



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#

March 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

2.a. Director Brennan will be attending the meeting remotely per the "Just Cause" provisions of AB 2449.

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.pdf](#)

6.b. Minutes of the February 22, 2023 Board Meeting.
[2 22 2023 min.pdf](#)

7. ACTION ITEMS

7.a. 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 032223.pdf](#)
[Email Request from Dr. Feiss Special Tax CMWD CFD 2013-1 Reimbursement for Overpayment ATT1 032223.pdf](#)
[CFD No. 2013-1 Taussig Response Letter to Feiss APN 019-0-070-200 ATT2 032223.pdf](#)

7.b. 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 032223.pdf](#)

7.c. Deny the damage claim of Rosanna Garrison (12986 MacDonald Drive).
[Board Memo Garrison Claim 032223.pdf](#)
[Garrison Claim Form 1-12-2023 ATT1 032223.pdf](#)
[Garrison Letter to CWD May 7, 2021 ATT2 032223.pdf](#)
[Garrison Driveway Repair_Replacement Estimates 1-12-2023 ATT3 032223.pdf](#)

7.d. Discussion and possible action on Casitas MWD's provision of General Manager services to the Ojai Basin Groundwater Management Agency (OBGMA).

a. Direct Casitas MWD staff to develop an agreement between Casitas MWD and the Ojai Basin Groundwater Management Agency (OBGMA) for General Manager services.

b. Approve a temporary promotion of Engineering Manager, Julia Aranda to Assistant General Manager with Casitas MWD.

[Board Memo for discussion of GM services to the OBGMA 032223.pdf](#)

- 7.e. Set a hearing for the April 26, 2023 Regular Meeting of the Casitas MWD Board of Directors for adjustments to fees at the Lake Casitas Recreation Area(LCRA) and Casitas Water Adventure (CWA).
[Board Memo on LCRA Fee Adjustment 032223.pdf](#)
- 7.f. Approve a five-year Casitas Water Adventure Temporary Seasonal Snack Bar Concession Agreement with Carlos Hernandez.
[Board Memo for CWA Snack Bar Concession 032223.pdf](#)
[WaterAdvSnackBarConcessionAgr-FINAL ATT1 032223.pdf](#)
- 7.g. Adopt the Initial Study and Mitigated Negative Declaration for the Ventura-Santa Barbara Counties Intertie
[Board Memo_20230322.pdf](#)
- 7.h. Adopt the Mitigation Monitoring and Reporting Program for the Ventura-Santa Barbara Counties Intertie.
[Board Memo_20230322.pdf](#)
[Casitas_VTA-SB Intertie MMRP_3-14-23.pdf](#)
- 7.i. Approve Amendment No. 3 for professional engineering services with Water Works Engineers, LLC, for the Ventura-Santa Barbara Counties Intertie for a fee increase not to exceed \$227,213 for a total fee of \$3,225,950.
[Board Memo_20230322.pdf](#)
[WWE_Amendment No. 3.pdf](#)
- 7.j. Award purchase of electrical switchgear for the Ventura-Santa Barbara Counties Del Mar Pump Plant (Booster Pump Station A) to CED Royal Industrial Solutions in the amount of \$123,760.28.
[Board Memo_20230322.pdf](#)
[PSG Quote 23-044 _ 1114219 _ CMWD VTA-SB Intertie Project _ Revised Expiration.pdf 91756-FE combined \(2\).pdf](#)
- 7.k. Public hearing and possible adoption of an ordinance updating the Casitas Rates and Regulations for Water Service.
[CMWD Board Memo Rates and Regulations 032223.pdf](#)
[ATT1. DRAFT Rates and Regulations Ordinance No 23-XX v3.pdf](#)
[ATT2. DRAFT 2023 Rates and Regulations v5_Updated.pdf](#)
[ATT3. DRAFT 2023 Rates and Regulations v5_Updated - Redline.pdf](#)

8. DISCUSSION ITEMS/PRESENTATIONS

- 8.a. Discussion of Casitas MWD Board of Directors Workshop Retreats.

9. INFORMATION ITEMS

- 9.a. Hydrology Report February, 2023.
[Hydrology February 2023.pdf](#)
- 9.b. Consumption Report January 2023.
[Consumption 2022-2023.pdf](#)
- 9.c. Adjudication Charges Report.
[Adjudication Charges YTD 2.28.23.pdf](#)
- 9.d. CFD 2013 Report.
[CFD 2013-1 Project Cost 2-28-2023.pdf](#)
- 9.e. State Water Project Intertie Report.
[SWP Intertie Project Cost 2-28-23.pdf](#)
- 9.f. Financials December 31, 2022.
[Financial Statements 12-31-2022 Summary.pdf](#)
- 9.g. Investment Report.
[Investment Report 2.28.23.pdf](#)
- 9.h. Report of Current Accumulated Costs from the January 2023 Storm Event.
[Board Memo for January 2023 Storm Damage Costs 032223.pdf](#)
- 9.i. Recreation Committee Minutes.
[Rec Minutes 031423.pdf](#)
- 10. GENERAL MANAGER COMMENTS
- 11. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED
- 12. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).
- 13. CLOSED SESSION
 - 13.a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(a) Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al.; and City of San Buenaventura v Duncan Abbott, et al., Cross Complaint; Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.
- 14. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 03/02/23 - 03/15/23
Presented to the Board of Directors For Approval March 22, 2023

Check	Payee		Description	Amount
001187	Payables Fund Account	# 9759651478	Accounts Payable Batch 030823	\$ 1,295,415.41
001188	Payables Fund Account	# 9759651478	Accounts Payable Batch 031523	\$ 511,801.77
				<u>\$ 1,807,217.18</u>
001189	Payroll Found Account	# 9469730919	Estimated Payroll 04/06/23	\$ 240,000.00
			Total	<u>\$ 2,047,217.18</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, 001187-001189 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.

001187 A/P Checks: 049193-049269
A/P Draft 000534, 000536-000540
Voids:
049233 - J.W.Enterprises - Continuation of detail of check #049232
049237 - Meiners Oaks Ace Hardware - Continuation of detail of check #049236

001188 A/P Checks: 049270-049349
A/P Draft 000541
Voids:
049274 - Amazon Capital Services - Continuation of detail of check #049273
049315 - Meiners Oaks Ace Hardware - Continuation of detail of check #049314



Janyne Brown , Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 03/04/23
Pay Date 03/09/23
have been duly audited and are
hereby certified as correct.

