989 may qualify for a maximum reserve of 1/20th of the average annual evapotranspiration requirement for the customer's total qualifying acreage as defined in Section 9.1.4, "Class 3 Service".

15.5.7 USE OF WATER RESERVES.

15.5.7.1 Water reserves shall be used by the customer when purchases from Casitas exceed the annual water allocation, and the sum of Casitas' purchases and water from "Sources Other Than Casitas" does not exceed eighty percent of the 1989 totals.

15.5.7.2 Agricultural water reserves shall be used by the customer when purchases from Casitas exceed the annual water allocation per Section 15.4 and the sum of Casitas purchases and water from "Sources Other Than Casitas" does not exceed the total per acre ET based water allocation. Data on water from "Sources Other Than Casitas" shall be supplied to Casitas based upon qualification in the Conservation Class acceptable to Casitas.

15.5.7.3 Reserve water purchases by the customer under the above conditions shall be billed at the base rate for the appropriate Type of Service and the customer shall receive no excess water use charges.

15.5.7.4 If the customer is reclassified from Conservation to Standard Subclass, and the customer has water remaining in reserve, the reserve shall be held by Casitas for two years or until the customer qualifies for the Conservation Subclass, whichever comes first, after which time the reserve shall be forfeited.

15.5.7.5 If a customer re-qualifies for the Conservation Subclass within the two-year period referenced in the preceding part, the reserve allocation shall be reinstated minus any Purchases during the period which exceeded the total allocation.

15.5.7.6 Unless the customer applies for a reserve change in its reserve agreement, the reserve allocation shall be automatically reestablished each time Lake Casitas spills and at the end of the term of the customer's reserve agreement.

15.6 WATER BANKING: Water banking is water delivered to Casitas by customers with an express written agreement with Casitas for the banking of water. The intent of banked water is to reduce the use of Casitas water when other sources are available. The specific terms and conditions of water banking are governed by a separate agreement not contained herein. This ordinance, however, governs the use of banked water as it relates to water allocations. The conditions of banked water use are as follows:

15.6.1 Banked water shall be considered water from "Sources Other Than Casitas".

15.6.2 Banked water shall not be used when total production that is the sum of "Sources Other Than Casitas" and purchases from Casitas exceeds 80% of 1989 totals.

15.6.3 Banked water may be used to offset purchases from Casitas within the customer's water allocation and may be used to supplement production from "Sources Other Than Casitas."

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 APPEALS: Customers who are denied a request for increased allocations may request a review by submitting a written appeal to the designated Water Conservation Supervisor stating the nature of the request. The Water Conservation Supervisor shall review the appeal and related information and prepare a recommendation for the General Manager. The General Manager's decision on the appeal shall be reported to the customer in writing and to the Casitas Board of Directors.

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

15.7.4 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.

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

15.8 USE OF CASITAS WATER AND WATER ALLOCATIONS.

15.8.1 Water allocations provided by Casitas are assigned to properties or water purveyors and are not transferable from one property or water purveyor to another.

15.8.2 Casitas water allocations shall not be sold, bartered or traded by Casitas' customers.

15.8.3 Casitas water shall not be transported from the property or any agency served to any other property or agency without written agreement with Casitas.

15.9 EXPORT OF CASITAS WATER: All customers receiving Casitas water into water conveyance systems which cross Casitas boundaries shall meet the following requirements as a condition of service:

15.9.1 Customers shall submit to Casitas a certified report on the last day of each month that demonstrates that no Casitas water was transported or used outside Casitas boundaries during the prior month without written approval by Casitas.

15.9.2 Customers shall install and maintain Casitas approved metering devices and shall be required to account for all Casitas water delivered.

15.9.3. In the event Casitas water is exported during any month, the customer shall be billed as follows:

15.9.3.1 Exported water shall be charged at five (5) times the Temporary Service rate and an additional one-twelfth (1/12th) the Temporary Service rate each month thereafter until said water is returned to Casitas unless Casitas has agreed otherwise, then the charge shall be as agreed.

15.9.4 Returned water shall be water from a "Source Other Than Casitas". Casitas water allocations shall not be accepted as returned water.

15.9.5 In the event the customer fails to comply with Sections 16.9, Export of Water, all water purchased in excess of the month's water allocation shall be considered export and shall be billed in accordance with the foregoing.

15.9.6 Section 15.9, Export of Water, is effective at all times, before, during or after the staged implementation of the Water Efficiency and Allocation Program.

16. RESIDENTIAL, BUSINESS, INDUSTRIAL AND RELATED CLASSES OF SERVICE.

16.1. Casitas is committed to the policy of providing information and educational materials to existing customers which will help them achieve the goal of 20% voluntary conservation during the current year, and prepare them to be able to stay within any allocations which may be assigned in the future. Casitas may provide such information and educational materials through appropriate means such as newsletters, handouts, workshops, billing enclosures, etc.

16.2. It is Casitas' basis policy that no expansion of water service use will be permitted during the period of the water shortage emergency. In some cases, however, expansion involving installation of additional plumbing fixtures, landscape, etc. will be permitted if it can be demonstrated that such expansion can be mitigated through installation of water-efficient plumbing devices and that increased total water use should not occur as a result of the expansion.

The following minimum requirements shall be a condition of approval for residential and business remodels, additions, and replacements:

16.2.1 REMODELS AND ADDITIONS TO EXISTING BUILDINGS:

16.2.1.1 If no additional plumbing fixtures are required, the project may be approved and a standard will-serve letter may be issued.

16.2.1.2 If additional plumbing fixtures are required, the installation of ultra-low flow toilets and low-flow shower heads will be required throughout the building. This requirement, plus evidence that total water use should not increase as a result of the remodel, will be included in any will-serve letter issued. The basis for judging such uses will be the 1989 water use minus 20% of the basis residential allocation.

16.2.2 SWIMMING POOLS, SPAS, AND POOL CABANAS: Swimming pools, spas, and pool cabanas normally involve installation of additional plumbing fixtures and result in an ultimate increase in total water demand. Such additions may be permitted if the applicant can provide documented evidence that the total water demand for the property will not increase.

16.2.3 REPLACEMENT OF RESIDENTIAL UNITS: The replacement of structures may be approved contingent upon installation of water efficient plumbing devices and documented evidence of no additional water use.

16.2.4 BUSINESS AND COMMERCIAL: Existing commercial structures which have inactive water services may reactivate service based upon evidence that water use will not exceed the standard allocation or the historical water use.

16.3 CASITAS' RESALE WATER AGENCY CUSTOMERS: All of the above policies shall apply both to Casitas and resale water agencies which are customers of Casitas.

16.4 WATER SERVICE APPROVED BY RESALE AGENCIES: Water service approved by resale agencies in compliance with this resolution shall be supplied by that resale agency without reliance upon Casitas water. A statement to that effect shall be indicated on any revised will-serve letters by a resale agency.

17. **CASITAS EQUIPMENT ON CUSTOMER'S PREMISES.**

17.1 RIGHT OF ACCESS. All service pipe and equipment needed to serve a customer up to and including the meter shall be owned by Casitas whether installed (1) on public or private property, or (2) at applicant's or Casitas' expense. Casitas equipment required for service which is installed on a customer's premises may be repaired, replaced, or removed by Casitas. Authorized representatives of Casitas shall have the right of safe access to such equipment for any purpose reasonably connected with furnishing service. Casitas shall make no payment for placing or maintaining equipment which is required solely for providing service to the customer's premises.

17.2 RESPONSIBILITY OF CUSTOMER. The customer shall exercise care to prevent damage to or interference with the operation or servicing of Casitas equipment. The customer shall be liable for any damage to Casitas owned meters, locks, or other equipment which is caused by himself or his tenants, agents, employees, contractors, licensees, or permittee and must promptly reimburse Casitas on presentation of a bill for any such damage. The bill for such damage will be determined by Casitas based upon the extent of the damage and the bill will be added to the customer's account and the customer will become eligible for turn-off procedures if the bill is not paid in a timely manner as described in Section 10.2, Payment.

17.3 RELOCATION OF CASITAS' EQUIPMENT: Any equipment of Casitas that is on private property and needs to be relocated pursuant to customer's request shall be paid by customer.

18. **RESPONSIBILITY FOR WATER RECEIVING EQUIPMENT.**

18.1 RESPONSIBILITY OF CUSTOMER. The customer shall be responsible for connecting his pipeline to Casitas' meter. The customer shall furnish and install at his own risk and expense that portion of the water system which begins at the outlet side of the meter. Such water receiving equipment shall remain the property of the customer and he shall be responsible for its maintenance and repair. Casitas may, at its sole discretion, require the customer to install protective devices or adjust, replace, or discontinue using any water receiving or regulating equipment when

surges or other potentially damaging effects to Casitas' water system are caused by the customer's operations or equipment. Casitas may require the customer to submit plans of this proposed water receiving equipment for approval by Casitas prior to the installation of its service connection facilities. Where reduced or increased pressure is desired by the customer, he shall be responsible for installing and maintaining the necessary regulators, pumps, and relief valves. In such cases, the equipment shall be installed on the customer's side of the meter and at his expense.

18.2 CASITAS NOT LIABLE. Casitas shall not be responsible for any loss or damage caused by the negligence, want of proper care, or wrongful act of the customer or any of his tenants, agents, employees, contractors, licensees, or permittee in installing, maintaining, using, operating, or interfering with any water receiving equipment. Furthermore, Casitas shall not be responsible for damage caused by faucets, valves, and other equipment which may be open at any time that water is turned on at the meter.

18.3 ELECTRICAL GROUNDING. Casitas is not responsible for providing an electrical ground through water service equipment. Accordingly, customers are cautioned not to attach any ground wiring to plumbing which is or may be connected to Casitas service equipment, unless the customer installs an approved insulating device between the customer's and Casitas' system. Casitas may hold the customer liable for any damage to Casitas property resulting from a ground wire attachment.

19. **PROTECTION OF PUBLIC WATER SUPPLY**

19.1 RESPONSIBILITY OF CUSTOMER. In making plumbing connections, the customer is required to comply with the regulations of the Department of Health Services, as set forth in Title 17 of the California Administrative Code and the United States Environmental Protection Agency. Such regulations prohibit (1) unprotected cross-connections between a public water supply and any unapproved source of water and (2) unprotected water service connections to premises where there is a possibility of contaminated water backflowing into the public water system.

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

When requested, the customer, at his sole expense, shall furnish and install an approved backflow device to the satisfaction of Casitas and/or the Ventura County Environmental Resource Agency-Environmental Health Division.

19.2 CASITAS REQUIREMENTS. Casitas, in compliance with Public Health Regulations, will require the installation of approved backflow prevention devices or other protective devices before granting or continuing service under such conditions as set forth hereafter:

19.2.1 ALTERNATE SUPPLY. Where another source of water is in use or is available for use unless otherwise granted an exclusion in writing by the Casitas General Manager. Periodic water quality test results and other requirements shall be required by the Casitas General Manager of alternate supplies of water which have been granted an exception. When such periodic water quality test results are required by Casitas, they shall be obtained and provided at the sole expense of the customer.

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

19.2.3 FERTILIZERS OR OTHER CHEMICALS. When service is made to land or facilities upon which the customer utilizes his water system for the application of fertilizers or other chemicals through injection of such substances.

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

19.2.5 SPECIAL CASES. In special cases, at the sole discretion of Casitas, Casitas may require the customer to eliminate certain plumbing or piping connections as an additional precaution to prevent backflow.

19.3 CUSTOMER INSPECTION OF PROTECTIVE DEVICES. The regulations of Casitas and the California State Department of Health Services require that the owner of any premises on or for which protective devices are installed for the protection of Casitas facilities shall cause these devices to be inspected and checked for proper operation at least once per year by a backflow prevention device tester that is certified by the Ventura County Environmental Resource Agency-Environmental Health Division. All defective devices shall be serviced, overhauled, or replaced at the customer's expense. A written report on this annual inspection, including any required corrective action taken, shall be submitted to Casitas by the certified tester who made the inspection. Failure to carry out the annual inspection, and take and document corrective actions as directed by either Casitas or the Environmental Health Division, shall result in discontinuance of water service by Casitas.

19.4 CASITAS INSPECTION OF PROTECTIVE DEVICES. Protective devices may be inspected and tested for proper operation by Casitas. Service to any premises may be immediately discontinued if it is found that dangerous unprotected cross-connections exist or if any defect is found in the operation of the protective devices. Service shall not be restored until such defects are corrected by the customer.

19.5 PROTECTION OF CUSTOMER'S PLUMBING SYSTEM. As a protection to the customer's water system, a suitable pressure relief valve must be installed where check valves or other backflow prevention devices are installed. Such installation must conform to the requirements

of the plumbing code as adopted by the local jurisdictional agency. Such installation shall be installed and maintained at the customer's sole expense.

20. **CASITAS FACILITIES AND WATER.**

Intentional damage to, destruction of, or tampering with Casitas facilities, and the unauthorized appropriation or theft of Casitas water shall be punishable as follows:

20.1. By termination of water service to the perpetrator.

20.2. By the assessment of liquidated damages in an amount not to exceed the actual damages incurred or \$1,000.00, whichever is greater.

The person or persons charged with one or more of the acts prescribed above shall be entitled to a hearing to be conducted substantially in accordance with the applicable provisions of the Administrative Procedures Act (Government Code Section 11500, et seq.).

Pending said hearing, the General Manager shall determine whether water service to the person or persons so charged shall be continued or discontinued. His determination shall be based on the following factors:

20.2.1 Amount of damage to Casitas facilities.

20.2.2 Amount of water lost through such damage.

20.2.3 Likelihood of the damage being repeated.

21. **CHARGES FOR INTERACTING WITH THE BUREAU OF RECLAMATION ON REQUESTS FROM OTHERS.**

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

22. **REGULATION PROHIBITING WATER WASTE**

22.1 WASTEFUL WATER USE All water provided to customers of Casitas Municipal Water District shall be put to reasonable beneficial use. No water provided by Casitas Municipal Water District shall be wasted.

Prohibitions and charges for improper use of water shall be based on the current stage of the Water Efficiency and Allocation Program.

22.2 **DEFINITION** Waste of water includes, but is not limited to, the following:

All Stages 1-5:

1. Permitting water to leak from any device or facility on his/her property and the failure to repair any water leak in a timely manner.
2. Use of non-recirculating systems in all new and renovations of existing conveyer car washes.
3. Use of non-recirculating systems in all new and renovations of existing commercial laundry facilities.
4. Use of non-recirculating decorative water fountains.
5. Use of water in single pass cooling systems.

Stages 3 through 5

1. Use of water for cleaning of sidewalks, driveways or other paved or hard surface.
2. The observable use of water for any purpose **without reasonable control over the application of using the water for a beneficial use that** results in water flowing down sidewalks, driveways, streets, gutter, ditch or other surface drain. For example, the washing of cars, boats, trailers, aircraft, or other vehicles by hose without a shutoff nozzle and bucket except to wash such vehicles at commercial or fleet vehicle washing facilities using water recycling equipment.
3. Use of water for decorative fountains and ponds.
4. Outside landscape or garden watering after 9:00 a.m. and before 6:00 p.m.
5. Washing Streets with District water except in cases of emergency or essential operations.
6. Failure of any customer to use a viable alternative water source that is available without a contract for a specified amount of water service from the district.