Signed: 

Janyne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/08/2023			049233		
C-CHECK	VOID CHECK	V	3/08/2023			049237		
C-CHECK	VOID CHECK	V	3/15/2023			049274		
C-CHECK	VOID CHECK	V	3/15/2023			049315		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	4	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	4	0.00	0.00	0.00
BANK: TOTALS:	4	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05973	Mechanics Bank Credit Card							
I-022423a	Lunch for the Crew - Jan Storm	D	3/08/2023	211.49		000534		
I-022423b	Lunch for the Crew - Jan Storm	D	3/08/2023	171.18		000534		
I-022423c	Drinks for the Crew -Jan Stom	D	3/08/2023	78.83		000534		
I-022423d	Lunch for the Crew - Jan Storm	D	3/08/2023	163.83		000534		
I-022423e	Versaflo Organic Vapor	D	3/08/2023	700.33		000534		
I-022423f	Jotforms - SAFE	D	3/08/2023	49.00		000534		
I-022423g	API Service - ENG	D	3/08/2023	50.00		000534		
I-022423h	Permit Vta/SB County Intertie	D	3/08/2023	2,430.00		000534		
I-022423i	CCProcessing Fee Vta/SB Intert	D	3/08/2023	66.83		000534		
I-022423j	Brian Roth Consulting - SAFE	D	3/08/2023	78.75		000534		
I-022423k	Construction Inspection Course	D	3/08/2023	1,040.00		000534		
I-022423n	Lunch Meeting - MGMT	D	3/08/2023	39.03		000534		
I-022423o	Lunch for the Crew - Jan Storm	D	3/08/2023	167.62		000534		
I-022423p	Lunch for the Crew - Jan Storm	D	3/08/2023	10.49		000534		
I-022423q	Microsoft Licenses - IT	D	3/08/2023	660.00		000534		5,917.38
00128	INTERNAL REVENUE SERVICE							
I-T1 202303062184	Federal Withholding	D	3/08/2023	50,693.08		000536		
I-T3 202303062184	SS Withholding	D	3/08/2023	50,442.10		000536		
I-T4 202303062184	Medicare Withholding	D	3/08/2023	11,796.96		000536		112,932.14
00187	CALPERS							
I-PBB202303062184	PERS BUY BACK	D	3/08/2023	130.46		000537		
I-PBP202303062184	PERS BUY BACK	D	3/08/2023	161.96		000537		
I-PEB202303062184	PEPRA EMPLOYEES PORTION	D	3/08/2023	12,922.07		000537		
I-PEM202303062184	PERS EMPLOYEE PORTION MGMT	D	3/08/2023	1,948.92		000537		
I-PER202303062184	PERS EMPLOYEE PORTION	D	3/08/2023	7,731.62		000537		
I-PRB202303062184	PEBRA EMPLOYER PORTION	D	3/08/2023	14,300.40		000537		
I-PRR202303062184	PERS EMPLOYER PORTION	D	3/08/2023	12,768.15		000537		49,963.58
00180	S.E.I.U. - LOCAL 721							
I-COP202303062184	SEIU 721 COPE	D	3/08/2023	2.50		000538		
I-UND202303062184	UNION DUES	D	3/08/2023	889.25		000538		891.75
00049	STATE OF CALIFORNIA							
I-T2 202303062184	STATE WITHHOLDING (CA)	D	3/08/2023	19,864.57		000539		19,864.57
05790	STATE OF OREGON							
I-OST202303062184	OR STATE TRANSIT TAX	D	3/08/2023	6.02		000540		
I-T2 202303062184	STATE WITHHOLDING (OR)	D	3/08/2023	442.72		000540		448.74
01483	CORVEL CORPORATION							
C-022123-CMWD	Corvel Claims - 02/14-02/20/23	D	3/15/2023	2,745.75CR		000541		
I-022823-CMWD	Corvel Claims - 02/21-02/27/23	D	3/15/2023	577.91		000541		
I-030723-CMWD	Corvel Claims - 02/28-03/06/23	D	3/15/2023	459.50		000541		
I-031423-CMWD	Corvel Claims - 03/07-03/13/23	D	3/15/2023	1,721.80		000541		13.46

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06069	Access VG, LLC							
I-INV-329609	Access Perk Enterprise - HR	R	3/08/2023	900.00		049193		900.00
00010	AIRGAS USA LLC							
I-9134269497	Welding Supplies - ENG	R	3/08/2023	613.64		049194		
I-9134404930	Welding Supplies - WP	R	3/08/2023	79.80		049194		693.44
03044	Amazon Capital Services							
I-111T-HYKX-V3HW	3-Ring Padfolio - MAINT	R	3/08/2023	38.60		049195		
I-14HM-FN9N-H99Q	Deck Parts - LCRA	R	3/08/2023	118.69		049195		
I-194R-N47G-T3XC	Hitch Ball Mount & Hook Hitch	R	3/08/2023	381.95		049195		
I-1C9J-NPHV-P6QD	Aerospace Protectant - PL	R	3/08/2023	137.05		049195		
I-1GVL-DCC3-RYJM	Welding Shade - MAINT	R	3/08/2023	11.60		049195		
I-1L1X-JQVX-1D4V	Socket Organizer Set - UT	R	3/08/2023	186.75		049195		
I-1Q47-TPPH-D6HF	Welding Shade - MAINT	R	3/08/2023	46.40		049195		
I-1YHN-HTF7-31RK	4Ft Folding Table - UT	R	3/08/2023	214.40		049195		1,135.44
06034	American Society of Safety Pro							
I-1001870217b	ASSP Membership - SAFE	R	3/08/2023	230.00		049196		230.00
06060	Ameriflex							
I-INV603859	FSA Admin Fee	R	3/08/2023	96.00		049197		96.00
04534	Applied Technology Group, Inc.							
I-INV0000026310	MDS-SD4 Radio - EM	R	3/08/2023	1,963.36		049198		1,963.36
00014	AQUA-FLO SUPPLY							
C-SCM0172296	Pressure Gauge Return - LCRA	R	3/08/2023	31.24CR		049199		
I-SI2062621	Pressure Gauge - LCRA	R	3/08/2023	31.24		049199		
I-SI2067280	Highline Parts - UT	R	3/08/2023	432.09		049199		
I-SI2067771	Rubber Repair Kit - LCRA	R	3/08/2023	74.37		049199		
I-SI2068702	Fittings - LCRA	R	3/08/2023	81.54		049199		588.00
01703	ARNOLD LAROCHELLE MATTHEWS							
I-7290	Metter #5088-001	R	3/08/2023	9,152.00		049200		9,152.00
02179	Art Street Interactive							
I-2597	Reservation Sys. Hosting/Maint	R	3/08/2023	549.70		049201		549.70
01666	AT & T							
I-000019557940	Acct#9391062398	R	3/08/2023	369.44		049202		369.44
01666	AT & T							
I-000019562632	Acct#9391064013	R	3/08/2023	27.11		049203		27.11