22.3 **ENFORCEMENT** As of June 30, 2008, a District customer allegedly

engaged in the wasting of the District's water as defined in Section 22.2 during Stage 5 shall be responded to as set forth below.

1. The Water Conservation Manager will mail a written letter of notification to the customer. It will inform the customer of alleged water waste, the importance of water conservation and that their water rate shall increase by \$1 per unit over their current water rate for each unit of usage that exceeds their water allocation.

Table 1

Purpose of Use - Residential
Standard Residential Class

PURPOSE:

The Standard Residential Class is for customers using water for ordinary domestic purposes. The allocation and rate schedule are designed to encourage efficient use of water both in and outside the home.

REQUIREMENTS:

Any customer qualifying for Residential water service from Casitas is automatically a Standard Residential Class customer.

ALLOCATION: Stage 2: The allocation assigned shall be determined by the allocation value nearest to 80% of 1989 purchases. The allocations shall be monthly based on the following:

April - November	December - March
20 units	11 units
45 units	18 units
90 units	36 units
144 units	36 units

Stage 3-4: The following optional monthly allocations shall be based upon 80% of 1989 water use:

April - November	December - March
13 units	10 units
20 units	11 units
29 units	14 units
45 units	18 units
60 units	24 units
76 units	28 units
90 units	36 units
108 units	36 units
126 units	36 units
144 units	36 units

Stage 5: 12 units per month or 50% of preceding year's allocation, whichever is greater.

RATES:

Service Charge	Per unit over 10 Units per month	Water Rate Discount per unit
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Stage 2:	0.78	1.631	20%
Stage 3:	0.90	1.787	10%
Stages 4-5	1.032	2.055	0%

One unit equals 748 gallons of water

Table 2

Purpose of Use - Residential
Residential Conservation Class

PURPOSE:

The purpose of the Residential Conservation Class is to provide economic incentives for customers to adopt proven water efficiency practices in both indoor plumbing devices and outside landscaping design. This rate is for residential customers who will maintain the requirements to receive the incentive rates. Failure to maintain the requirements reverts customer to Standard Residential Class.

REQUIREMENTS:

In addition to qualifying for the Residential Class, customers may qualify for the Residential Conservation Class by meeting the following requirements:

1. Undertake a residential water audit from Casitas every 4 years or when high consumption occurs.
2. Complete an approved landscape audit.
3. Implantent audit recommandations.
4. Implement Best Management Practices adopted by Casitas including: retrofit all plumbing devices with Casitas approved devices including 1.6 gallon toilets, low-flow shower heads with shutoff valve and faucet aerators and maintain these devices in place.
5. Customers shall agree not to exceed their total annual water allocation each year.
6. In the event the customer is disqualified from the Conservation Class, requalification will require the customer to have maintained the allocation for at least the last 12 months.

ALLOCATION: The following monthly allocations shall be available to the conservation class based upon 80% of 1989 water use:

Stages 2-4	April - November	December - March
	13 units	10 units
	20 units	11 units
	29 units	14 units
	45 units	18 units
	60 units	24 units
	76 units	28 units
	90 units	36 units
	108 units	36 units
	126 units	36 units
	144 units	36 units

Stage 5: 12 units per month or 50% of preceding year's allocating,

whichever is greater.

RATES:

	Service Charge Per unit over 10 Units per month	Water Rate per unit	Discount
Stages 2-5:	0.78	1.554	20%

One unit equals 748 gallons of water

Table 3

Purpose of Use - Residential
Standard Multi-Residential Class

PURPOSE:

The Standard Multi-Residential Class is for customers qualifying for the Standard Residential Class having multi-family residences on a single property such as mobile home parks, apartments, and condominium complexes.

REQUIREMENTS:

Customers may qualify for Multi-Residential class if their Casitas service provides water to three or more family residential units.

ALLOCATION: Stages 2 - 4: Shall be monthly allocations based upon 80% of 1989 purchases.

Stage 5: Shall be 50% of Stages 2-4 above.

RATES:

	Service Charge Per unit over 10 Units per month	Water Rate per unit	Discount
Stage 2:	0.42	1.631	20%
Stage 3:	0.47	1.787	10%
Stages 4-5	0.55	2.055	0%

One unit equals 748 gallons of water

Table 4

Purpose of Use - Residential
Multi-Residential Conservation Class

PURPOSE:

The purpose of the Multi-residential Conservation Class is to provide economic incentives for customers to adopt proven water efficient practices in both indoor plumbing devices and outdoor landscaping. This rate is an incentive for Multi-residential customers who will maintain the requirements to receive the incentive rate. Failure to maintain the requirements returns the customer to the Multi-residential class.

REQUIREMENTS:

In addition to qualifying for the Multi-Residential classification, customers may qualify for the Multi-Residential Conservation Class by meeting the following requirements:

1. Complete an approved landscape and indoor water audit.
2. Implement audit recommendations.
3. Implement Best Management Practices adopted by Casitas including: retrofit all plumbing devices with Casitas approved devices including 1.6 gallon per flush toilets, low-flow shower heads with shutoff valve and faucet aerators and maintain these devices in place.
4. Residential water audit every 4 years or when high consumption occurs.
5. Customers shall agree not to exceed their total annual water allocation each year.
6. In the event the customer is disqualified from the conservation Class, re-qualification will require the customer to have maintained the allocation for at least the last 12 months.

ALLOCATION: Stages 2 - 4: Monthly allocations based on the total number of residential units and types as follows:

	<u>Summer</u>	<u>Per Month</u>	<u>Winter</u>
Standard residential units on one lot	20 units		11 units
Apartments, condominiums, mobile homes	10 units		8 units

Stage 5:

Standard residential units on one lot	12 units
Apartments, condominiums, mobile homes	7 units

RATE:

	Service Charge Per unit over 10 Units per month	Water Rate per unit	Discount
Stages 2 - 5:	0.42	1.554	20%

One unit equals 748 gallons of water

Table 5

Purpose of Use - Residential
Large Residential Service

PURPOSE:

The Large Residential Class is for residential customers requiring more than the maximum residential allotment to maintain large landscape areas which were established prior to the Declaration of Emergency.

REQUIREMENTS:

The Large Residential Class customer shall meet the minimum requirements of the Standard Residential Class. The parcel served shall be two acres, or more, and the customer shall have purchased in excess of 130 units of water per month during calendar year 1989.

AVAILABILITY: Stages 2 - 5

ALLOCATION: Stages 2 - 4: Shall receive monthly allocations not to exceed 80% of 1989 purchases.

Stage 5: 36 units per residence, per month.

RATES:

	Service Charge Per unit over 10 Units per month	Water Rate per unit	Discount
Stage 2:	0.78	1.631	0%
Stage 3:	1.10	1.787	0%
Stages 4	1.22	2.085	0%

One unit equals 748 gallons of water

Table 6

Purpose of Use - Residential
Standard Agricultural Class

PURPOSE:

The Standard Agricultural Class is for customers whose primary Purpose of Use is commercial agriculture and who choose not to qualify for Agriculture Conservation Class service. This classification provides incentives to minimize the use of Casitas water as supplies are reduced.

REQUIREMENTS:

Customers shall be classified in the Standard Agriculture Class by meeting the minimum requirements for irrigation or prime agriculture service as defined in Casitas' Rates and Regulations and this ordinance..

ALLOCATION:

Standard Agriculture Class customers shall receive no allocation. Service shall be on demand subject to availability.

RATES:

	Service Charge Per acre* per month	IRRIGATION Water Rate per unit	Discount
Stage 2:	\$ 12.63	.542	
Stage 3:	\$ 13.89	.676	
Stage 4:	\$ 15.14	.845	
Stage 5:	\$ 17.57	1.267	

*Per acre of qualifying land as defined in Section 11

One unit equals 748 gallons of water

Purpose of Use - Agriculture
 Agriculture Conservation Class

PURPOSE:

The Agriculture Conservation Class is for customers able to make the most efficient use of Casitas water. This classification recognizes the customer's efforts and ability to better manage water use and provides incentives to continue such practices in both rates and flexibility of the allocation. This rate is a contract for agricultural customers who will maintain the requirements to receive the incentive rate. Failure to maintain the requirements will return the customer to the Standard Agriculture Class.

REQUIREMENTS:

1. Complete and submit an application for Agriculture Conservation Class service by March 1, 1992. Applicant must provide Casitas with all the information requested in the application and the information must be accurate. Failure to complete the application, or falsification of information, shall disqualify the applicant from Conservation service.
2. Applications received after March 1, 1992 shall be accepted based upon water availability.
3. The applicant shall agree to utilize the evapotranspiration data provided by Casitas for irrigation.
4. The applicant shall agree to complete a distribution uniformity evaluation of their irrigation system every four (4) years.
5. The applicant shall agree to achieve and maintain a distribution uniformity of 80%, or more, within two (2) years of implementation of this program.
6. The applicant shall agree not to exceed their annual allocation each year.
7. In the event the applicant is disqualified from the Conservation Class, re-qualification will require the customer to have maintained their allocation for at least the last twelve (12) months.

ALLOCATION:

Each qualifying acre shall receive an allocation based upon monthly evapotranspiration requirements as provided by Casitas. The Conservation Class may also qualify for reserve allocations to supplement other water sources as defined in Section 12 by demonstrating that those other sources are being utilized in compliance with the evapotranspiration based allocations.

Stage 5: Shall be 85% of Evapotranspiration Requirements.

RATES:

Service Charge	Water Rate	Discount
Per unit	per unit	
per month		

IRRIGATION:

Stages 2-5:	0.1392	.411	40%
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One unit equals 748 gallons of water

Table 8

Purpose of Use - Resale
Standard Resale Class

PURPOSE:

The Standard Resale Class is for resellers of Casitas.

REQUIREMENTS:

Standard Resale customers shall meet the minimum requirements for resale service as defined in the Casitas Rates and Regulations.

ALLOCATION: Stages 2 - 4: Monthly allocations based upon 80% of monthly purchases used within the boundaries of Casitas during the 1989 calendar year.

Stage 5: Shall be 70% of monthly allocation contained in Stages 2-4.

RATES:

		GRAVITY	
	Service Charge Per unit per month	Water Rate per unit	Discount
Stage 2:	\$.704	.303	20%
Stage 3:	\$.888	.318	10%
Stages 4-5:	\$ 1.183	.334	0%

	Service Charge Per unit per month	PUMPED Water Rate per unit	Discount
Stage 2:	\$.60	.819	20%
Stage 3:	\$.69	.860	10%
Stages 4-5:	\$.80	.898	0%

One unit equals 748 gallons of water

Purpose of Use - Resale
Resale Conservation Class

PURPOSE:

The Resale Conservation Class is for resale customers having other sources of supply who have adopted and implemented long-term supply and demand management policies and have been able to make most efficient use of their supply.

REQUIREMENTS:

1. Resellers shall provide Casitas certified 1989 production data for all water sources other than Casitas.
2. Resellers shall have installed water metering devices on all alternate sources and shall provide Casitas monthly meter data by the 30th day of the following month.
3. Resellers shall provide Casitas all annual water sales data by customer class on or before September 30th of each year for the preceding fiscal year.
4. Resellers shall provide Casitas with annual water audit data which demonstrates 10% or less total water losses on or before January 30th of the preceding fiscal year.
5. Reseller shall have adopted and implemented Best Management Practices Memorandum of Understanding in pace with Casitas' implementation.
6. Reseller shall not exceed 80% of 1989 total water production which is the sum of production from other sources of supply and Casitas' purchases.
7. Resellers shall determine the reliability of those sources and set aside an adequate water reserve to ensure the average annual water requirements from Casitas do not exceed their water allocation as provided in Section 12 of this ordinance.
8. Resellers may qualify for service under this classification upon application and compliance with the above requirements.
Reclassification shall require, in addition to the above, that the customer has remained within their allocation during the preceding 12 months

ALLOCATION: Customers with multiple Resale Conservation services may be aggregated into one account.

Stages 2 - 4: Shall be annual based upon 80% of 1989 purchases from Casitas used within the boundaries of Casitas. The customer may elect to reserve additional water as specified in Section 12 herein.

Stage 5: The allocations shall be annual based upon 75% of the allocations contained in Stages 2-4.

RATES:

	Service Charge		GRAVITY
	Per unit	Water Rate	Discount
	per month	per unit	
Stages 2 - 5 allocation:	\$.704	.289	20%
Stages 2 - 5 Reserve:	\$.740	.282	0%
	Service Charge		PUMPED
	Per unit	Water Rate	Discount

Stages 2 - 5 allocation:	per month \$.60	per unit .779	20%
Stages 2 - 5 Reserve:	\$.69	.722	0%
One unit equals 748 gallons of water			

Table 10

Purpose of Use - Business
Standard Business Class

PURPOSE:

The Standard Business Class is for commercial customers who are both business and industrial.

REQUIREMENTS:

Standard Business Class customers shall meet the minimum requirements for business service as defined in the Casitas Rates and Regulations.

ALLOCATION: Stages 2 - 4: Each Standard Business Class customer shall receive an allocation not to exceed 80% of the water purchased from Casitas during calendar year 1989. The allocation shall be equally distributed over 12 monthly allotments with a minimum monthly allotment of 8 units. The customer may request seasonal distributions as long as the total allocation does not exceed 80% of 1989 purchases.

Stage 5: Shall be 75% of monthly allocations defined in Stages 2-4.

RATES:

	Service Charge Per unit per month	Water Rate Discount per unit	
Stage 2:	\$.57	.893	20%
Stage 3:	\$.71	.935	10%
Stages 4-5:	\$.85	1.029	0%

One unit equals 748 gallons of water

Purpose of Use - Business
 Business Non-Irrigation Conservation Class

PURPOSE:

The Business Non-Irrigation Conservation Class is for business customers using Casitas water primarily for non-irrigation purposes. This rate is a contract for business customers who maintain the requirements to receive incentive rates. Failure to maintain the requirements returns the customer to the Standard Business Class.

REQUIREMENTS:

Customers shall qualify for service as Standard Business Class and submit a certified annual report to Casitas which demonstrates that less than 10% of the total water purchases is used for irrigation purposes, as well as:

1. Complete a water audit and efficiency evaluation approved by Casitas every four years.
2. Adopt and implement Best Management Practices including the installation and maintenance of water efficient and water saving devices recommended by the evaluation.
3. Customers shall agree not to exceed their total annual water allocation each year.
4. In the event the customer is disqualified from the Conservation Class, requalification will require the customer to have maintained the allocation for at least the last 12 months.

ALLOCATION: Customers with multiple Business Non-Irrigation Conservation services may be aggregated into one account.

Stages 2 - 4: Each Business Non-Irrigation customer shall receive an allocation not to exceed 80% of the water purchased from Casitas during calendar year 1989 purchases. The allocation shall be equally distributed over 12 monthly allotments with a minimum monthly allotment of 8 units. The customer may request seasonal distributions as long as the total allocation does not exceed 80% of 1989 purchases.

Stage 5: Shall be 85% of the allocations defined in Stage 2.

RATES:

	Service Charge per unit per month	Water Rate Discount per unit	
Stages 2 - 5:	\$.57	.850	20%

One unit equals 748 gallons of water

Purpose of Use - Business
Business Irrigation Conservation Class

PURPOSE:

The Business Irrigation Conservation Class is for business customers using Casitas waters primarily for irrigation purposes and able to implement and maintain water saving and water efficient practices. This rate is a contract for business customers who maintain the requirements to receive incentive rates. Failure to maintain the requirements returns the customer to the Business Class.

REQUIREMENTS:

Business Irrigation customers shall meet the minimum requirements for Standard Business Class and complete an approved irrigation evaluation of the property served which shall include a quantification of the acreage irrigated as well as:

1. Complete an approved irrigation uniformity evaluation every two years if demand records shows more than 2.5 acre feet of water per year usage.
2. Achieve and maintain a distribution uniformity of 80% or greater as determined by the evaluation.
3. Customers shall agree not to exceed their total annual water allocation each year.
4. In the event the customer is disqualified from the Conservation Class, requalification will require the customer to have maintained the allocation for at least the last 12 months.

ALLOCATION: Shall be developed based upon 2.5 acre feet of water per acre, per year, of irrigated land prior to April 11, 1990 plus the estimated Non-Irrigation requirements not to exceed the total water purchased during calendar year 1989. Customers with Business Irrigation Conservation services may be aggregated into one account. These allocations shall be quarterly as listed below:

Stages 2 - 4: Shall be quarterly water allotments per acre of qualifying lands:

	A/F	Units
Winter	.384	167
Spring	.825	359
Summer	.852	371
Fall	.439	191

Stage 5: Shall be 100% of the Non-Irrigation requirements plus 80% of Irrigation requirements in quarterly allotments.

RATE:

	Service Charge	
	per unit	Water Rate Discount
	per month	per unit

Stages 2 - 5: \$.57 .850 20%

One unit equals 748 gallons of water

Purpose of Use - Other
Temporary Service

PURPOSE:

The Temporary Class is for residential customers using water to serve and maintain facilities such as storm drains, sewers, roads and highways, or other uses which do not require continuous water service.

REQUIREMENTS:

The Temporary Class customer shall apply for temporary service and include in the application intended purpose and an estimation of water required.

ALLOCATION: An allotment shall be estimated for a period not to exceed 30 days based upon Casitas' review of the application. No Temporary Service shall be provided in Stage 5. Temporary service and allocation may be extended by written agreement with Casitas.

RATES:

Service Charge: \$1.61 per unit allotted per month

Water Rate: \$8.134 per unit within the allotment
and \$14.14 per unit over the
allotment

One unit equals 748 gallons of water

Purpose of Use - Other
Emergency Service

PURPOSE:

The Emergency Class is for residential customers having an active service connection with Casitas which is used solely as a standby water supply in the event of a temporary failure to the customer's own source of supply.

REQUIREMENTS:

The Emergency Class customer must have a permanent service connection to property from Casitas and hold no water allocation from Casitas.

ALLOCATION: No allocation is available under this class of service.

RATES:

Service Charge: \$.291 per gallon/per minute meter capacity

Water Rate: \$4.73 per unit

One unit equals 748 gallons of water

ATTACHMENT B

Supplemental Ag Rate – Effective January 1, 2010

ZONE	2008-09 AG WATER COMMODITY RATE (\$/HCF)	2008-09 ZONE POWER COST (\$/HCF)	SUPPLEMENTAL AG RATE (\$/HCF)
1	\$0.852	\$0.00	\$0.852
2	\$0.852	\$0.053	\$0.895
3	\$0.852	\$0.091	\$0.943
4	\$0.852	\$0.151	\$1.003
5	\$0.852	\$0.192	\$1.044
6	\$0.852	\$0.168	\$1.020
7	\$0.852	\$0.241	\$1.039
8	\$0.852	\$0.135	\$0.987
9	\$0.852	\$0.250	\$1.102

(The basis for calculation of zone power cost is energy cost from FY 2008-2009)

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 23-XX

AN ORDINANCE ADOPTING A REVISED DOCUMENT ENTITLED RATES AND REGULATIONS FOR WATER SERVICE, ADOPTING THE NOTICE OF EXEMPTION, AND DIRECTING THE NOTICE OF EXEMPTION TO BE FILED WITH THE CLERK OF THE COUNTY OF VENTURA

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

WHEREAS, the Rates and Regulations for Water Service adopted on December 16, 2009 has become outdated; and

WHEREAS, revisions and updates to the Rates and Regulations are proposed for the purposes of reflecting current District policies for water service; and

WHEREAS, certain sections of the Rates and Regulations are proposed to be moved to the Water Efficiency and Allocation Program (WEAP), and certain edits to the WEAP are proposed for consistency with the proposed revisions to the Rates and Regulations.

WHEREAS, the Board reviewed revisions to update the Rates and Regulations for Water Service at its regular meeting on the _____ day of _____, 2023; and

WHEREAS, it was determined that the project is exempt because said project is considered to be a categorically exempt discretionary project under Section 21080(b)(8) of Chapter 2.6 of Division 13 of the CEQA Statutes and Section 15273(a)(1) of the CEQA guidelines.

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

- 1) The document entitled Rates and Regulations for Water Service attached as Exhibit "A" is adopted and shall take precedence over pre-existing and prior Ordinances and Resolutions concerning the same issues.
- 2) Sections 4.2 through 4.8 of the Water Efficiency and Allocation Program shall be revised as shown in Exhibit "B",
- 3) Henceforth, any resolutions that are adopted affecting the procedures in the Rates and Regulations for Water Service will be incorporated into the document at the time of their adoption.
- 4) The Notice of Exemption for revisions to the Rates and Regulations for Water Service attached hereto as Exhibit "C" is hereby adopted.
- 5) The General Manager or designee is directed to file the Notice of Exemption with the Clerk of the County of Ventura.

ADOPTED this ____ day of _____, 2023

Richard Hajas, President
Casitas Municipal Water District

ATTEST:

Mary Bergen, Secretary
Casitas Municipal Water District

DRAFT

EXHIBIT "B"

REVISIONS TO SECTIONS 4.2 THROUGH 4.8 AND SECTION 5.7.E OF THE WATER EFFICIENCY AND ALLOCATION PROGRAM

ADOPTED ON MAY 12, 2021

(Revisions noted in red)

4.2 Water Allocation Principles.

Each and every water service provided by Casitas is metered and a basic water use allocation is established for each customer account that provides a reasonable amount of water for the customer's needs and property characteristics (WC § 372). The following principles are to be followed for the Casitas water allocations:

- 1) Each Casitas water service shall be assigned either a monthly water allocation in the terms of Units or an annual water allocation in terms of Units and Acre-feet.
- 2) Allocation shall not mean an entitlement or imply water rights in favor of the customer.
- 3) The assignment of allocations shall be based on reasonable and necessary water use, the application of water conservation practices and standards, and other relevant factors associated with water use during Stage 1 conditions at Lake Casitas.
- 4) The Casitas Board of Directors reserve the right to make individual allocation assignments and to change water allocations at any time within each classification based on the changes to the availability of water stored in Lake Casitas, changes in water use that appears to compromise the reliability of the Lake Casitas water supply, and changes in water conservation practices and standards.
- 5) Water allocations provided by Casitas are assigned to property or water purveyors and are not transferrable from one property or water purveyor to another.
- 6) In cases where the tenant has been authorized as the water service account holder, the allocation for the service account is assigned to the property and cannot be transferred to another service account or property.
- 7) All requests for allocation adjustment must be made by the property owner.
- 8) Casitas' water allocations shall not be sold, exported, bartered or traded by or between Casitas' customers.
- 9) Casitas water allocated shall not be transported from the property or by any agency served to any other property or agency without prior written agreement with Casitas.

4.3 Allocation Assignments to Water Service Classifications.

Casitas has established the definitions of water customer classifications as provided by the Casitas Rates and Regulations for Water Service and has made specific allocation assignments to each and every water account by either (1) written agreement, or (2) the application of historical water use data, or (3) the application of documented water use standards. Where deemed necessary by Casitas, Casitas may perform site specific water use audits and survey to determine the appropriate level of allocation to be assigned to any one service connection or customer. Water allocations may change by action of the Casitas Board of Directors based on the Lake Casitas storage level or trend, water use trends, and the performance by customer classification in meeting water consumption reduction goals.

The following subsections describe the method used to assign the water allocation for each classification of water service at **Stage 1** condition:

Business

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1st to June 30th).
- 2) Allocation assigned by recorded agreement; or
- 3) Where not defined by recorded agreement, the lesser of the historical water consumption recorded for either the 80% of the 1989-90 water use or the Fiscal Year 2012-13 water use.
- 4) In cases where historical consumption is not available for a new business, an initial allocation may be assigned based on standard water demand factors used in Engineering Department review of new or expanded uses. Any increases in water allocation over the prior assigned allocation for the property are subject to Casitas' discretion on the limits of available water allocation and subject to the charges for new and/or expanded water use (Section 4.8).

Fire

There is no water allocation for the Fire classification. This water use is for emergency only, and not a part of a continuing annual water use.

Industrial

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1st to June 30th).
- 2) Allocation assigned by recorded agreement; or
- 3) Where not defined by recorded agreement, the lesser of historical water consumption recorded for either the 80% of the 1989-90 water use or the Fiscal Year 2012-13 water use.
- 4) In cases where historical consumption is not available for a new business, an initial allocation may be assigned based on standard water demand factors used in Engineering Department review of new or expanded uses. Any increases in water allocation over the prior assigned allocation for the property are subject to Casitas' discretion on the limits of available water allocation and subject to the charges for new and/or expanded water use (Section 4.8).

Interdepartmental

- 1) Water allocation shall be specified as an annual allocation based on a fiscal year (July 1st to June 30th).
- 2) The **annual** allocations for individual Interdepartmental classification services shall be based on the Fiscal Year 2012-13 water use.

Irrigation (Commercial Agriculture)

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1st to June 30th).
- 2) Qualifying acreage for each Irrigation account shall be limited to acreage that can be identified as under irrigation prior to March 1, 1992. There will be no allocation for irrigation acreage that has been expanded after March 1, 1992, except as otherwise approved in written and recorded agreement between Casitas and the property owner. Casitas' records and mapping will be the standard for the identification of lands in irrigation prior to March 1, 1992.
- 3) Allocation assignments to lands served by multiple meter services shall consider the proportion of the allocation that each meter is intended to serve. The aggregation of meter readings and allocations from multiple meters shall not be allowed except under the terms and conditions of an approved addendum to the Application for Water Service to provide an aggregation variance. The customer may apply for the aggregation of allocations and water volume for accounts serving contiguous parcels under a single ownership, subject to the conditions of the Casitas addendum to the Application for Water Service. The aggregation variance must be approved and on file for the current year during which the variance is applicable. The issuance of the aggregation variance is subject to the discretion of the General Manager.
- 4) The Stage 1 water allocation assigned to each Irrigation water account is the greater volume of either (1) the water use recorded at each meter service during fiscal year 2012-13 or (2) eighty (80) percent of recorded water volume metered to the account in fiscal year 1989-90, neither of which shall exceed a water volume of 3 acre-feet per acre applied to the qualifying acreage.
- 5) The residential water use for Agricultural/Domestic classification that is directly associated with the Irrigation shall be considered as Irrigation for purpose of allocation assignments and meeting the demand reduction requirements for Irrigation.

Multi-Family Residential

- 1) Stage 1 water allocations are assigned to each existing Multi-Family Residential account by either a recorded agreement or based on the standards set in 1992 by Casitas.
- 2) The Multi-Family Residential water allocation for each account shall be distributed by either a monthly or bi-monthly scheduling of the allocation.
- 3) A part of the Multi-Family Residential allocation is provided for health and sanitation and shall be set at **84 120 units per year per dwelling**, distributed evenly each month as **7 10** units per month for each dwelling.
- 4) The essential water use portion of the allocation is not subject to adjustment by the Staged Demand Reduction Program, unless otherwise deemed by the Board to be a necessity during extreme water supply conditions or during emergencies.
- 5) The part of the Multi-Family Residential allocation that is in excess of the essential allocation shall be specified as a monthly allocation and distributed proportionally to reflect varying seasonal water use, as follows:

Month	July	August	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
% of Total Annual Allocation	.12	.11	.11	.11	.08	.08	.04	.06	.05	.05	.09	.10

- 6) The part of the Multi-Family Residential allocation that is in excess of the essential allocation is subject to adjustment by the Staged Demand Reduction Program.
- 7) Where not previously assigned a residential allocation, a residential allocation shall be based on the following:
 - a. The essential health and sanitation portion of the residential allocation shall be set at **84 120 units per year per year per dwelling**, and be constant for each month of the year;
 - b. Non-essential portion of the annual residential allocation shall be based on a maximum limit of 1.99 acres (86,684 square feet) of irrigated landscape area and set as follows:
 - i. For the first 5,000 square feet of landscape area, 15 gallons per square foot;
 - ii. For the next 10,000 square feet of landscape area, 10 gallons per square foot
 - iii. For the next increment up to 71,684 square feet of landscape area, 3 gallons per square foot;
- 8) In cases where a Single Family residence is proposing to construct an Accessory Dwelling Unit, the customer will be reclassified to Multi-Family residential and there will be no required change to the allocation. Staff may make adjustments to the distribution between essential and non-essential provided the adjustments are consistent with similar properties and WEAP allocation standards. The customer may request an increase in allocation provided the amount is consistent WEAP allocation standards. However, any increases in total allocation are subject to approvals for New or Expanded Water Use.

Other

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1st to June 30th).
- 2) Allocation assigned by recorded agreement; or
- 3) Where not defined by recorded agreement, the lesser of historical water consumption of either the 80% of the 1989-90 water use or the Fiscal Year 2012-13 water use.
- 4) In cases where historical consumption is not available for a new business, an initial allocation may be assigned based on standard water demand factors used in Engineering Department review of new or expanded uses. Any increases in water allocation over the prior assigned allocation for the property are subject to Casitas' discretion on the limits of available water allocation and subject to the charges for new and/or expanded water use (Section 4.8).

Resale

- 1) Water allocation shall be specified as an **annual** allocation based on a fiscal year (July 1st to June 30th).
- 2) The Stage 1 allocation for each individual Resale customer shall be ~~mutually agreed to by each water agency and Casitas, be~~ incorporated into a memorandum of understanding (MOU), and assigned to provide water to supplement the Resale agency's primary source of water supply. ~~An annual adjustment to the allocation assignment may be a condition of the MOU.~~

- 3) An objective of a MOU is to achieve parity between the Resale agency customers and Casitas customers in applying similar overall water use restrictions and financial penalties in each Stage.
- 4) The Resale agency shall determine the reliability of its water sources and ensure that the annual water requirements from Casitas do not exceed their annual water allocation from Casitas.
- 5) The allocation assignment from Casitas shall not be used by the Resale agency for growth within the Resale service area, unless additional allocation for growth is authorized by written agreement with Casitas.
- 6) The Resale agency shall implement water conservation measures in accordance with the State’s or California Urban Water Conservation Council’s Best Management Practices, responsibly maintain water system metering and pipeline systems to reduce water losses, and when necessary or when asked to do so, implement water demand reduction measures similar to or more restrictive than those imposed by Casitas to assure the continued availability of water for health and safety purposes.