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
04254	Automation Services, LLC							
I-23-013	Communication Service Robles	R	3/08/2023	7,400.00		049204		
I-23-014	Equipment for Robles Data Moni	R	3/08/2023	1,259.96		049204		
I-23-015	Reporting System Upgrade - TP	R	3/08/2023	1,155.00		049204		
I-23-016	Radio Equipment - PL	R	3/08/2023	730.10		049204		10,545.06
00021	AWA OF VENTURA COUNTY							
I-06-14645	WaterWise Breakfast - BOARD/MG	R	3/08/2023	120.00		049205		
I-06-14683	CCWUC Training - O&M	R	3/08/2023	30.00		049205		150.00
00030	B&R TOOL AND SUPPLY CO							
I-1900984136	Masterlocks A243 - TP	R	3/08/2023	201.45		049206		201.45
00036	BC TREE SERVICE, INC							
I-4068	Clean Up Trees - MAINT	R	3/08/2023	1,600.00		049207		1,600.00
03207	BMI PacWest Inc.							
I-18889	AC Service DO 10/18/22	R	3/08/2023	1,854.00		049208		1,854.00
01295	BSN CONSTRUCTION							
I-5713	Lower Basin Debris Cleanup	R	3/08/2023	98,773.00		049209		98,773.00
05952	Burns Pacific Construction, In							
I-8623	W. & E. Ojai Ave Pipe Replace	R	3/08/2023	377,881.26		049210		377,881.26
09182	CalPERS							
I-100000017096921	Unfunded Accrued Liab 03/23	R	3/08/2023	70,320.58		049211		70,320.58
03702	Cannon Corporation							
I-83409	WP Electrical & Communication	R	3/08/2023	4,978.04		049212		4,978.04
00117	CERTEX USA, INC							
I-10816762-00	Drop Forge WR Clip - LCRA	R	3/08/2023	64.65		049213		64.65
05964	Charter Communications Holding							
I-0232531022223	Acct#8448200220232531	R	3/08/2023	685.00		049214		685.00
00062	CONSOLIDATED ELECTRICAL							
I-9009-1032071	Fluke 773 - EM	R	3/08/2023	1,912.26		049215		1,912.26
00719	CORELOGIC INFORMATION SOLUTION							
I-82167172	Realquest Subscription	R	3/08/2023	137.50		049216		137.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01764	DataProse, LLC UB Mailing 02/23	R	3/08/2023	4,505.39		049217		4,505.39
00076	DEKREEK TECHNICAL SERVICES CMWD/OWS PLC & SCADA Mods	R	3/08/2023	18,659.00		049218		18,659.00
03910	DoiT International USA, INC Google Apps 02/23	R	3/08/2023	2,554.50		049219		2,554.50
00095	FAMCON PIPE & SUPPLY Air Vacs - PL	R	3/08/2023	20,351.76		049220		
	I-S100096781.001 72" Galv Cap Band Coupling	R	3/08/2023	35,774.23		049220		
	I-S100097005.001 Tufskin Valve 6" Lug Butterfly	R	3/08/2023	2,829.26		049220		
	I-S100097346.001 Seamless PE Steel Pipe - ENG	R	3/08/2023	1,947.07		049220		60,902.32
00093	FEDERAL EXPRESS Shipping - LAB	R	3/08/2023	16.14		049221		
	I-8-057-17656 Shipping - FISH	R	3/08/2023	23.99		049221		40.13
00013	FERGUSON ENTERPRISES INC Purp Primer & PVC Cement - WP	R	3/08/2023	502.48		049222		502.48
00099	FGL ENVIRONMENTAL Surface Water Monitoring 01/05	R	3/08/2023	1,283.00		049223		
	I-301109A Surface Water Monitoring 01/24	R	3/08/2023	963.00		049223		
	I-301115A OWS-Mutual Well 7 WQ 01/24/23	R	3/08/2023	312.00		049223		
	I-301891A THM/HAA Monitoring 02/07/23	R	3/08/2023	1,007.00		049223		
	I-301892A Nitrate Monitoring 02/07/23	R	3/08/2023	85.00		049223		
	I-302229A Nitrate Monitoring 02/14/23	R	3/08/2023	64.00		049223		
	I-302575A Nitrate Monitoring 02/21/23	R	3/08/2023	64.00		049223		3,778.00
00115	GRAINGER, INC Valve/Electrical Kit Red - TP	R	3/08/2023	509.48		049224		509.48
02217	Greg Rents Rent Long Reach Excavator	R	3/08/2023	16,739.50		049225		16,739.50
01052	HARBOR FREIGHT TOOLS USA, INC Rtcht Tie Down & D rings Shack	R	3/08/2023	74.27		049226		74.27
05746	Hasa Inc. Chlorine for Ojai Syst. - TP	R	3/08/2023	3,165.09		049227		3,165.09