Residential

- 1) Stage 1 water allocations are assigned to each existing Residential account by either a recorded agreement or based on the standards set in 1992 by Casitas.
- 2) The Residential water allocation for each account shall be distributed by either a monthly or bi-monthly scheduling of the allocation.
- 3) A part of the Residential Allocation is provided for health and sanitation and shall be set at **120 units per year**, distributed evenly each month as 10 units per month for each dwelling.
- 4) The essential water use portion of the allocation is not subject to adjustment by the Staged Demand Reduction Program, unless otherwise deemed by the Board to be a necessity during extreme water supply conditions or during emergencies.
- 5) The part of the Residential Allocation that is in excess of the essential allocation shall be specified as a monthly allocation and distributed proportionally to reflect varying seasonal water use, as follows:

Month	July	August	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
% of Total Annual Allocation	.12	.11	.11	.11	.08	.08	.04	.06	.05	.05	.09	.10

The part of the Residential Allocation that is in excess of the essential allocation is subject to adjustment by the Staged Demand Reduction Program.

- 6) Where not previously assigned a residential allocation, a residential allocation shall be based on the following:
 - a. The essential health and sanitation portion of the residential allocation shall be set at **120 units per year**, and be constant for each month of the year;
 - b. Non-essential portion of the annual residential allocation shall be based on actual irrigated landscape area of the parcel with a maximum limit to 1.99 acres (86,684 square feet) of irrigated landscape area and set as follows:
 - i. For the first 5,000 square feet of irrigated landscape area, 15 gallons per square foot;
 - ii. For the next 10,000 square feet of irrigated landscape area, 10 gallons per square foot

- iii. For the next increment up to 71,684 square feet of irrigated landscape area, 3 gallons per square foot;

Temporary

- 1) There is no water allocation assigned for the Temporary classification. Temporary water service is not property related on a permanent basis.
- 2) Temporary water use is limited for a short-term, as provided in the Rates and Regulations for Water Service of six months or less, for such purposes as construction projects, or short-term water supply emergencies, or temporary backup water to non-metered agricultural parcels.
- 3) Temporary meters that are issued to serve supplemental commercial irrigation shall be temporarily allocated water based on the allocation assignment provided at the time of the application for the Temporary service based on the same water use standards as provided for the Irrigation classification, and reduced by Stage conditions,. The allocation does not extend beyond the period of the temporary water service application ~~of six (6) months~~, unless the Casitas Board of Directors approves a limited continuance of the temporary service.

4.4 Allocation Adjustments.

A ~~Casitas customer property owner with Casitas water service~~ may request the reconsideration of their initial assigned Stage 1 water allocation ~~within 60 days of the adoption of the WEAP~~ where the request does not include a consideration for either an expansion in the area of use or new construction. The ~~customer property owner~~ shall submit a water allocation adjustment application in order to have their request considered by the General Manager of the District. The information contained on the application may be subject to an audit and, if necessary, additional documentation may be required in order to substantiate the requested adjustment.

Adjustments to water allocations that have been assigned through a recorded Water Service Agreement between the property owner, or prior property owner, and Casitas must proceed through an amendatory agreement, will be subject to the capital facility charges for the amount of water provided as the allocation adjustment, and subject to the availability of water allocations.

Adjustments to water allocations will not be granted in amounts that exceed 80 percent of the FY 1989-90 metered usage of water by the meter service account without prior Board approval.

4.5 Standards for a Water Allocation Adjustment.

Water allocation adjustments may be considered by Casitas during initiation of the WEAP that appropriately assigns a Stage 1 allocation, to ensure that the needs of the water customer are reasonably balanced against the purpose of this Plan.

Water allocations may be considered for adjustment for:

- a. Correction of irrigable area square footage;
- b. Correction of number of dwelling units (Multi-family accounts only);
- c. Exemption granted for a licensed in-home childcare or elderly care facility;

Water allocations will not be adjusted to accommodate:

- a. Pools, ponds, spas, or hot tubs;
- b. In-home businesses or hobbies that use an increased amount of water;
- c. Gardens and orchards;
- d. Homeowner's Association requirements for turf areas in excess of that water allocation specified by Casitas for a Residential classification;
- e. Where an allocation has been assigned through a recorded agreement.

Agricultural Irrigation Allocation Adjustment Standards:

- a. Limited to acreage planted in commercial agricultural production prior to March 1, 1992. Casitas shall also consider the assignment of an appropriate allocation to lands that are verified as being in a crop rotation status, or temporarily in a fallowed state, having been in a planted status prior to March 1, 1992.
- b. Comparative (same crop type and average use of various parcels) crop usage in FY2012-13 for full irrigation, not to exceed 3 AF/AC/YR, which is located within a 1-mile circumference of the parcel seeking the appeal for a change in water allocation.

4.6 Appeals Process.

Customers that are denied an adjustment of water allocation may request a review of the request by submitting a written appeal to the Casitas Water Resources Manager stating the nature of the appeal. The appeal shall be reviewed by the Casitas Water Resources Manager and a recommendation shall be reported to the General Manager. The decision of the General Manager shall be reported to the customer in written form. If the customer is not satisfied with the General Manager's decision, the customer must request within 10 days that the appeal be placed on the agenda of the Casitas Board of Directors. The determination by the Board of Directors shall be final.

4.7 Availability of Allocations.

The determination of supplies being available for issuance of new allocations of water shall be made upon staff recommendation at a regular Board of Directors meeting. The determination that water is or is not available shall be within the determination of the Board of Directors. The determination that a supply is available shall be based upon more detailed information about existing supplies, the availability of new supplies, new water supply projects, or contracts or proposed contracts for additional supplies where, in the opinion of the Board of Directors, the supply of water is definite enough to provide the assurance to the County of Ventura that there is a forty year supply.

4.8 Allocation for New or Expanded Water Uses.

A customer property owner may request a change to a water allocation assignment for the purposes of obtaining new or expanded use of water that is associated with a new building permit, new or existing conditional use permit, or agricultural irrigation acreage expansion. The approval of an addition or

change to the water allocation for new and/or expanded water allocation is subject to Casitas' discretion on the limits of available water allocation and subject to the charges for new and/or expanded water allocation.

When the Board of Directors determine that additional new water supplies are available, either from the safe yield of the existing CMWD project supply or additional new supplies, supplies shall be allocated in accordance with the following criteria:

- a) No single property owner or applicant for the given type of service (municipal, industrial or agricultural) shall receive a new water allocation greater than 10 percent of the total new available supply or the minimum standard residential allocation, whichever is greater. If the applicant's allocation requirements are not fully met, the applicant may maintain a position of priority until more water is available.
- b) All applicants seeking an allocation shall provide Casitas with a detailed description of the project, the use of water for which the water is sought, and information on peak flow and annual water requirements. Casitas shall determine meter size and amount of allocation based upon reasonable and necessary needs and Casitas' Rates and Regulations.
- c) The amount of water to be allocated shall be at Casitas' sole discretion. The assignment of an allocation shall be limited to the availability of water from the Lake Casitas safe yield, and be based on current water demand factors as adopted by the District and as amended. The amount of water required for the project may be calculated and submitted for the consideration of Casitas by a civil engineer, registered in the State of California, representing the project proponent.

4.8.1 Expansion of Residential and Commercial Use During Water Shortage

It is Casitas' policy that no expansion of water service use will be permitted during the period of declared water shortage, when mandatory water use reductions are being implemented in accordance with the Water Efficiency and Allocation Program, unless the Board of Directors deems an appropriate expansion of water use to be permissible. In the even that no expansion of water service use is permitted by the Board of Directors, the following minimum requirements shall be a condition of approval for residential and business remodels, additions, and replacements:

4.8.1.1 Remodels and Additions to Existing Buildings

- a) **No Additional Plumbing Fixtures:** If no additional plumbing fixtures are required, the project may be approved and a standard will-serve letter may be issued.
- b) **Additional Plumbing Fixtures:** If additional plumbing fixtures are required, the installation of ultra-low flow toilets and low-flow shower heads will be required throughout the building. This requirement, plus evidence that total water use should not increase as a result of the remodel, will be included in any will-serve letter issued.
- c) **Swimming Pools, Spas, and Pool Cabanas:** Swimming pools, spas, and pool cabanas normally involve installation of additional plumbing fixtures and result in an ultimate increase in total water demand. Such additions may be permitted if the applicant can provide documented evidence that the total water demand for the property will not increase.

4.8.1.2 Replacement of Residential Units

The replacement of structures may be approved contingent upon installation of water efficient plumbing devices and documented evidence of no additional water use.

4.8.1.3 Commercial

Existing commercial structures which have inactive water services may reactivate service based upon evidence that water use will not exceed the standard allocation or the historical water use.

4.8.1.4 Water Service Approved by Resale Agencies

Water service approved by resale agencies shall be supplied by that resale agency without reliance upon Casitas water. A statement to that effect shall be indicated on any revised will-serve letters by a resale agency.

4.8.2 Expansion of Agricultural Service During Water Shortage

No expansion of agricultural service will be permitted during the period of water shortage when mandatory water use reductions are in effect under the Water Efficiency and Allocation Program.

During a period of the water shortage, lands classified by the U. S. Bureau of Reclamation as Class 1-4 and not previously irrigated for agricultural use regularly, will not receive water from Casitas. All such Class 1-4 lands must have been under regular agricultural irrigation prior to the declaration of the water shortage unless a request for such expansion was submitted to Casitas for consideration prior to the water shortage.

Under no circumstances will expansion of agricultural irrigation usage onto Class 6 lands be permitted.

4.8.1.5 Replacement of Agricultural Crops

Trees and crops which have been damaged within the past two years may be replaced upon approval by Casitas. Application outlining crop type, acreage, and schedule of replacement must be filed with Casitas prior to replacement.

5.7 Appeals for Exception to Staged Adjustments of Allocation or Conservation Penalty Assessment.

a. A Casitas customer may file an appeal for:

1. An Exception to Staged Adjustment of Allocation, as provided in Section 5.4 above;
- or
2. The assessment of a Conservation Penalty, ~~as provided in Section 5.6 above~~

by submitting a written appeal, on a form provided by Casitas, directly to the General Manager or his/her designee.

- b. The following paragraphs provide the criteria or reasons for an appeal for an Exception to Staged Adjustments of Allocation and an appeal for an Exception to Staged Adjustments of Allocation may be granted for one or more of the following reasons:
1. The staged adjustment would cause a condition affecting the health, sanitation, fire protection, or safety of the customer or the public;
 2. Strict application of the water allocation adjustment provisions imposes a severe or undue hardship on a particular business, or renders it infeasible for a business or class of business to remain in operation;
 3. The customer is a hospital or health care facility using industry best management practices;
 4. The business has already implemented environmental sustainability measures and water conservation measures reducing water consumption to the maximum extent possible.
- c. The customer must support their reason for an appeal for an Exception to Staged Adjustments of Allocation with supporting documentation or substantial evidence demonstrating the need for an exception. A failure to provide supporting documentation or evidence shall result in a denial of the appeal.
- d. The appeal for an Exception to Staged Adjustments of Allocation will be first reviewed, approved or denied, by the General Manager or his/her designee. The decision of the General Manager or his/her designee shall be reported to the customer/appellant in written form. If the customer is not satisfied with the General Manager or his/her designee's decision, the customer/appellant must request, within 10 days of the date of the General Manager or his/her designee's decision, that the appeal be placed on the agenda of the Casitas Board of Directors for their review and determination based on the criteria set forth in Section 5.7(b)(1)-(4). The determination by the Casitas Board of Directors shall be final.
- e. The criteria and process for an appeal from a Conservation Penalty shall be in accordance with the Bill Relief Program described in the Casitas Rates and Regulations for Water Service.



RATES AND REGULATIONS FOR WATER SERVICE

Adopted by the Board of Directors on XXXXXXXX

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1 GENERAL

1.1. DOCUMENT IDENTIFICATION AND REVISION

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

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

1.2. COMPLIANCE WITH REGULATIONS REQUIRED

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

1.3. AREAS SUBJECT TO REGULATIONS

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

1.4. PENALTIES FOR VIOLATION

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

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

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

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

2 DEFINITIONS

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

2.1. GENERAL DEFINITIONS

- 2.1.1. “Acre Foot”: 43,560 cubic feet of water or 435.6 Units of water where one Unit is equal to 100 cubic feet.
- 2.1.2. “Active Service” shall be one that is currently taking water and paying for service. All other services are inactive or vacant.
- 2.1.3. “Accessory Dwelling Unit (ADU)”: means an attached or detached residential dwelling unit that: 1) is ancillary to an existing or proposed primary dwelling unit on the same property, 2) meets the definition set forth in Paragraph (1) Subsection (j) of California Government Code Section 65852.2 as same may be hereafter amended, and 3) is approved by the applicable local land use agency.
- 2.1.4. “Allocation”: a volume of water (as defined herein hundred cubic feet or acre feet) that is assigned and may be reassigned by Casitas to a Casitas property or Casitas customer for a defined allocation period. An allocation of water shall not mean an entitlement or in any way imply a water right.
- 2.1.5. “Allocation Period”: Allocation periods may be monthly or annually during any one fiscal year.
- 2.1.6. “Association”: An association shall consist of a collection of single owners who agree to burden their property with the responsibility for (a) installing, operating and maintaining its own water distribution and fire protection facilities, (b) providing water to its members, (c) payment of the cost of the installation of the master metering facilities, and (d) payment of the water bill, the service charges and other related fees and deposits required by Casitas. When there are multiples types of water use, the rates paid by an Association shall be the highest rate for the types of service actually provided.
- 2.1.7. “Billing Period”: The Billing Period is the period during which water service is provided and for which the customer is billed. The Billing Period and frequency of bills shall be monthly.
- 2.1.8. “Board”: the Board of Directors of the Casitas Municipal Water District.
- 2.1.9. “Capital Facilities Charge (CFC)”: a one-time, non-returnable buy-in charge based on allocation or requests for new or enlarged meters. This charge includes, but is not limited to, funds for meeting Casitas’ financial reserve needs and requirements for obtaining funds for capital projects necessary to maintain service within Casitas’ existing service area.
- 2.1.10. “Casitas”: the Casitas Municipal Water District.
- 2.1.11. “Consumption Period”: See “Billing Period”.
- 2.1.12. “Customer”: shall mean any individual, firm, partnership, private or public corporation, government agency, or other entity which has applied for and is currently receiving water service from the District’s facilities through an active service connection, with a District account, to serve a property within District boundaries, in compliance with these Rates and Regulations.
- 2.1.13. “District”: the Casitas Municipal Water District.
- 2.1.14. “Discontinuance”: of service shall mean water is shut off but the meter is not removed. Standby charges are owed, and the assigned allocation will remain with the property provided the standby charges are paid.
- 2.1.15. “Fiscal Year”: A Fiscal Year shall be a 12-month period beginning July 1 and ending June 30.
- 2.1.16. “General Manager”: shall mean the person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.
- 2.1.17. “Gravity”: Gravity shall refer to all Casitas services that receive water from non-pumped zones.

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

2.2. DEFINITIONS OF CUSTOMER CLASSIFICATION AND WATER USE TYPES

- 2.2.1. “Agricultural Irrigation Service or Use” shall mean the use of water for irrigation purposes on all parcels of land consisting of not less than 2.0 acres devoted to commercial agricultural production, in compliance with federal law, having a minimum one-inch meter.
- 2.2.2. “Agricultural Domestic” shall mean the use of water for a combined residential and agricultural use.

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

3 ARRANGEMENTS FOR REGULAR WATER SERVICE

3.1. ACCOUNT HOLDERS

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

3.2. APPLICATION FOR EXISTING SERVICE

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

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

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

3.3. APPLICATION FOR NEW OR EXPANDED SERVICE

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

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

New service applicants must comply with provisions of Section 5: “Water Service Facilities” regarding installation and fees for new water facilities.

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

A Water Service Agreement will be prepared by Casitas for the property owner’s execution; the Water Service Agreement must be notarized. The owner must provide a legal description and plat map prepared by a surveyor licensed in California of the parcel as an exhibit for the Water Service Agreement. Upon notarized signature by the General Manager, the Water Service Agreement will be sent for recordation at the County of Ventura Recorder’s office.

3.4. PRIOR APPROVAL OF LAND USE AGENCY

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

3.5. CLASS 6 LANDS

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

3.6. TERM OF SERVICE

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

3.7. DEPOSIT AND ESTABLISHMENT OF CREDIT

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

3.8. OUTSTANDING OBLIGATIONS

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

3.9. RENTERS

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

indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code. Any remaining delinquent amount from the previous customer account of record held by the owner, manager, or operator of the residential property is subject to the terms under Subsection 19.5 "Remedies for Non-payment."

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

4 TERMINATION, DISCONTINUANCE AND RESTORATION OF SERVICE

4.1. CLOSING ACCOUNTS

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

4.2. SHUTOFF FOR TEMPORARY PERIOD OF NON-USE

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

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

4.3. VACANT SERVICE

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

4.4. STANDBY CHARGES

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

4.5. TERMINATION OF SERVICE AND METER REMOVAL

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

signature to be recorded with the property stating the water service and allocation has been terminated or included in a lot merger. The property owner shall be held responsible for all service rendered to their premises until the date of meter removal.

4.6. DEDUCTIONS

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

4.7. FORECLOSURE

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

4.7.1. APPLICATION FOR SERVICE BY A REALTOR

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

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

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

4.8. RESTORATION OF SERVICE

4.8.1. EXISTING METER

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

4.8.2. NEW METER

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

4.8.3. RESTORATION OF SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

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

5 WATER SERVICE FACILITIES

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

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

5.1. METER LOCATIONS

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

The location of meters shall be governed by the following:

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

5.1.1 REMOTE METERS

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

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

5.2. PRESSURE CONDITIONS

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

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

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

5.3. SPECIAL FACILITIES AND EXTENSION OF WATER MAINS

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

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

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

5.3.1. BACKFLOW PREVENTION DEVICES

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

5.4. RELOCATION OF EXISTING SERVICE FACILITIES

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

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

5.5. CONNECTION AND INSTALLATION FEES

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

5.5.1. INSTALLATION BY CASITAS:

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

Payment of the fees for Casitas' installed services will be based on estimated costs and an adjustment of the estimated costs to actual costs shall be made when the service installation is completed. No refunds of estimated costs prior to installation of service will be made when will-serve letters were issued for a new service.

The fees or estimated fees shall be paid in full at the time application is made for water service. Any adjustment of the fees to actual cost shall be made prior to meter installation.

5.5.2. INSTALLATION BY CUSTOMER:

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

- Facilities are installed in accordance with plans and specifications previously approved by Casitas.
- Prior to proceeding with the work, the customer must enter into a binding Customer Hires Contractor written agreement with Casitas in which the customer takes responsibility for workmanship for a one (1) year period after installation.
- The contractor performing the work shall be licensed in California, experienced with such work, and be approved by Casitas.
- The installations are subject to inspection and approval by Casitas, and the customer must pay Casitas for inspection fees.
- Work that does not meet Casitas' standards shall not be accepted by Casitas. Service shall be isolated and not permitted until the service complies with Casitas' standards.
- Contractors will provide to Casitas a Certificate of Insurance as defined by Casitas.
- Any repairs by Casitas within one (1) years of acceptance will be paid by the property owner.

5.6. OWNERSHIP OF SERVICE FACILITIES

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

5.6.1. CASITAS-INSTALLED FACILITIES:

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

5.6.2. CUSTOMER-INSTALLED FACILITIES:

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

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

6 CAPITAL FACILITIES CHARGE AND ALLOCATIONS

The Capital Facilities Charges (CFC) is a one-time, non-returnable buy-in charge based on allocation or requests for new or enlarged meters. This charge includes, but is not limited to, funds for meeting Casitas' financial reserve needs and requirements and for obtaining funds for capital projects necessary to maintain service within Casitas' existing service area.

Appendix B: "Schedule of Other Fees and Charges" includes the current Capital Facilities Charge. Once paid, the CFC is not refundable.

6.1. NEW CUSTOMERS SUBJECT TO CFC

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

6.2. EXISTING CUSTOMERS SUBJECT TO CFC

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

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

6.3. DIVIDING SERVICE

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

- 6.3.1. The customer divides the services and allocation prior to selling the property and prior to the issuance of a will-serve letter for a parcel split.
- 6.3.2. The total allocation does not change. The combined allocation of the divided parcels does not exceed the allocation of the original whole parcel. If the divided parcels require additional water allocation and said allocation is available from Casitas, the fees for the determined allocation shall be based on the acre-feet of additional allocation required times the rate for the capital facilities charge, as defined in Section 6: “Capital Facilities Charge and Allocations”.
- 6.3.3. The combined maximum flow rate of the meters to serve the divided parcels does not exceed the maximum flow rate of the single meter that served the original whole parcel. If the original meter was already a small size, and the size of the divided meters cannot be sized smaller to maintain the same or less maximum flow rate, the customer may be subject to the CFC upon Casitas’ assessment of proposed water use and flow rates.
- 6.3.4. Each parcel must have an adequately sized meter and allocation to deal with existing houses and agriculture on the resulting parcel as determined by Casitas’ assessment.
- 6.3.5. If additional allocation and/or maximum flow rate is required beyond that which exists, the parcel will be treated as an existing customer requiring a new meter or larger meter. The minimum charge for additional meter maximum flow rate shall be the difference between the maximum flow rate of the original single meter and the combined maximum flow rates of the resultant meters, resulting in the change of flow rate on the system, 0.47 times the CFC for each 40 gallons per minute of resultant change in flow rate, or the requested allocation, whichever is larger. The existing meter must be reduced if either water allocation or flow capacity is redistributed to divided parcels. There is no refund to the customer for the sum flow capacity of the divided meters being less than the original meter flow capacity. The following table shall be used for this calculation:

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

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

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

- 6.3.7. DIVIDING SERVICES WITH SIZING BASED UPON LOW PRESSURE:

It is the policy of Casitas that low pressure situations will be solved by the customer’s booster pumping at the customer’s own expense. A service that was previously increased in size for low pressure can be divided subject to paying the CFC for providing an adequate allocation and service size as determined by Casitas’ assessment.

6.4. INCREASING SIZE OF SERVICES FOR FIRE FLOW

Casitas will allow an increase of a service size for fire flow and the customer will be responsible for the cost of the service facility charge to install a meter/service upgrade and the removal of the undersized meter/service. No increase in allocation will be provided for fire flows.

6.5. DECREASING SIZING TO A SMALLER METER

A property owner can downsize the meter size at the cost of installing a smaller meter (refer to Subsection 5.5: “Connection and Installation Fees”) only if, in the opinion of Casitas, the smaller meter can pass adequate flow without damage to the meter, Casitas has installed an orifice plate if deemed necessary to protect the meter, and the customer can verify a lower water demand capacity required by the private system. The allocation for the smaller meter may be reduced as deemed appropriate by Casitas’ assessment and the property owner will be required to sign a statement that indicates that they acknowledge that they are giving up allocation.

6.6. INCREASING SIZING AFTER OBTAINING A SMALLER METER

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

6.7. PERMANENT CONVERSION OF AGRICULTURE TO OTHER USE

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

6.8. TRANSFERS OF ALLOCATIONS

Water allocations are assigned to properties or water purveyors. No transfers are permitted from one property or water purveyor to another. If the property is divided, allocations may be divided proportionately through agreement with Casitas at the time the property is divided. Failure to divide the allocation at the time of dividing the property shall result in all the water being assigned to the property with the meters. Water allocations shall not be sold, bartered, traded or transported to another property or customer. All private agreements regarding such transfers are void.

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

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

8 WILL-SERVE LETTERS

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

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

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

Upon request by the owner, or designee, of any parcel of land within the boundaries of Casitas and provided the resolution of all water service and fire protection requirements in a manner satisfactory to Casitas and in compliance with State and local regulations, standards, and requirements; Casitas may issue letters with or without additional terms, conditions or restrictions.

8.1. PARCEL REQUIREMENTS FOR WATER SERVICE

Letters will not be issued for any parcel which is located within the service area of another water purveyor unless the Local Agency Formation Commission has provided approval and the water purveyor has granted written permission to Casitas to serve the parcel.

8.1.1 SINGLE PARCELS

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

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

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

8.1.2 INSTALL MASTER METER FOR ASSOCIATION

A master metering facility may be installed to serve said single parcel for which the owners thereof have joined together and formed an association as described in Subsection 2.1: “General Definitions.” All of the owners of the various parcels are required to enter into an agreement for the purpose of installing said distribution and fire

protection facilities. All issues relative to assignment of water allocations to owners and/or the Association are to be resolved through the agreement.

8.1.3 FIVE OR FEWER MULTIPLE PARCELS:

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

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

8.1.4 SUBDIVISION - FIVE OR MORE PARCELS:

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

8.1.5 ACCESSORY DWELLING UNITS

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

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

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

8.2. DESIGN STANDARDS RELATED TO WATER USE EFFICIENCY

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

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

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

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

9 PUBLIC AND PRIVATE FIRE SERVICE

9.1. PUBLIC FIRE SERVICE

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

9.1.1. PUBLIC FIRE HYDRANTS

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

9.1.2. OWNERSHIP AND RELOCATION OF DISTRICT FIRE HYDRANTS

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

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

9.1.3. USE OF FIRE PROTECTION FACILITIES

Water shall not be used from fire protection facilities for other than fire suppression purposes without application for temporary service having been made to Casitas and Casitas having approved such application.

9.2. PRIVATE FIRE SERVICE

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

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

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

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

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

9.2.1. SERVICE CHARGE FOR PRIVATE FIRE PROTECTION FACILITIES

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

9.2.2. CAPITAL FACILITIES CHARGE EXEMPTION FOR FIRE PROTECTION FACILITIES

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

10 TEMPORARY WATER SERVICE

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

10.1. INSTALLATION FEE

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

10.2. GUARANTEE DEPOSIT

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

10.3. RELOCATION FEE

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

10.4. REIMBURSABLE CASITAS FACILITIES

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

10.5. WATER SERVICE TO NEW SUBDIVISION

Prior to receiving any water to a new subdivision, the developer must enter into an agreement to construct extension and improvements to the Casitas distribution system. During construction, the developer may receive water from a temporary meter connected to a fire hydrant, or other approved outlet in accordance with Section 10: “Temporary Water Service,” herein, and will be charged the rates called for in Subsection 10.6 “Water Rates for Temporary Service.” Prior to acceptance of the new distribution facilities by Casitas, developer will complete all required applications and Water Service Agreements for each service in the subdivision. Deposits, Connection

and Installation Fees, Capital Facility Charges, Water Rates and Service Charges will be in accordance with Subsection 3.7, "Deposit and Establishment of Credit"; Subsection 5.5: "Connection and Installation Fees", Section 6: "Capital Facilities Charge and Allocations"; and Section 17: "Water Service Classification, Rates, and Charges", respectively.

10.6. WATER RATES FOR TEMPORARY SERVICE

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

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

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

11 CASITAS EQUIPMENT ON CUSTOMER PREMISES

11.1. RIGHT OF ACCESS AND EASEMENTS

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

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

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

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

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

11.1.1 PROPERTIES WITHOUT WATER SERVICE

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

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

11.2. RESPONSIBILITY OF PROPERTY OWNER

The property owner shall exercise care to prevent damage to or interference with the operation or servicing of Casitas equipment. The property owner shall be liable for any damage to Casitas owned meters, locks, or other equipment which is caused by the customer or their tenants, agents, employees, contractors, licensees, or permittee and must promptly reimburse Casitas on presentation of a bill for any such damage. Additionally, the property owner shall be liable for any interference with the operation or maintenance of Casitas facilities and equipment that is encountered by Casitas or its agents such as parked vehicles, temporary or permanent structures, etc. The bill for such damage or interference will be determined by Casitas based upon the extent of

the damage or interference and the applicable charges will be added to the customer's account and the customer will be subject to turn-off procedures if the bill is not paid in a timely manner as described in Section 19.3: "Delinquency".

12 RESPONSIBILITY FOR WATER RECEIVING EQUIPMENT AND HANDLING

12.1. RESPONSIBILITY OF CUSTOMER FOR WATER RECEIVING EQUIPMENT

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

12.2. CASITAS NOT LIABLE FOR WATER RECEIVING EQUIPMENT

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

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

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

13 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

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

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

13.1. RESPONSIBILITY OF PROPERTY OWNER

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

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

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

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

13.2. CASITAS REQUIREMENTS

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

13.2.1. ALTERNATE SUPPLY

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

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

13.2.2. CONTAMINATED SUBSTANCES

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

13.2.3. FERTILIZERS AND CHEMICALS

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

13.2.4. AGRICULTURAL APPLICATIONS

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

13.2.5. SPECIAL CASES

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

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

13.3. PROPERTY OWNER INSPECTION OF PROTECTIVE DEVICES

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

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

13.4. CASITAS INSPECTION OF PROTECTIVE DEVICES

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

13.5. PROTECTION OF CUSTOMER'S PLUMBING SYSTEM

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

13.6. DISCONTINUATION OF PRIVATE FIRE PROTECTION FACILITY

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

14 PROTECTION OF CASITAS FACILITIES AND WATER SUPPLY

14.1. UNLAWFUL TAKING OF WATER

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

14.2. POLLUTION OF WATER SUPPLIES

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

14.3. TAMPERING WITH DISTRICT PROPERTY

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

14.4. DAMAGE TO FACILITIES

Any damage occurring to facilities owned by the District caused by an action or failure to act by any customer, or any agent, employee, contractor, tenant or guest thereof; or arising or resulting from any activity, device or occurrence on customer's premises; shall be paid for by the customer.