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00437	HERC RENTALS INC							
I-33393842-001	Roller Trench Vibra DBL Drum	R	3/08/2023	2,511.31		049228		
I-33477313-001	Rent Skiploader - FEMA	R	3/08/2023	2,765.01		049228		5,276.32
00596	HOME DEPOT							
I-3555588	Tools for Dist Maint	R	3/08/2023	191.98		049229		
I-3655317	Portable Vacuum - EM	R	3/08/2023	127.63		049229		
I-3905472	SAE/Metric Combo Ratchet Set	R	3/08/2023	427.93		049229		
I-3905725	Metal Cutting Blades - EM	R	3/08/2023	112.52		049229		
I-3915794	103 Piece Racket Set	R	3/08/2023	359.29		049229		1,219.35
05884	Ibis Scientific, LLC							
I-IN059356	Petri Dish - LAB	R	3/08/2023	267.36		049230		267.36
00127	INDUSTRIAL BOLT & SUPPLY							
I-239986-1	Nuts & Bolts - PL	R	3/08/2023	66.57		049231		66.57
09910	J.W. ENTERPRISES							
I-361905	CT Pumping - VILLANOVA	R	3/08/2023	78.50		049232		
I-361906	CT Pumping - OVPP	R	3/08/2023	78.50		049232		
I-361907	CT Pumping - 4M PP	R	3/08/2023	78.50		049232		
I-361908	CT Pumping - GRAND AVE.	R	3/08/2023	78.50		049232		
I-361909	CT Pumping -M RES	R	3/08/2023	78.50		049232		
I-361910	CT Pumping - SA PLANT	R	3/08/2023	157.00		049232		
I-361911	CT Pumping - UPPER OJAI RES.	R	3/08/2023	78.50		049232		
I-361912	CT Pumping - 3M PUMP	R	3/08/2023	78.50		049232		
I-361913	CT Pumping - SIGNAL RES.	R	3/08/2023	78.50		049232		
I-361914	CT Pumping - FAIRVIE RES.	R	3/08/2023	78.50		049232		
I-361915	CT Pumping - CASITAS DAM	R	3/08/2023	78.50		049232		
I-361916	CT Pumping - RINCON TANK	R	3/08/2023	78.50		049232		
I-361917	CT Pumping - BATES RES	R	3/08/2023	78.50		049232		1,099.00
02344	Janitek Cleaning Solutions							
I-48810A	Janitorial Service - DO	R	3/08/2023	2,630.78		049234		2,630.78
05449	Matheson Tri-Gas, Inc.							
I-0027338540	Liquid Oxygen - TP	R	3/08/2023	3,414.10		049235		3,414.10
00151	MEINERS OAKS ACE HARDWARE							
I-031999	Hose & Hose Bibb Brass - LAB	R	3/08/2023	53.90		049236		
I-033425	Sprykpaint - PL	R	3/08/2023	31.19		049236		
I-034208	Bags - TP	R	3/08/2023	16.28		049236		
I-034393	Ball Mount Reducer & Pipe - LC	R	3/08/2023	93.89		049236		
I-034477	Batteries & Toilet Seat - PL	R	3/08/2023	56.61		049236		
I-034536	Door Bottom - LCRA	R	3/08/2023	70.89		049236		
I-034715	Batteries - FISH	R	3/08/2023	16.53		049236		
I-034812	D Fir - LCRA	R	3/08/2023	43.26		049236		
I-034856	Tire Inflator Gauge - LCRA	R	3/08/2023	28.45		049236		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-034904	Bolts & Screws - LCRA	R	3/08/2023	2.72		049236		
I-034909	House Wrap - MAINT	R	3/08/2023	116.21		049236		
I-034911	Utility Pump - WP	R	3/08/2023	58.55		049236		
I-034913	Bar Flat - LCRA	R	3/08/2023	35.11		049236		
I-034919	Grease Gun & Grind Wheel -FISH	R	3/08/2023	83.34		049236		
I-034992	Lock Entry Accent - LCRA	R	3/08/2023	54.64		049236		
I-035015	LED Flashlights - UT	R	3/08/2023	101.39		049236		
I-035103	Tire & Tube Sealant & Screws	R	3/08/2023	188.63		049236		
I-035128	Lock Rekey - LCRA	R	3/08/2023	10.00		049236		
I-035192	Pipe Wrench, Ball Valve & Tape	R	3/08/2023	124.00		049236		
I-035386	LED Flashlight - UT	R	3/08/2023	85.79		049236		1,271.38
03444	Mission Linen Supply							
I-518730634	Uniform Pants - TP	R	3/08/2023	102.00		049238		
I-518828619	Uniform Pants - PL	R	3/08/2023	35.07		049238		
I-518828620	Uniform Pants - MAINT	R	3/08/2023	27.38		049238		
I-518828623	Uniform Pants - TP	R	3/08/2023	56.83		049238		221.28
05967	Mobile Relay Associates, LLC							
I-80019844	Mobile Radio Digital - SAFE	R	3/08/2023	1,260.00		049239		1,260.00
05994	NV5, Inc							
I-000000315746	Splashtacular Geotechnical -WP	R	3/08/2023	3,018.00		049240		3,018.00
01570	Ojai Auto Supply							
I-563569	Lamp & Antifreeze - Unit 136	R	3/08/2023	146.66		049241		
I-563617	Sealant & Tire Rep Strips	R	3/08/2023	57.81		049241		
I-563807	Pressure Bug Wash - Unit E04	R	3/08/2023	10.23		049241		214.70
00912	OJAI BUSINESS CENTER, INC							
I-20231088	Shipping - FISH/EM	R	3/08/2023	126.41		049242		126.41
00165	OJAI LUMBER CO, INC							
I-2302-723983	Drill Bit - PL	R	3/08/2023	25.93		049243		25.93
00884	OJAI TERMITE & PEST CONTROL, I							
I-235258	Rodent Control SA Plant -MAINT	R	3/08/2023	75.00		049244		75.00
00627	PORT SUPPLY							
I-4187	PFD-Infl Offshr - UT	R	3/08/2023	142.42		049245		142.42
00790	PROFORMA							
I-BI85008683A	Patch & Decals O&M	R	3/08/2023	2,448.62		049246		2,448.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
10042	PSR ENVIRONMENTAL SERVICE, INC							
I-11207	Gas Tank Inspection - DO	R	3/08/2023	230.00		049247		
I-11208	Gas Tank Inspection - LCRA	R	3/08/2023	230.00		049247		
I-11225	Check & Replace bad Nozzle	R	3/08/2023	465.76		049247		925.76
00788	QUINN COMPANY							
I-E2863301	Generator Model XQ230	R	3/08/2023	142,777.48		049248		142,777.48
00313	ROCK LONG'S AUTOMOTIVE							
I-37174	Work Repair - Unit 59	R	3/08/2023	1,210.26		049249		1,210.26
01107	SAWYER PETROLEUM							
I-S146450	Diesel - January Storm 2023	R	3/08/2023	1,379.36		049250		
I-S146500	Diesel - January Storm	R	3/08/2023	1,088.41		049250		2,467.77
06067	Scseswest, Inc							
I-011123013123	Emergency Restoration Robles	R	3/08/2023	111,105.79		049251		111,105.79
00215	SOUTHERN CALIFORNIA EDISON							
I-030323a	Acct#700029026585	R	3/08/2023	1,939.49		049252		
I-030323b	Acct#700598317666	R	3/08/2023	36.86		049252		
I-030623a	Acct#700028645962	R	3/08/2023	53,928.85		049252		
I-030623b	Acct#700028735181	R	3/08/2023	9,636.77		049252		
I-030623c	Acct#700030209177	R	3/08/2023	13,545.51		049252		79,087.48
02707	State Ready Mix Inc.							
I-8959	Slurry SA Yard - PL	R	3/08/2023	895.10		049253		895.10
02703	Sunbelt Rentals							
I-105170290-0036	Emergency Standby Generator-EM	R	3/08/2023	2,678.35		049254		2,678.35
09465	TRAVIS AGRICULTURAL CONSTRUCTI							
I-21964110	Mutual Well 7 Equip CONTRACT	R	3/08/2023	22,161.60		049255		22,161.60
00993	TRI-COUNTY RHINO							
I-12703	Repair - Unit E08	R	3/08/2023	131.16		049256		131.16
00825	USA BLUEBOOK							
I-285961	Conductivity Probe - LAB	R	3/08/2023	767.91		049257		
I-285965	IntelliCAL LDO Probe - LAB	R	3/08/2023	1,140.08		049257		1,907.99
00251	VENTURA COUNTY STAR							
I-0005387235	Public Notice Ordinance Annexa	R	3/08/2023	1,577.96		049258		1,577.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00258	VENTURA STEEL, INC Aluminum Sheet - LCRA	R	3/08/2023	119.05		049259		119.05
00247	County of Ventura Encroachment Permit PE22-0955-	R	3/08/2023	180.00		049260		180.00
01283	Verizon Wireless Monthly Cell Charges - DO	R	3/08/2023	4,434.04		049261		
	I-9929243697 Monthly Cell Charges - LCRA	R	3/08/2023	467.20		049261		4,901.24
00630	WESCO SS Tubing Fairview Res - EM	R	3/08/2023	169.41		049262		169.41
00330	WHITE CAP CONSTRUCTION SUPPLY 48" Roller Step Shovel - PL	R	3/08/2023	333.46		049263		
	I-10017523979 Rainsuit - LCRA	R	3/08/2023	75.41		049263		
	I-50020957916 Squeegees for Dist Maint	R	3/08/2023	240.20		049263		649.07
04582	Yeh and Associates, Inc Material Testing Ojai Ave Pipe	R	3/08/2023	600.00		049264		600.00
06056	Ameriflex FSA Deduction	R	3/08/2023	1,199.98		049265		1,199.98
00102	FRANCHISE TAX BOARD Payroll Deduction	R	3/08/2023	815.40		049266		815.40
00124	ICMA RETIREMENT TRUST - 457 DEFERRED COMP FLAT	R	3/08/2023	2,165.83		049267		
	I-DCI202303062184 DEFERRED COMP PERCENT	R	3/08/2023	149.21		049267		2,315.04
00985	NATIONWIDE RETIREMENT SOLUTION 457 CATCH UP	R	3/08/2023	1,184.90		049268		
	I-CUN202303062184 DEFERRED COMP FLAT	R	3/08/2023	8,442.91		049268		
	I-DCN202303062184 DEFERRED COMP PERCENT	R	3/08/2023	439.98		049268		10,067.79
1	GLOVER, SAMI US REFUND	R	3/08/2023	950.21		049269		950.21
05531	Adamsons Towing Inc Towing Truck - LCRA	R	3/15/2023	95.00		049270		95.00
00010	AIRGAS USA LLC Gas Cylinder Rental - PL	R	3/15/2023	404.95		049271		404.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	ALL-PHASE ELECTRIC SUPPLY CO.							
I-5665-1034074	250V Midget TD Fuse - EM	R	3/15/2023	156.04		049272		
I-5665-1034075	250V Midger TD Fuse - EM	R	3/15/2023	162.08		049272		318.12
03044	Amazon Capital Services							
I-116P-JTJL-1LLC	Hose Pump Kit - LCRA	R	3/15/2023	235.94		049273		
I-11MX-KHTH-96T9	Lock Starter Kit - WP	R	3/15/2023	21.12		049273		
I-14VY-3DJ3-39Q7	Solar Panel Starter Kit - PL	R	3/15/2023	750.74		049273		
I-19JX-FKN1-N4DL	Computer Monitor - LCRA	R	3/15/2023	217.84		049273		
I-19KH-LWMC-GJF1	CyberPower CP1350AVRLCD -LCRA	R	3/15/2023	187.63		049273		
I-1LFK-6QQJ-NX36	Office Supplies - LCRA	R	3/15/2023	443.82		049273		
I-1LFV-W71C-1LTM	Batteries - LCRA	R	3/15/2023	275.04		049273		
I-1LWN-VH37-TVYC	Blower Fan - LCRA	R	3/15/2023	28.14		049273		
I-1NX1-CW3F-MGPR	Batteries - LCRA	R	3/15/2023	30.56		049273		
I-1QH7-WFQ7-L9WH	Starter Part - LCRA	R	3/15/2023	182.39		049273		
I-1TW6-6JKF-HKNN	Toner Cartridge - LCRA	R	3/15/2023	153.64		049273		
I-1V6Q-GCFL-WR3G	2Pcs Ignition Coil - Unit EZ5	R	3/15/2023	34.21		049273		
I-1VQL-DHKC-16JV	UV Fiber Repair - WP	R	3/15/2023	26.79		049273		
I-1VYV-YG4Y-374K	Ignition Coil - LCRA	R	3/15/2023	15.00		049273		
I-1W3N-67HG-9KKV	Aree Cat Keys - LCRA	R	3/15/2023	19.14		049273		
I-1WJL-DTN9-HNDR	3T Cable Grips Steel - LCRA	R	3/15/2023	105.10		049273		
I-1YHL-4XKH-17X4	Headlight - Unit 88	R	3/15/2023	127.45		049273		2,854.55
00029	AMERICAN TOWER CORP							
I-4180316	Tower Rent - Red Mountain	R	3/15/2023	1,087.40		049275		1,087.40
00014	AQUA-FLO SUPPLY							
I-SI2072196	Pipe, COupling & ABS Cement	R	3/15/2023	847.31		049276		
I-SI2072197	Adapter & ABS DWV Plug - LCRA	R	3/15/2023	32.55		049276		
I-SI2072460	PVC Plug & Teflon Tape - LCRA	R	3/15/2023	38.31		049276		918.17
01666	AT & T							
I-000019629238	Local, Regional, long Distance	R	3/15/2023	912.45		049277		912.45
00018	AT & T MOBILITY							
I-287290467941X0323	Acct#287290467941	R	3/15/2023	245.92		049278		
I-287294256431X0323	Acct#287294256431	R	3/15/2023	786.17		049278		
I-287299383384X0323	Acct#287299383384	R	3/15/2023	77.76		049278		1,109.85
03429	AT&T							
I-3147380411	Acct#80030939773	R	3/15/2023	13.40		049279		13.40
05140	Annette Ayala							
I-87	Ojai Ave Cultural Monitor -ENG	R	3/15/2023	3,514.32		049280		3,514.32