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

14.5. TRESSPASS ON RIGHT-OF-WAY

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

14.6. ELECTRICAL GROUNDS PROHIBITED

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

14.7. PENALTIES AND ENFORCEMENT ACTIONS

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

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

15 WATER SUPPLY AND INTERRUPTION OF DELIVERY

15.1. NO LIABILITY DUE TO INTERRUPTION OF DELIVERY

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

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

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

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

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

The Water Efficiency and Allocation Program (WEAP) shall establish, through a staged process, Casitas' customer allocation program in which the objective is to balance supplies and demand through an equitable distribution of existing available supplies during water shortages caused by extended drought periods. A copy of the most recently enacted Water Efficiency and Allocation Program is provided in Appendix C: Water Efficiency and Allocation Program.

16 WATER USE REGULATIONS

16.1. REGULATIONS FOR PROHIBITION OF WATER WASTE

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

16.2. PLACE OF USE OF WATER

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

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

16.3. RESTRICTIONS ON RESALE OF WATER

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

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

17 WATER SERVICE CLASSIFICATIONS, RATES, AND CHARGES

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

17.1. CLASSES OF SERVICE

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

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

17.1.1 MUTUAL WATER COMPANIES

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

17.2. REQUIREMENTS FOR AGRICULTURAL IRRIGATION SERVICE

Agricultural irrigation service requires the use of water delivered through a 1-inch or larger meter to irrigate not less than two acres in a single ownership for commercial agricultural purposes.

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

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

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

17.2.1. COMMERCIAL AGRICULTURE

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

17.2.1.1. CROP REPORT:

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

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

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

17.3. WATER RATES

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

17.3.1 SERVICE CHARGES

A Service Charge based on the meter size shall be paid by each customer for each billing period during which a service connection exists. Such charge for any billing period in which such a connection has existed for less than the whole of such period shall be prorated. Such charge shall not entitle the customer to any quantity of water. Service connections exist on the date of approval of the Application for Service. Service Charges are billed from the date that service application is made by the customer. For divided, new, or expanded services, service charges are owed once payment of the Capital Facilities Charge and issuance of an allocation is made.

17.3.2 VOLUMETRIC CHARGES

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

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

17.3.3 OTHER CHARGES ON WATER BILL

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

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

18 METER READINGS AND TESTS

18.1. UNIT OF WATER MEASUREMENT

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

18.2. FREQUENCY OF READING

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

18.3. METER TESTS

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

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

19 BILLING AND PAYMENT

19.1. FREQUENCY OF BILLING

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

19.2. DATE DUE

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

19.3. DELINQUENCY

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

PAST DUE NOTICE AND DELINQUENCY CHARGES: If a customer bill remains unpaid by the close of the second Tuesday of the month that is at least 30 days from the date of the bill, Casitas shall send the customer a past due notice. If the customer's billing address is different than the service address, past due notice shall also be sent to the service address, addressed to "Occupant(s)". A delinquency fee on the past due bill shall be assessed to the customer's account as provided in Appendix B: "Schedule of Other Fees and Charges".

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

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

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

19.3.1 RESIDENTIAL SERVICE

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

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

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

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

19.4. RESTORATION OF WATER SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

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

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

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

19.5. REMEDIES FOR NON-PAYMENT

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

19.6. RETURNED CHECKS

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

19.7. DISPUTED BILLS

A customer may request Casitas review a water bill by following the procedures in Subsection 21.1: "Disputed Bills."

20 BILLING ADJUSTMENTS

20.1. NON-REGISTERING METERS

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

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

20.2. BILL RELIEF PROGRAM

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

20.2.1 ELIGIBILITY FOR BILL RELIEF

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

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

20.2.1.1. LEAK RELIEF ADJUSTMENT:

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

- A. The customer is receiving Residential or Agricultural Domestic water service;
- B. For Ag Domestic customers, a maximum of 50 HCF per month is eligible for relief (relating to Tier 1 and 2 water rates intended for domestic use);
- C. The water usage caused by the leak is twice the average of the customer's three (3) year historical usage;
- D. The circumstances giving rise to the customer's request for relief were beyond the customer's reasonable control and not due to a negligent failure to properly maintain and/or replace in a timely manner any leaking water fixtures, water pipes, or other water infrastructure on the customer's property;
- E. The customer has not received another form of bill adjustment for Leak Relief or Conservation Penalty Relief from the District in the past five (5) years;
- F. The request for relief is only for volumetric water rates;
- G. The customer submitted a timely request for relief per Subsection 20.3.2; and
- H. If the leak relief request occurs when mandatory conservation measures are being implemented under the WEAP, the customer must have a reasonable record of staying within their annual allocation prior to the extraordinary use occurring.

20.2.1.2. WEAP CONSERVATION PENALTY RELIEF:

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

- A. All customer classes are eligible for WEAP Conservation Penalty relief;
- B. The customer has not received another form of bill adjustment for Leak Relief or WEAP Conservation Penalty Relief from the District in the past five (5) years;

- C. The circumstances giving rise to the customer's request for relief were beyond the customer's reasonable control and not due to a negligent failure to properly maintain and/or replace in a timely manner any leaking water fixtures, water pipes, or other water infrastructure on the customer's property;
- D. The customer submitted a timely request for relief per Subsection 20.2.2; and
- E. If the leak relief request occurs when mandatory conservation measures are being implemented under the WEAP, the customer must have a reasonable record of staying within their annual allocation prior to the extraordinary use occurring.

20.2.2 PROCESS TO APPLY FOR BILL RELIEF

To apply for bill relief, the applicant shall:

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

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

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

20.2.3 DISTRICT REVIEW

The Bill Hearing Officer will review the request and the documentation or evidence provided by the customer supporting the appeal. The Bill Hearing Officer may request additional information from the customer. Following a review of the request, the Bill Hearing Officer shall make a recommendation and provide to it the General Manager.

20.2.3.1. RELIEF UNDER A CERTAIN AMOUNT

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

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

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

20.2.3.2. RELIEF OVER A CERTAIN AMOUNT

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

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

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

20.2.4 BILL RELIEF

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

20.2.4.1. LEAK RELIEF ADJUSTMENT

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

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

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

20.2.4.2. WEAP CONSERVATION PENALTIES

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

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

20.3. OTHER ADJUSTMENTS

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

21 APPEALS PROCESS

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

21.1. RESIDENTIAL SERVICE SHUTOFF APPEALS

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

21.2. CLASSIFICATION APPEALS

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

21.3. ALLOCATION APPEALS

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

21.4. APPEAL OF EXTRAORDINARY WATER USE CHARGES

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

21.5. DISPUTED BILLS

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

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

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

21.5.1. BILL ADJUSTMENT BY BILL HEARING OFFICER

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

21.6. APPEALS TO BOARD OF DIRECTORS

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

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

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

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

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

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

APPENDIX A: MONTHLY WATER RATES AND SERVICE CHARGES

Effective July 1, 2021, per Resolution No. 17-09 and Resolution No. 2020-14

TABLE 1. RESIDENTIAL AND AG DOMESTIC TIER THRESHHOLDS

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

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

	Residential Pumped	Business ¹ Pumped	Agriculture Pumped	Ag Domestic Pumped	Inter-Departmental Pumped	Resale Pumped
Tier 1	\$1.52	\$2.31	\$1.71	\$1.52	\$2.31	\$2.31
Tier 2	\$2.31			\$2.31		
Tier 3	\$3.72			\$1.71		

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

	Residential Gravity	Business ¹ Gravity	Agriculture Gravity	Ag Domestic Gravity	Inter-Departmental Gravity	Resale Pumped
Tier 1	\$0.77	\$1.56	\$0.96	\$0.77	\$1.56	\$1.56
Tier 2	\$1.56			\$1.56		
Tier 3	\$2.97			\$0.96		

TABLE 4. MONTHLY SERVICE CHARGE

Meter Size	Residential	Business ¹	Agriculture	Ag Domestic	Inter-Departmental	Resale
5/8"-3/4"	\$45.24	\$36.15	\$40.87	\$32.83	\$32.31	\$39.76
1"	\$75.39	\$60.22	\$68.10	\$54.71	\$53.87	\$66.27
1-1/2"	\$150.77	\$120.47	\$136.20	\$109.47	\$107.74	\$132.55
2"	\$241.25	\$192.75	\$217.93	\$175.13	\$172.38	\$212.07
2-1/2"	\$402.06	\$321.25	\$363.23	\$291.89	\$287.30	\$353.46
3"	\$527.70	\$421.65	\$476.74	\$383.12	\$377.09	\$463.93
4"	\$949.88	\$758.96	\$858.11	\$689.61	\$678.74	\$835.07
6"	\$1,960.09	\$1,566.11	\$1,770.72	\$1,423.00	\$1,400.62	\$1,723.14
12"						\$10,179.86
18"						\$18,923.76

TABLE 5. MONTHLY ADJUDICATION IMPACT CHARGE

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

¹ Business includes Commercial, Industrial and Other (Public Authority) customer classifications.

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

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

TABLE 6. MONTHLY FIRE SERVICE CHARGE

Meter Size	Monthly Charge
4"	\$21.59
6"	\$31.27
8"	\$42.44
10"	\$87.37

APPENDIX B: SCHEDULE OF OTHER FEES AND CHARGES

All fees, once paid, are non-refundable.

Type of Fee	Total Charge
Application Processing Fee	\$50.00 \$30.00
Capital Facilities Charge	\$18,644.00 per acre foot
Deposits	
Up to 1" Meters:	\$60.00
1.5" to 2" Meters: All Except Agricultural	\$100.00
1.5" to 2" Meters: Agricultural	\$150.00
3" and Larger Meters	\$200.00
Delinquency Fee	10% of past due bill amount
Disconnection Fee ¹	\$20.00 25.00 / \$75.00 (after hours)
Reconnection Fee ²	\$20.00 25.00 / \$75.00 (after hours)
Returned Check Fee	\$30.00 Actual bank processing fee
Meter Test Fee	
Up to 1" Meters:	\$16.00 \$100.00
1" to 2" Meters	\$16.00 \$150.00
3" and Larger Meters	\$62.00 \$225.00
Temporary Meter Deposit	\$500.00
Temporary Meter Installation Fee	\$100.00
Temporary Meter Relocation Fee	\$100.00
Temporary Meter Monthly Charges	\$150.00 fixed plus \$4.00/HCF volumetric
Penalty for Tampering with District Equipment	\$2,500 fine for first violation and \$10,000 fine per violation for subsequent violations
Penalty for Violation of Rates and Regulations (other than Tampering with District Equipment)	A fine not to exceed \$1,000 shall be imposed.
Plan Check Fees	Labor and Materials
Inspection Fees	Labor and Materials

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

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

APPENDIX C: WATER EFFICIENCY AND ALLOCATION PROGRAM

APPENDIX D: WATER WASTE PROHIBITION ORDINANCE

APPENDIX E: FORMS

1. Application for Water Service
2. Owner Authorization Agreement for Water Service by Tenant
3. Application for Temporary Water Service
4. Crop Report Form
5. Leak Relief Form
6. Closing Account or Termination of Service
7. Shutoff Appeal Form

CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM

TO:	BOARD OF DIRECTORS
FROM:	MICHAEL FLOOD, GENERAL MANAGER
SUBJECT:	DECLARE DISTRICT PROPERTY SURPLUS AND DIRECT STAFF TO DISPOSE OF THE SAME
DATE:	02/17/2023

RECOMMENDATION:

It is recommended that the following District be declared surplus and staff be directed to dispose of same:

- Unit #112 – 1992 John Deere – S200 Brush Hog

BACKGROUND:

The tractor is no longer operational since it was too expensive to repair based on its current value. The unit was replaced with a 2022 Kubota 4x4 tractor that meets California Air Resources Board (CARB) requirements. Removal of unit 112 will ensure Casitas remains compliant with CARB fleet requirements.

FINANCIAL IMPACT:

It is estimated to generate \$2,000 - \$3,000 in revenue. The low expected price is due to the age of the unit and the work required to make it operational again

CASITAS MUNICIPAL WATER DISTRICT
Board Memo

DATE: February 17, 2023

TO: Board of Directors

FROM: Michael Flood; General Manager

SUBJECT: Approve an amendment to the Rotary Club Wine Festival Agreement changing the date from Sunday, June 11, 2023 to Saturday, June 17, 2023.

RECOMMENDATION:

The Board approve the attached amendment to the August 28, 2019 Ojai Wine Festival Event Agreement moving the event scheduled for June 11, 2023 to June 17, 2023.

BACKGROUND AND OVERVIEW:

On May 13, 2020 the Board approved an amendment for use of the Lake Casitas Recreation Area's Event Area June 13, 2021, June 12, 2022, and June 11, 2023 for the Ojai Wine Festival. This amendment added the 2023 date as the 2020 Ojai Wine Festival was canceled by the event organizer due to COVID-19.

On February 6, 2022, Staff was contacted by Rotary Club of Ojai West Foundation representatives requesting to move the Sunday, June 12, 2022 Ojai Wine Festival to the following Saturday, June 18, 2022. This request was approved.

As the Saturday event was successful, representatives of Rotary Club of Ojai West Foundation have requested to move the Sunday, June 11, 2023 date to the following Saturday, June 17, 2023.

ANALYSIS:

An amendment to Section I. is attached for consideration, rescheduling the event to June 17, 2023 is recommended.



Casitas Municipal Water District Lake Casitas Recreation Area

THIRD AMENDMENT TO AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE
FESTIVAL SIGNED 8-26-2019

THIS THIRD AMENDMENT SECTION I.

To be amended as follows:

A. With the execution of the Agreement the Ojai Wine Festival (“Event”) will be held Saturday, June 17, 2023. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

B. Sponsor may plan, conduct, manage and oversee the Event on June 17, 2023 subject to I.A above and in accordance with the terms and conditions below.

IN WITNESS WHEREOF the parties hereto have executed the Agreement Amendment this _____ day of February ____, 2023.

SPONSOR:

ROTARY CLUB OF OJAI WEST FOUNDATION, Inc.

BY, _____

President

CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

By: _____

Board President, Richard Hajas

CASITAS MUNICIPAL WATER DISTRICT LAKE CASITAS RECREATION AREA

**AGREEMENT FOR SPECIAL EVENT
CALLED OJAI WINE FESTIVAL**

THIS AGREEMENT is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, a Municipal Water District authorized by California Water Code Section 1110 et seq., (“Casitas”) and **ROTARY CLUB OF OJAI WEST FOUNDATION, INC.** a 501 (c) (3) non-profit corporation, (“Sponsor.”) Together, Casitas and Sponsor shall be referred to herein as Parties.

RECITALS

WHEREAS, Casitas operates the Lake Casitas Recreation Area (“LCRA”) facilities pursuant to a Management Agreement between The United States of America and Casitas Municipal Water District for the Administration, Operation, Maintenance and Development of Recreation Uses and Facilities at Lake Casitas dated October 7, 2011; and

WHEREAS, LCRA is a family oriented facility which caters to families; and

WHEREAS, Casitas seeks to make the LCRA available for special events from time to time that are consistent with the LCRA’s family oriented nature; and

WHEREAS, Sponsor has organized and managed the Ojai Wine Festival for several years in order to raise funds for Rotary Community Service Projects; and

WHEREAS, Sponsor seeks to continue to organize and manage the Ojai Wine Festival and to do so at the LCRA; and

WHEREAS, the Parties recognize a mutual benefit of holding the Ojai Wine Festival at the LCRA for the next several years and have agreed to enter into this Agreement to facilitate such mutual goals/benefits.

NOW, THEREFORE, the Parties, for the recitals set forth above and for the valuable consideration set forth below, mutually agree to abide and be bound by the following terms and conditions:

I. Term and General Terms of the Event.

A. With the execution of this Agreement, the first Ojai Wine Festival (“Event”) will be held on Sunday, June 14, 2020. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

B. Sponsor may plan, conduct, manage and oversee the Event on June 14, 2020, June 13, 2021, and June 12, 2022 subject to I. A. above and in accordance with the terms and conditions below.

C. Location or Site of Event. The Events will be staged at the Wadleigh Arm Event Area at Casitas' LCRA. Sponsor will have exclusive use of the area east from the shoreline gate at trailer storage to the closed area fence line at the beginning of the East Shoreline Trail.

D. Time and Description of Event. Event activities may begin at 11:00 am. and must end at 5:00 p.m. on the day of the Event. Alcohol may be served to the general public from 11:00 a.m. to 4:00 p.m. and to attendees in the VIP area from 10:30 a.m. to 11:00 a.m. for a champagne toast, all in compliance with the Department of Alcoholic Beverage Control Daily License. Attendance to the Event shall be limited by Sponsor to no more than 4,000 people. The Event may include wine and beer tasting booths, live music, vendors, food and drink as well as a children's play area.

II. Sponsor Obligations. Sponsor agrees to provide the following to Casitas in exchange for the use of Casitas property and related Casitas services as set forth in Section III.

A. Payment to Casitas. Sponsor shall pay Casitas the following amounts for the privilege of holding the Event on Casitas property:

1. A minimum payment of two thousand five hundred dollars (\$2,500.00), or the greater of:
2. Ten percent (10%) of total gross receipts up to and including \$100,000.00 as defined in (2) below.
3. Twelve percent (12%) of total gross receipts from \$100,000.01 up to and including \$150,000.00 as defined in (2) below.
4. Fifteen percent (15%) of total gross receipts over \$150,000.00 as defined in II. below.
 - a. The payment schedule outlined in II. 1. through 4. above shall remain in full force and effect even if Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs. The payment schedule in II. 1. through 4. above shall continue as long as tickets are sold for the event. Casitas will meet with Sponsor within thirty (30) days after the Event to account for tickets used and receive payment therefor.
 - b. "Gross Receipts" as used in this Agreement shall mean the following:
 - c. Except as specifically provided by policy statement issued by the Casitas General Manager, the term "gross receipts" as used in this Agreement, is defined to be all money or charges received from ticket sales, sales of any

merchandise by Sponsor, food vendor application fees, art/craft vendor application fees, and revenue received from parking and camping.

- d. Except as specifically provided below or by policy statement issued by the General Manager, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts actually incurred by Sponsor or its subcontractors, assignees, licensees, concessionaires and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.
- e. Except as specifically provided below or by policy statement, gross receipts reported by Sponsor must include the full usual charges for any charges for any services, goods, rentals or facilities. Gross receipts shall not include direct taxes imposed upon the consumer and collected there from by the Sponsor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by Sponsor to a governmental agency accompanied by a tax return statement.
- f. The Casitas General Manager, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Casitas Legal Counsel, may further interpret the term "gross receipts" as used in this Agreement.
- g. "Gross sales price": the total consideration resulting from the transfer or granting control of this Agreement determined by the total of cash payments and the market value of all non-cash consideration, including, but not limited to, stocks, bonds, deferred payments, secured and unsecured notes, and forbearances regarding claims and judgments.
- h. Sponsor shall be required to maintain a method of accounting which, to the satisfaction of the Casitas General Manager, shall correctly and accurately reflect the gross receipts and disbursements of Sponsor in connection with Event. The method of accounting, including bank accounts, established for said Event shall be separate from the accounting system used for any other business operated by Sponsor. Such method shall include the keeping of the following documents: Regular books of accounting such as general ledgers; sequentially numbered tickets and/or armbands (to include tickets sold, given used or unaccounted for). (All entrance to the event shall, for the purpose of accounting, count as tickets used); Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.; State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown;

Cash register tapes appropriately identified as to type of gross receipt(daily tapes may be separated but shall be retained so that from day to day the sales can be identified); and Any other accounting records that the Casitas General Manager deems necessary for proper reporting of receipts.

- i. All sales and fee collections shall be recorded. The means of recording such sales and fee collections may include electronic data processing and record keeping equipment. The electronic data processing and record keeping equipment shall contain such features as the Casitas General Manager may reasonably require for the purpose of assuring that an accurate record of the transaction is created and retained by the equipment to be used.
- j. All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement. In addition, the Casitas General Manager may from time to time conduct an audit and re-audit of the books and business conducted by Sponsor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the Casitas General Manager's inspections of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent permitted by law.
- k. Sponsor shall not be required to maintain those documents, books and accounting records, required by this section, that pertain to the period for which an audit has been completed and a report of the finding has been issued by the Casitas General Manager and accepted by the Sponsor. If there is a dispute as a result of said audit, the documents, books and accounting records shall be maintained until all audit disputes have either been settled by agreement of the parties, or adjudicated by the final judgment of a court of competent jurisdiction.
- l. Notwithstanding paragraphs II.A.4. j. and k. above, Sponsor shall comply with all State and Federal retention of records requirements.
- m. Sponsor shall furnish the Casitas General Manager with a gross receipts report showing the amount payable therefrom to Casitas. In addition thereto, Sponsor shall furnish a financial statement and a balance sheet prepared in a form acceptable to Casitas. The financial statement shall be submitted within thirty (30) days after the Event.
- n. In the event that an audit or review conducted by the Casitas General Manager finds that due to Sponsor's non-compliance with its obligation to report gross receipts received in connection with this event, an actual loss and/or a projected loss of revenue to Casitas can be determined, the Casitas General Manager shall bill Sponsor for said losses and said amount is to be paid to Casitas within thirty (30) days following billing therefor unless otherwise extended by the Casitas General Manager.

- o. Should the Casitas General Manager find that the additional payment due to Casitas exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there is no reasonable basis for the failure to report and pay thereon, Sponsor shall also pay the cost of the audit as determined by Casitas.
 - p. Sponsor shall cause any and all of its subcontractors to comply with these requirements except that a subcontractor shall only be required to establish and maintain those accounting records that the Casitas General Manager deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.
5. All expenses and invoices owed to Casitas shall be paid in full within thirty (30) days after the event unless otherwise noted.
 6. Seven hundred fifty dollars (\$750.00) refundable security deposit due to Casitas thirty (30) days prior to the Event. The security deposit shall be fully refundable to Sponsor within thirty (30) days after the Event provided that Sponsor shall have returned the area to a clean pre-use condition including trash pickup and removal, and sign removal, to Casitas' satisfaction and that sponsor shall have paid in full, all expenses and invoices owed to Casitas which may include, but shall not be limited to:
 - a. Any charges, billed at the rate of fifty dollars (\$50.00) per hour, for removal of signs. Any signs remaining posted after one (1) day after the event will be removed by Casitas Staff and the Sponsor billed therefor.
 - b. Any costs for clean-up in excess of the security deposit incurred by Casitas and billed to Sponsor.
 7. Seven hundred fifty dollars (\$750.00) non-refundable fee due to Casitas at the time of execution of contract, and 30 (thirty) days prior to each event each year, to secure the date(s) stated in Section I.A. above with Casitas. This amount will be applied towards fees due referenced in this Section II.

B. Space for the placement of a banner publicizing and announcing the Event is not guaranteed, but if available, Sponsor may display a banner at the corner of Highway 150 and Santa Ana Road with the prior approval of Casitas as to context and size. Sponsor shall provide the banner proof for approval to Casitas a minimum often (10) days prior to banner display date. Casitas will display said banner starting on the Monday immediately prior to the Event through the completion of the Event. Sponsor shall pay one hundred fifty dollars (\$150.00) for a seven day duration after service has been provided. Fees for this service shall be paid in accordance with Section II.A.

C. Sponsor shall be responsible for ensuring the safety and security of persons attending this Event, including but not limited to, the Event and parking areas and shall remain responsible for securing the Event and parking areas by 7:00 p.m. the day of the Event.

D. Sponsor will ensure that all parked vehicles vacate the watershed parking area prior to 7:00 p.m. at which time the area will be locked. All vehicles remaining must be removed no later than noon the day following the Event.

E. Sponsor will provide a transportation program for attendees to and from the Event clearly outlined and promoted on the Event website and with signage on the day of the Event.

F. Failure of Sponsor to carry out each and every obligation pursuant to this Agreement, including, but not limited to providing permits and insurance within ten (10) days of the Event, shall be grounds for immediate termination by Casitas. Notice shall be given by mail or e-mail to the Casitas Representative listed in Section XXI below. Casitas shall have no liability to Sponsor for such termination.

G. Sponsor will make all necessary notifications and arrangements with the Ventura County Sheriff's Office and California Highway Patrol. Sponsor shall be responsible for the cost incurred for security. The Sponsor shall remain in the area until it is cleared of people attending the Event.

H. Sponsor shall provide a written security plan to be submitted to Casitas ten (10) days prior to the Event which shall include the names of individuals assigned security duties, how they are to be identified as security personnel and what instructions they have been provided. The security plan shall identify the person in charge and how said person will communicate with local law enforcement in an emergency. Sponsor shall provide certified medical personnel for this Event and a designated first aid area.

I. Sponsor shall provide a minimum of thirty (30) chemical toilets, including at least one (1) that complies with ADA requirements for the handicapped. The required number of chemical toilets may increase or decrease year to year at Casitas' sole option based on attendance trends. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event.

J. Sponsor will email each Board member a non-drinking general admission pass to be used for entry into the Event for the purpose of quality assurance.

K. Sponsor shall make arrangements with a local disposal service for supply and removal of dumpsters. Sponsor agrees to provide Casitas with a copy of the contract at least ten (10) days prior to the Event. Two 30 yard dumpsters shall be included in Sponsor's arrangements.

L. In order to comply with AB 2176 (Solid Waste Reduction & Recycling) which has been enacted in an attempt to reduce the amount of waste going to landfills, Sponsor shall:

1. Submit a written plan to Casitas for Casitas' approval, ten (10) days prior to the Event, outlining a method to reduce and recycle solid waste generated as a result of the Event. The plan may include arrangements with a local waste hauler to pick up and dispose of waste and recyclable material which is to be sorted into separate containers. As part of this program, Sponsor may use available recycle containers and bags provided by Casitas. Sponsor will be charged for any bags used.
2. If attendance is over 2,000 people per day. Sponsor is responsible for reporting the amount of recyclable material collected and removed to the County of Ventura within thirty (30) days after the Event. A copy of such report shall also be filed with Casitas within the same time frame. Information should be sent to:

Ventura County PWA, W&S, IWMD
800 South Victoria Avenue, #1650
Ventura, CA 93009-1650

At the time of execution of this contract the contact person is:

David Goldstein (805) 658-4312 or by email at
david.goldsteinventura.org.

M. Sponsor shall provide adult crossing guards for the crosswalks at all times during which cars are parked on the watershed parking area, or Sponsor shall pay for Casitas to provide such guards. Crossing guards with hand held, two sided, signs and safety vests provided by Sponsor shall be trained and comply with the safety requirements of any Federal, State, County and local agencies which may be applicable. Sponsor must provide proof of training including the individual name(s) of the crossing guards at least ten (10) days prior to the Event day.

N. Sponsor shall provide adequate lighting for the Event, including the parking area. Based on the hours listed Section I.D., a lighting plan will not be applicable for this Event.

O. Sponsor shall have non-exclusive use to set up two (2) days immediately prior to the Event and non-exclusive use for take-down one (1) day immediately following the Event.

P. Sponsor shall notify and make all necessary arrangements, as applicable, with state and local public agencies, including, but not limited to, the Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department, Department of Alcoholic Beverage Control and the County Fire Department. If applicable, fire permits shall include those necessary for public use of a large tent. Sponsor agrees to comply with the license issued by the Department of Alcoholic Beverage Control issued for the Event, including, but not limited to, hours, method of dispensing, and the cessation of alcoholic beverage sales upon the order of any peace officer or Casitas staff.

Q. In the event any federal, state or local public agency, including the Bureau of Reclamation, does not require specific permits to be issued for the activities covered by this

Agreement, Sponsor shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

R. Prior to commencement of any construction at the Event site, Sponsor shall obtain from Casitas written approval of all plans, specifications and construction cost estimates for any improvements to Casitas' premises. Casitas' General Manager may waive these procedures for minor construction, if in the General Manager's opinion, these steps are not necessary.

III. Casitas Obligations. Casitas agrees to provide the following for the Event in exchange for the valuable consideration set forth above from Sponsor:

A. Forty (40) trash cans and twelve (12) recycle containers as provided in Section II.L above.

B. Fifty (50) tables already located in the area.

C. Parking for the Event in a designated area on the north side of Santa Ana Road opposite the Event Area. Casitas shall provide all signs for cross walks and parking, and Sponsor shall pay Casitas for any signs not returned after the Event.

D. Encroachment permits from the County of Ventura for temporary traffic control for use of parking.

E. Labor and materials for the event that are available and agreed upon in writing prior to the Event at Sponsor's cost.

F. Sponsor may use the water faucets in the Event Area.

G. Sponsor may use the existing electrical outlets in the Event Area, which are supplied by Casitas. Under no circumstances shall the electricity panels be altered or tampered with by any person. Breaker panels are to remain locked for safety purposes and only Casitas personnel shall have access to the panels.

H. Sponsor understands that no refunds, credits or adjustments will be made in the event Casitas' power service provider is unable to supply electrical power during the event. Casitas shall have no liability in the event this occurs.

I. Space for one large 8' wide x 40' long x 8 1/2' high self-contained storage unit in the LCRA Maintenance Yard. Sponsor hereby acknowledges that Casitas has no responsibility or liability to ensure theft prevention of contents. Authorized Sponsor representatives may access the storage unit upon request and by appointment by contacting the Maintenance Foreperson or designated Casitas staff.

J. Because of the family oriented nature of the LCRA facilities, Casitas reserves the right to disapprove any music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy.