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00030	B&R TOOL AND SUPPLY CO							
I-1900984210	Taper & Flat Washer - PL	R	3/15/2023	22.20		049281		
I-1900984541	Epoxy Coatings - WP	R	3/15/2023	1,428.77		049281		
I-1900984542	Agri Drain 15" Higned Flap-MAI	R	3/15/2023	231.02		049281		
I-1900984543	4"X84" Fork Extensions - PL	R	3/15/2023	462.45		049281		
I-1900984544	Oauk GST 32 Turbine Oil - PL	R	3/15/2023	379.28		049281		
I-1900984770	Construction Trash Pump - LCRA	R	3/15/2023	1,550.52		049281		4,074.24
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S3002767.001	Ball Valve & Union Tee - EM	R	3/15/2023	144.18		049282		
I-S3006440.001	16" Gasket W77 FS-E Ags - TP	R	3/15/2023	271.38		049282		415.56
05797	Baron Industries							
I-01 686752	Safety Lights - Unit E08	R	3/15/2023	503.13		049283		503.13
05025	Best Buy Business Advantage Ac							
I-6888129	Logitech - WP	R	3/15/2023	87.39		049284		87.39
03207	BMI PacWest Inc.							
I-19996	AC Maint - LCRA	R	3/15/2023	1,250.46		049285		1,250.46
03702	Cannon Corporation							
I-83689	WaterPark Survey - WP	R	3/15/2023	7,194.00		049286		7,194.00
00055	CASITAS BOAT RENTALS							
I-Feb 23	Gas for Boat - LCRA	R	3/15/2023	379.53		049287		379.53
03021	Central Communications							
I-000028-300-521	Call Center 02/23	R	3/15/2023	221.70		049288		221.70
00117	CERTEX USA, INC							
I-10817275-00	Slings & Sash Cords - PL	R	3/15/2023	158.73		049289		158.73
01843	COASTAL COPY							
I-1050045	Copier Usage - LCRA	R	3/15/2023	215.15		049290		215.15
00059	COASTAL PIPCO							
I-S2209584.001	Valving for CL2 - TP	R	3/15/2023	2,012.95		049291		2,012.95
00062	CONSOLIDATED ELECTRICAL							
I-9009-1031932	Brady M210-Plus - EM	R	3/15/2023	256.45		049292		256.45
05806	Deere Credit Inc							
I-2751326	Tractor - Dist. Maint	R	3/15/2023	22,680.66		049293		22,680.66