K. While Casitas will make every effort to provide its facilities for Sponsor's Event, Casitas shall have no liability to Sponsor if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies, including the Bureau of Reclamation, revoke permits or authorization to use facilities. This includes the Event Area itself as well as parking areas. In the event Casitas loses the ability to allow vehicles to be parked on the Watershed lands, Casitas will make every effort to make space available for vehicles to be parked within the Recreation Area, however, any costs such as busing or obtaining satellite parking shall be Sponsor's sole responsibility with no liability to Casitas whatsoever.

L. Casitas will not assume responsibility or be liable for items or equipment left on the premises by Sponsor or others associated with this event. Items remaining after the take down period may be removed by Casitas, at its sole option, and Sponsor will be charged therefor.

M. Access. Sponsor ingress and egress to the Event Area shall only be through the auxiliary gate(s) off Santa Ana Road. The auxiliary gate(s) must be staffed at all times by responsible representatives of Sponsor while they are open and will be locked shut when not guarded. Event participants identified with valid vehicle entry hang tags will be allowed to access the Event parking and the LCRA during normal Lake hours without incurring additional parking fees. After normal LCRA hours, Event participants may enter and exit through the auxiliary gate(s). At no time shall Sponsor allow any type of watercraft whatsoever to enter the Recreation Area through any gate under Sponsor's control or oversight. All watercraft seeking entrance through the auxiliary gate(s) off Santa Ana Road must be directed to the Main Gate for proper invasive species inspection before entry is allowed onto Casitas property.

IV. Sale of Alcohol. If Sponsor provides or allows for the sale of alcoholic beverages at the Event, such sale of alcoholic beverages must be in compliance with the terms set forth in Sections II, V and VI herein.

V. Commercial General Liability, Liquor Liability for the Event.

A. Coverage. Coverage for commercial general liability shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
2. Liquor Liability Coverage.

B. Limits. Sponsor shall, during the course of this event, maintain limits no less than the following:

1. General Liability. SEVEN MILLION DOLLARS (\$7,000,000) per occurrence and in the aggregate for bodily injury, property damage, personal injury, contractual liability and liquor liability.

C. Required Provisions. The general liability, automobile and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:

1. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Sponsor; products and completed operations of the Sponsor; premises occupied or used by the Sponsor.
2. For any claims related to this event, the Sponsor's insurance shall state that coverage is primary as respects the Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, or authorized volunteers, and any insurance, self-insurance, or other coverage obtained or maintained by the Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
3. The Sponsor's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Sponsor shall provide written notice by U.S. Mail to Casitas within five (5) days of Sponsor's receipt of any notice informing Sponsor that coverage will be cancelled or non-renewed. Sponsor understands and agrees that the Event cannot occur unless the insurance specified in this Agreement is in full force and effect.

D. Acceptability of Insurers. All of the insurance shall be provided on policy forms and through companies satisfactory to Casitas. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A- or equivalent or as otherwise approved by Casitas.

E. Evidences of Insurance. No later than thirty (30) days prior to the Event, Sponsor shall file with Casitas a Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative and industry standard certificate of insurance.

F. Sponsor may or may not be subject to the provisions in Section 3700-3709.5 of the California Labor Code regarding worker's compensation insurance for its employees, but Sponsor shall provide Casitas with either proof of worker's compensation insurance in compliance with the California Labor Code or a written statement indicating that Sections 3700-3709.5 of the California Labor Code do not apply to Sponsor or that Sponsor is exempt from these laws.

VI. Indemnification for the Event. To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold harmless the United States of America (Bureau of Reclamation), Casitas and its directors, officers, employees or authorized volunteers from and against:

A. All claims, damages, losses and expenses, including, but not limited to reasonable attorney's fees arising out of or resulting from any act, conduct, omission, negligence,

misconduct or unlawful act (or act contrary to any applicable governmental order or regulation) of Sponsor, its officers, directors, employees, contractors, subcontractors, agents or volunteers.

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Sponsor.

C. Any and all losses, expenses, damages (including damages to the work itself), and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Sponsor to faithfully perform all of its obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by the indemnified parties in any lawsuits to which they are a party.

D. Sponsor shall defend, at Sponsor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Casitas or its directors, officers, employees, or authorized volunteers.

E. Sponsor shall pay and satisfy any judgment, award or decree that may be rendered against Casitas or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

F. Sponsor shall reimburse Casitas and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

G. Sponsor agrees to carry insurance for this purpose as set out in the specifications. Sponsor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Bureau of Reclamation, Casitas, or its directors, officers, employees, or authorized volunteers.

VII. Overnight Camping in the Event Area. Sponsor may have up to two self-contained recreational vehicles camp from Friday through Sunday nights of the Event weekend in the Event Area at no charge to provide security for Sponsor's equipment.

A. Sponsor shall be responsible for staffing the auxiliary gate(s) when the gate(s) are open.

B. Campers are not permitted to camp within two hundred feet (200') of the shoreline.

C. No waste water shall be discharged onto the ground. All waste water shall be contained and disposed of properly at a local dump station.

D. Sufficient restrooms and trash receptacles shall be provided by Sponsor for campers and be conveniently placed for ease of use.

E. Sponsor shall ensure that staff, vendors and participants camping at the event site shall comply with paragraph 13 hereinafter.

VIII. Use of Equines or Other Animals at the Event. This Agreement does not permit the use of equines or other animals such as, for example, the type that might be included in a petting zoo.

IX. Use of Explosives at the Event. This Agreement does not permit the use of explosives, fireworks, or any other incendiary device(s), materials, displays or projectiles.

X. Taxes and Assessments. A taxable possessory interest may be created by this Agreement and Sponsor may be subject to the payment of property taxes levied on such interest. Sponsor shall pay before delinquent any and all taxes and assessments levied against Sponsor by reason of Sponsor's use and occupancy of the Recreation Area.

XI. Publicity. Sponsor hereby agrees that Casitas may utilize any publicity generated for, or because of, the Event for the mutual and/or separate benefit of Sponsor and/or Casitas at no cost to Casitas. Sponsor agrees that any printed material used by Sponsor shall include the words "Lake Casitas Recreation Area".

XII. Compliance with Rules and Regulations. The Sponsor hereby certifies that he/she has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area including, but not limited to, quiet hours after 10:00 p.m., and will be responsible for the activities and conduct of all people whose activities and conduct are a result of the event or arise out of the Event. Sponsor shall enforce the applicable park rules and regulations in the Event Area. Failure to do so may result in forfeiture of the security deposit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Sponsor must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

XIII. Raffles and Games of Chance. Sponsor hereby agrees that no-one will be allowed to participate in games of chance, raffles, or any such activities, which contravene state and local lottery laws.

XIV. Discrimination. The Sponsor agrees that during the use of Casitas Municipal Water District's Recreation Area facilities, no qualified person shall be prevented from participating or denied the benefits of, or otherwise be subjected to discrimination because of the person's race, color, national origin, age or handicap.

XV. Title VI Compliance. Sponsor hereby acknowledges that as a sub-recipient of federal funds, Casitas Municipal Water District's Recreation Area cannot discriminate against anyone on the basis of race, color, natural origin, age or handicap in the provision of its services to the public. Anyone who believes that he/she has been subjected to discrimination can file a complaint either with the Casitas Municipal Water District's Recreation Area, 1055 Ventura Avenue, Oak View, CA 93022, or the Office for Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

XVI. Law & Jurisdiction Governing. This Agreement is being delivered and shall be deemed entered into in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura

County, California. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

XVII. Entire Agreement.

A. This document constitutes the entire Agreement between Casitas and Sponsor for the use granted at the Lake Casitas Recreation Area for the Event.

B. This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Sponsor and in the case of Casitas, except as otherwise specifically authorized herein, until approved and executed by Casitas' Park Services Manager and/or the Casitas General Manager and Board of Directors.

XVIII. Time is of the Essence. Time is of the essence for all the time frames of this Agreement.

XIX. Termination. This Agreement shall terminate on August 31, 2022 unless sooner terminated pursuant to subsections I.A. and II.F. herein.

XX. Inquiries. Please direct all inquiries regarding this Agreement to:

CMWD: R.J. Faddis, Park Services Officer
 11311 Santa Ana Road
 Ventura, CA 93001
 Tel: (805) 649-2233, ext. 117
 Cell: (805) 797-1528
 Email: rfaddis@casitaswater.com

XXI. Representatives. The representatives of the parties to this Agreement are those set forth below:

Rotary Club of Ojai West Foundation Inc.:

Angela May
P.O. Box 1501
Ojai, CA 93024
Tel: (805) 907-2378

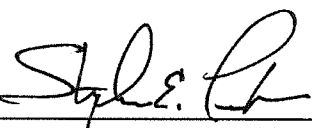
Casitas:

Carol Belser, Park Services Manager
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111
Cell: (805) 797-1517
Email: cbelser@casitaswater.com

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 28th day of August 2019.

SPONSOR:

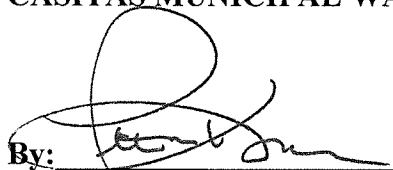
ROTARY CLUB OF OJAI WEST FOUNDATION, INC.

By: 

President, STEPHEN E. FRANK

CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

By: 

Board President, Peter Kaiser



Casitas Municipal Water District Lake Casitas Recreation Area

SECOND AMENDMENT TO AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE FESTIVAL SIGNED 8-26-2019

THIS SECOND AMENDMENT SECTION I.

To be amended as follows:

A. With the execution of the Agreement the first Ojai Wine Festival ("Event") will be held Saturday, June 18, 2022. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

B. Sponsor may plan, conduct, manage and oversee the Event on June 18, 2022, and June 11, 2023 subject to I.A above and in accordance with the terms and conditions below.

IN WITNESS WHEREOF the parties hereto have executed the Agreement Amendment this 23 day of February 23, 2022.

SPONSOR:

ROTARY CLUD OF OJAI WEST FOUNDATION, Inc.

BY,  Stephen Adams

President

CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

By: _____

Board President, Brian Brennan



Casitas Municipal Water District Lake Casitas Recreation Area

SECOND AMENDMENT TO AGREEMENT FOR SPECIAL EVENT CALLED OJAI WINE FESTIVAL SIGNED 8-26-2019

THIS SECOND AMENDMENT SECTION I.

To be amended as follows:

A. With the execution of the Agreement the first Ojai Wine Festival ("Event") will be held Saturday, June 18, 2022. In the event the Board, in its sole discretion, terminates the Agreement, this Agreement will immediately terminate with no further obligation of either party, each to the other.

B. Sponsor may plan, conduct, manage and oversee the Event on June 18, 2022, and June 11, 2023 subject to I.A above and in accordance with the terms and conditions below.

IN WITNESS WHEREOF the parties hereto have executed the Agreement Amendment this _____ day of February 23, 2022.

SPONSOR:

ROTARY CLUD OF OJAI WEST FOUNDATION, Inc.

BY, _____

President

CASITAS:

CASITAS MUNICIPAL WATER DISTRICT

By:  _____

Board President, Brian Brennan

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: HYDROLOGIC STATUS REPORT FOR JANUARY 2023
DATE: FEBRUARY 22, 2023

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	18.57"	30.46"	15.70"
Water Year (WY: Oct 01 – Sep 30)	26.99"	41.87"	22.35"
Average station rainfall to date	11.33"	13.66"	9.73"

Ojai Water System Data

Wellfield production	70.81 AF
Surface water supplement	0.46 AF
Static depth to water surface – Mutual #6	136.2 feet
Change in static level from previous month	+ 36.2 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	7,090.7 AF
Diversion days this month	27
Total Diversions WY to date	7,554.0 AF
Diversion days this WY	33

Casitas Reservoir Data

Water surface elevation as of end of month	504.70 feet AMSL
Water storage last month	73,519 AF
Water storage as of end of month	104,628 AF
Net change in storage	+ 31,109 AF
Change in storage from same month last year	+ 21,368 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year

CASITAS MUNICIPAL WATER DISTRICT

MINUTES

Special Finance Committee

(this meeting was held telephonically and in-person)

DATE: February 17, 2023
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Special Finance Committee Meeting of February 9, 2023 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
Assistant General Manager, Kelley Dyer
Chief Financial Officer, Janyne Brown
Operations Manager, Michael Shields
Executive Administrator, Rebekah Vieira

2. **Public Comments.**

None

3. **Board/Management comments.**

None

4. **Casitas MWD 20-year Capital Replacement Program Development**

GM Flood went over the contents of the memo with the Committee and indicated that the Oak View Reservoirs will be added to the matrix.

Director Hajas indicated that the District should look at pay-as-you-go as well as borrowing.

Director Cole indicated that there should be consideration of bonds versus rates and that there will need to be a rate update.

5. **Review of Financial Statements for December 2022**

CFO Brown reviewed the Financial Statements with the Committee.

6. **Review of the Consumption Report for December 2022**

GM Flood covered the report with the Committee.

CASITAS MUNICIPAL WATER DISTRICT
MINUTES
Recreation Committee
(this meeting was held virtually and in-person)

DATE: February 17, 2023
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Recreation Committee Meeting of February 14, 2023, at 1000 hours.

RECOMMENDATION:

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

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Brian Brennan
Director Pete Kaiser
General Manager, Michael Flood
Assistant General Manager, Kelley Dyer
Park Services Manager, Joe Martinez
Division Officer, Joe Evans
Executive Administrator, Rebekah Vieira

2. **Public Comments.**

None

3. **Review amendment to the Rotary Club Wine Festival Agreement changing the date from Sunday, June 11, 2023 to Saturday, June 17, 2023**

GM Flood reviewed the contents of the memo with the Committee.

Director Brennan asked questions about scheduling conflicts and lessons learned from previous events.

Director Kaiser indicated that full cost recovery for Casitas needs to occur as a result of events at the Lake Casitas Recreation Area.

PSM Martinez indicated that there are no scheduling conflicts and the change in date concur with a simpler format for the event that creates less issues for Casitas staff.

The Committee asked that this item be forwarded to the Board of Directors for consideration.

4. **Review of Recreation Report for December 2022**

PSM Martinez went over the report with the Committee including attendance, revenues, various events, vessel tagging, the Casitas Water Adventure APS project, lifeguard recruitment, grant funding, and maintenance activities.

Director Brennan asked about lifeguard recruitment and the effect of the recruiting enhancements.

Director Kaiser asked questions about the planting of fish, waterpark construction, and water drainage on Santa Ana Road across from the main entrance.

5. **Review of Incidents and Comments**

DO Evans indicated that a new data collection system was being implemented and that statistics would be provided once the install is complete. He also gave updates on a trailer storage accident, maintenance activities, ongoing coordination with the County of Ventura regarding 'No Overnight Parking' signs on Santa Ana Road, fishing activities, and commended the Bait and Tackle concessionaire for assistance in clearing storm debris from the Santa Ana ramp area.

Director Brennan asked questions about Santa Ana Road and the possibility of the return of a wellness event to the Lake Casitas Recreation Area.

Director Kaiser made comments regarding issues on Santa Ana Road and thanked the Bait and Tackle concessionaire for their assistance. He also asked questions about the Hwy 150 bridge over Santa Ana Creek and campground status after the January storms.