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00081	DELTA LIQUID ENERGY Commercial LP - LCRA	R	3/15/2023	39.50		049294		39.50
02544	Department of Justice Fingerprinting - EM/LCRA/WP	R	3/15/2023	128.00		049295		128.00
06008	Docu Products Copier Usage - DO	R	3/15/2023	397.16		049296		397.16
00086	E.J. Harrison & Sons Inc Acct#500546088	R	3/15/2023	278.85		049297		278.85
00086	E.J. Harrison & Sons Inc Acct#1C00054230	R	3/15/2023	2,678.16		049298		2,678.16
00086	E.J. Harrison & Sons Inc Acct#500766090	R	3/15/2023	95.13		049299		95.13
10085	ELIFEGUARD, INC. Accrue Use Tax	R	3/15/2023	202.29CR		049300		
	D-1000063221a Accrue Use Tax	R	3/15/2023	202.29		049300		
	I-1000063221 Lifeguard Uniforms - WP	R	3/15/2023	2,790.10		049300		2,790.10
05937	Enterprise FM Trust Vehicle Maintenance	R	3/15/2023	18,118.85		049301		18,118.85
00095	FAMCON PIPE & SUPPLY Pipe & Reducing Bushing - WP	R	3/15/2023	3,350.92		049302		
	I-S100097404.001 Flange Slip Van Stone - WP	R	3/15/2023	373.23		049302		3,724.15
00093	FEDERAL EXPRESS Shipping - LAB	R	3/15/2023	23.05		049303		23.05
00099	FGL ENVIRONMENTAL Annual LCRA Monitoring 1/24/23	R	3/15/2023	1,007.00		049304		
	I-301106A OWS Well Field - VOC 2/14/23	R	3/15/2023	728.00		049304		1,735.00
00104	FRED'S TIRE MAN Flat Repair - LCRA	R	3/15/2023	25.00		049305		25.00
00115	GRAINGER, INC Safety Harness - TP	R	3/15/2023	693.84		049306		
	I-9627139794 Rubber Boots - O&M	R	3/15/2023	166.05		049306		859.89

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04730	Hildebrand Consulting, LLC							
I-523	2022 Water Rate Study - ADMIN	R	3/15/2023	17,940.00		049307		17,940.00
00596	HOME DEPOT							
C-8184943	Wraparound Lights Cancell - MA	R	3/15/2023	165.10CR		049308		
I-5905080	Concrete Mix - WP	R	3/15/2023	245.32		049308		
I-7287573	Wraparound Lights - MAINT	R	3/15/2023	165.10		049308		245.32
00127	INDUSTRIAL BOLT & SUPPLY							
I-238496-1	Coar Hex Cap - WP	R	3/15/2023	154.18		049309		
I-240742-1	Coarse Hex Cap & Hex Shank -EM	R	3/15/2023	86.08		049309		240.26
05744	Kear Groundwater							
I-3120	Hydrogeologic Services - HOBO	R	3/15/2023	1,725.00		049310		1,725.00
06071	KO Tacos							
I-031723	Employee Appreciation Lunch	R	3/15/2023	900.00		049311		900.00
06066	Loomis							
I-13204999	Armored Truck Service - LCRA	R	3/15/2023	357.32		049312		357.32
05966	Lynn C Johnson Associates							
I-030123	2500.00	R	3/15/2023	2,500.00		049313		2,500.00
00151	MEINERS OAKS ACE HARDWARE							
I-033585	Twine Nulon & Lube Wire Pullin	R	3/15/2023	20.09		049314		
I-034059	Batteries, Paintbrush & Gloves	R	3/15/2023	286.14		049314		
I-034553	Batteries & Wrench - MAINT	R	3/15/2023	168.73		049314		
I-034599	Thread Locker - PL	R	3/15/2023	66.44		049314		
I-034710	Batteries & Pliers - PL	R	3/15/2023	65.31		049314		
I-035098	Oil Filter - Unit 219	R	3/15/2023	10.29		049314		
I-035167	Butt Splice - LCRA	R	3/15/2023	9.75		049314		
I-035505	Pliers - PL	R	3/15/2023	48.77		049314		
I-035531	Fittings - WP	R	3/15/2023	84.89		049314		
I-035568	Tapper Bit & Batteries - LCRA	R	3/15/2023	12.86		049314		
I-035595	Bolts & Screws - ENG	R	3/15/2023	3.43		049314		
I-035618	Batteries - MAINT	R	3/15/2023	34.24		049314		
I-035624	Saw Hole & Adapter - LCRA	R	3/15/2023	14.61		049314		
I-035763	Dowel Pin Fluted - LCRA	R	3/15/2023	7.79		049314		
I-035783	Brass Coupling Set & Rope -LAB	R	3/15/2023	75.43		049314		
I-035788	PVC Cement & Primer PVC - LCRA	R	3/15/2023	48.82		049314		
I-035912	Elbow 90L ABS - LCRA	R	3/15/2023	24.39		049314		
I-036103	Sandbags - MAINT	R	3/15/2023	94.22		049314		
I-036258	Reapir Sink - MAINT	R	3/15/2023	47.81		049314		1,124.01

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03444	Mission Linen Supply							
I-518871757	Uniform Pants - PL	R	3/15/2023	35.07		049316		
I-518871758	Uniform Pants - MAINT	R	3/15/2023	27.38		049316		
I-518871761	Uniform Pants - TP	R	3/15/2023	56.83		049316		119.28
01876	NALCO COMPANY							
I-6601805135	Reclaim Polymer - TP	R	3/15/2023	1,754.83		049317		1,754.83
05977	ODP Business Solutions, LLC							
I-292917374001	Office Supplies - LCRA	R	3/15/2023	12.85		049318		
I-292918573001	Tape - LCRA	R	3/15/2023	42.39		049318		55.24
01570	Ojai Auto Supply							
I-563273	Fuel Fil - PL	R	3/15/2023	13.06		049319		
I-563337	Starting Fluid - PL	R	3/15/2023	8.19		049319		
I-563643	Booster Cables - PL	R	3/15/2023	96.53		049319		
I-563761	Oil Filter - Unit 219	R	3/15/2023	9.43		049319		
I-563962	Lamp & Wire Brush - Unit 59	R	3/15/2023	9.07		049319		
I-564165	Lamp - Unit 71	R	3/15/2023	11.03		049319		
I-564400	Brake Parts Cleaner - EM	R	3/15/2023	14.54		049319		161.85
00165	OJAI LUMBER CO, INC							
I-2303-726707	Concrete Mix - EM	R	3/15/2023	51.37		049320		51.37
00169	OJAI VALLEY SANITARY DISTRICT							
I-24910	Cust #99991 11/22-12/22	R	3/15/2023	8,496.74		049321		8,496.74
00169	OJAI VALLEY SANITARY DISTRICT							
I-24912	Cust #20594	R	3/15/2023	302.25		049322		302.25
00169	OJAI VALLEY SANITARY DISTRICT							
I-24990	Cust #52921	R	3/15/2023	60.45		049323		60.45
00194	City of Ojai							
I-4857	Temp Use Permit 510 E Ojai Ave	R	3/15/2023	225.00		049324		225.00
04531	Peace Officers Research Associ							
I-393822	PORAC Insurance for Rangers	R	3/15/2023	192.00		049325		192.00
02187	Pitney Bowes Inc							
I-1022706622	Quarterly Postage Maint - ADM	R	3/15/2023	112.61		049326		112.61
05984	PORAC LDF							
I-711106	Legal Defence Found - LCRA	R	3/15/2023	270.00		049327		270.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00790	PROFORMA							
I-BI85009129A	Embroidered Items - LCRA	R	3/15/2023	290.93		049328		
I-BI85009260A	Safety Vest - MAINT	R	3/15/2023	80.81		049328		371.74
03554	J. Harris Industrial Water Tre							
I-2058266	Water Softner Service - WP	R	3/15/2023	173.85		049329		173.85
00306	Rincon Consultants, Inc.							
I-46405	VTA-Carp Intertie Service -ENG	R	3/15/2023	5,255.75		049330		5,255.75
06055	David Rodela							
I-Feb 23	Reimburse Expenses - 02/23	R	3/15/2023	107.74		049331		107.74
02900	Greg Romey							
I-Feb 23	Reimburse Expenses 02/23	R	3/15/2023	89.08		049332		89.08
01037	SAF-T-FLO INDUSTRIES CORP.							
I-100358	Injection Quill, RMS System	R	3/15/2023	455.75		049333		455.75
02837	Sam Hill & Sons, Inc.							
I-4408	Robles Access Road	R	3/15/2023	14,956.60		049334		14,956.60
00768	SANTA BARBARA CONTROL SYSTEMS							
I-00018079	Chemical Controler for APU	R	3/15/2023	8,075.13		049335		8,075.13
01107	SAWYER PETROLEUM							
I-S146543	Diesel - LCRA	R	3/15/2023	2,515.68		049336		
I-S146544	Gas - LCRA	R	3/15/2023	1,662.84		049336		4,178.52
04635	John Simon							
I-031023	Reimburse Expenses 03/23	R	3/15/2023	82.88		049337		82.88
02645	SonTek							
I-995411	Air Hose/Orfice kit - ENG	R	3/15/2023	774.14		049338		774.14
00048	STATE OF CALIFORNIA							
I-030223	State Water Plan Payment	R	3/15/2023	352,415.00		049339		352,415.00
02703	Sunbelt Rentals							
I-135058781-0002	500 Gak Fuel Tank - ENG	R	3/15/2023	2,089.16		049340		2,089.16
01147	SUPERIOR GATE SYSTEMS							
I-4877	Repair Exit Loop - MAINT	R	3/15/2023	150.00		049341		150.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06064	T-Mobile Acct#987771959	R	3/15/2023	110.47		049342		110.47
01173	TOICO INDUSTRIES, INC. Multi Purpose PVC - LCRA	R	3/15/2023	391.07		049343		391.07
00825	USA BLUEBOOK SI1000 PH Probe - LAB	R	3/15/2023	817.47		049344		
	I-288989 RMS Supplies - UT	R	3/15/2023	268.19		049344		1,085.66
09955	VENTURA WHOLESALE ELECTRIC SCR CVR Box - LCRA	R	3/15/2023	42.02		049345		42.02
05028	Weck Analytical Environmental Quarterly Stage 2 -DBP	R	3/15/2023	720.00		049346		720.00
00330	WHITE CAP CONSTRUCTION SUPPLY Rainsuit - LCRA	R	3/15/2023	75.41		049347		75.41
1	BANK, MECHANICS US REFUND	R	3/15/2023	1,182.46		049348		1,182.46
1	SHIPP, NOCHOLAS & RE US REFUND	R	3/15/2023	601.35		049349		601.35

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	153	1,619,696.87	0.00	1,619,696.87
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	190,031.62	0.00	190,031.62
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
			160	1,809,728.49	0.00	1,809,728.49
BANK: AP	TOTALS:		160	1,809,728.49	0.00	1,809,728.49
REPORT TOTALS:			160	1,809,728.49	0.00	1,809,728.49

Void Check #48863

2,511.31
 \$1,807,217.18

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:

Adj. Draft 000535

Voids:



Janyne Brown , Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05973	Mechanics Bank Credit Card							
I-0224231	Crowne Plaza - ADJ	D	3/08/2023	2,556.65		000535		
I-022423m	Crowne Plaza - ADJ	D	3/08/2023	164.34		000535		2,720.99

* * 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:	1	2,720.99	0.00	2,720.99
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	2,720.99	0.00	2,720.99
BANK: ADJ TOTALS:	1	2,720.99	0.00	2,720.99
REPORT TOTALS:	1	2,720.99	0.00	2,720.99

Minutes of the Casitas Municipal Water District
Board Meeting held
February 22, 2023

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Vice President Kaiser led the Pledge of Allegiance

4. AGENDA CONFIRMATION

GM Flood explained that Item 7 a will be pulled from the agenda and calendared for March 22, 2023 per the request of the claimant.

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

None

6. CONSENT AGENDA

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

6.b. Minutes of the February 8, 2023 Board Meeting.
[2 08 2023 Min.pdf](#)

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

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

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](#)

This item was pulled from the agenda and will be placed on the March 22, 2023 Agenda.

- 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](#)

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

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

- 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](#)

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

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

- 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](#)

AGM Dyer provided a presentation of proposed updates to the Rates and Regulations which had not been updated since 2009. This is not to change water rates, this defines how we conduct business with our customers. The action for the Board to take is to schedule a public hearing on March 22, 2023.

On the motion of Director Bergen, seconded by Director Brennan, a public hearing is set for March 22, 2023. This was approved by the following roll call vote:

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

- 7.e. Declare certain District property surplus and direct staff to dispose of the same.
[Board Memo Surplus Item 022223.pdf](#)

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

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

- 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](#)

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

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

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](#)

The information items were received.

9. GENERAL MANAGER COMMENTS

GM Flood reported that the lake is at 107,433 AF as of this morning, right around where we stopped in 2019. We are about 45% at 506.3 feet above sea level, an increase of 26 feet in the lake. We are still diverting and adding to the lake every day. There is more weather on the way. We did get the screen bay cleaned out in its entirety. Staff did a great job and on the

forebay we armored up the areas that eroded. There is almost no capacity in the forebay. We will continue to accumulate silt in the screen bay. We asked for \$5 million dollars for FEMA funding. We will likely be hitting one million in expenditures in the next weeks. Mr. Flood mentioned he would be out of the office March 3-6.

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

Director Brennan attended the AWA Water Issues meeting and will attend a meeting tomorrow evening at Chaparral Jr High regarding what happens when Matilija Dam comes down and what are the opportunities for the public

Director Bergen listened in on AWA talk about the difference of the 2005 and Jan 9th storm. There was a lot more bank erosion this time than 2005.

Vice President Kaiser reported that the UVRGSA meeting was cancelled.

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

Vice President Kaiser commented that he has seen tarantulas coming out on his hikes.

Vice President Kaiser moved the meeting to closed session at 5:49 p.m.

12. CLOSED SESSION

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

Vice President Kaiser moved the meeting back into open session at 6:15 p.m. with Mr. Mathews stating the board met with general and special counsel and got an update on the litigation and there is no action to be reported.

13. ADJOURNMENT

Vice President Kaiser adjourned the meeting at 6:16 p.m.

Mary Bergen, Secretary

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: CFD 2013-1 PROPERTY TAX LEVY REFUND REQUEST: DR. ROBERT FEISS (APN # 019-0-070-200 – 910 EL TORO RD, OJAI)
DATE: 02/03/2023

RECOMMENDATION:

The Board of Directors deny this request.

BACKGROUND:

Casitas MWD's Community Facilities District 2013-1 was enacted by the Casitas MWD Board of Directors during a public hearing on March 13, 2013 subsequent to a petition of the customers of Golden State Water Company's Ojai System.

A special election was held in August of 2013 authorizing the District to assess properties within the boundaries of Casitas MWD's CFD 2013-1 for the purpose of acquiring the assets of Golden State's Ojai Water System and make capital improvements thereon.

In conjunction with the creation of CFD 2013-1, David Tausig and Associates (DTA) (a consultant hired by Casitas) developed a Rate and Method of Apportionment (RMA) in order to collect funds from the properties within the CFD that would pay costs.

In September 2022, Dr. Robert Feiss contacted Casitas staff indicating that his property had not been properly assessed and has requested a refund of funds collected going back to when CFD 2013-1 was initiated.

DISCUSSION:

The Rate and Method of Apportionment (RMA) developed for the Casitas MWD CFD 2013-1 uses a few different metrics to calculate the assessment for a particular property with one of those metrics being lot size.

Dr. Robert Feiss contacted Casitas indicating that he had been working with the Ventura County Assessor's Office and that his lot size hadn't been properly calculated and changed from 1.0 Acre to 0.99 Acres.

One of the criteria in the CFD 2013-1 assessment method is a 1.0-acre threshold wherein a lot size of less than 1.0 acre would reduce the assessment approximately \$800 per year.

David Tausig and Associates (DTA) will pull data for the FY 2023-2024 tax roll in spring of 2023 and Dr. Feiss' assessment will be reduced through the County's change going forward however,

Dr. Feiss has requested that the difference be refunded going back to the inception of CFD 2013-1 in 2013. This would amount to refund of \$5,571.12.

Staff Analysis

Historically, there was one other instance where Casitas provided a refund of a CFD 2013-1 assessment which involved an error committed by the District's consultant wherein a property was assessed when it should not have been.

Dr. Feiss' situation is different in that this is a change in the physical characteristics of a property after the assessment was decided upon, vetted with the public, and bonds were sold.

The funds collected from Dr. Feiss have already be paid to the bond holders via the yearly payments to the bond holders (i.e. Casitas is not in possession of these funds). This refund would require use of any 'over-collection' of CFD 2013-1 funds that have occurred.

The CFD typically does over-collect some funds each year which is used to pay the administrative costs of the CFD.

Staff's concern is that to set a precedent of making refunds going back several years could result in a large refund in the future for which there are no CFD 2013-1 funds available.

Section G of the RMA indicates: "*No refunds shall be given in the current Fiscal Year.*", which could be interpreted to mean that refunds would be **paid** subsequent to the current fiscal year.

As a compromise and in order to provide clarity regarding refunds of 2013-1 levies, the District could institute a policy of only refunding the amount for the fiscal year in which the request is made. There would be a high likelihood that sufficient CFD 2013-1 funds would be available in a subsequent year to make refunds such as this.

The ability for the Casitas Board to make an interpretation regarding refunds is provided for in Section G of the RMA, *Appeals and Interpretations*:

The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and/or making determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be final and binding as to all persons.

CONCLUSION:

1. The Board of Directors deny this request since the funds are already in the possession of the bondholders.
2. Adopt a 'no-refund' policy in order to limit the CFD's financial exposure to future refund requests and provide clarity for the public.

Attachments:

Letter to Dr. Feiss from David Tausig and Associates (DTA) – includes CFD-2013-1 RMA
Email from Dr. Feiss requesting a refund of his 2013-1 tax levy



Michael Flood <mflood@casitaswater.com>

Special Tax (CMWD CFD 2013-1 Reimbursement for Overpayment(s))

8 messages

RFeissMD <rfeissmd@aol.com>

Sun, Oct 16, 2022 at 9:46 AM

Reply-To: [REDACTED]

To: "mflood@casitaswater.com" <mflood@casitaswater.com>

Dear Mr. Flood,

This correspondence is in follow-up to our recent conversation on Thursday, October 6, 2022. I apologize for the delay in getting this information to you. Unfortunately, I have experienced some technical (computer) issues regarding the attached files.

Firstly, I would like to thank you for your follow-up call and your supportive comments. As you may recall this matter centers around parcel # [019-0-070-200 \(910 El Toro Rd, Ojai 93023](#) - our residence) and the special tax assessment that started in 2013.

That special tax pertains to the passage of the referendum that allowed Casitas Municipal Water District to purchase Golden State Water Company's "investment/involvement" in Ojai.

For more than 25 years I was a very outspoken critic of Golden State Water Company, testifying before the Public Utilities Commission, speaking at public forums, writing articles in the newspaper, and bringing actions against Golden State Water Company (all of which were decided on my, and the community's, behalf). I was extremely active in Ojai Flow and have been an ardent advocate for Casitas Municipal Water District.

Additionally, I worked with Cinnamon Macintosh (from Casitas Municipal Water) on projects regarding drought tolerant landscaping and the design and implementation of water conservation and reclamation systems.

Accordingly, with the passage of the referendum, I understood and accepted the responsibility of having to "pay the price" and my "fair" share of the increased tax burden brought on by the purchase of Golden State Water in Ojai. As we all know, the amount of that tax burden became larger than initially anticipated and was predicated, and determined, by the reported (not necessarily actual or accurate) parcel size as it appeared on the county records. As has become only recently apparent, due to no fault of our own, and due to Ventura County's error, and perhaps a lack of due diligence, our parcel has been found to be less than 1 acre. Accordingly, we have had to incur the additional burden of "over paying" our property taxes since 2013.

Upon becoming aware of this error, I immediately contacted Casitas Municipal Water District (as revealed in my attached correspondences), explained the situation, immediately contacted the Ventura County Tax Assessor's Office, and provided all of the requested documentation that I was told would rectify the situation. Since that time it seems as though I have encountered one bureaucratic obstacle after another, with little evidence of a good faith solution offered to us.

Clearly, I do not feel that my family and I should be burdened or encumbered by the wrong doing of Ventura County's reporting system and/or the failure of accurate due diligence prior to assigning the amount of the assessed tax increase per parcel based upon size. Accordingly, I firmly and ardently believe that we are entitled to a reimbursement/ refund of the over payment of taxes dating back to 2013. As I clearly stated, I am

certainly amenable to working out a solution with Casitas Municipal Water District and / or The Ventura County Tax Collector's Office, that "works for everyone". I cannot express how strongly I feel that this is the right and just course of action. Additionally, although not desired, as I understand, there is legal precedent to support this. I understand that CMWD may have concerns about this becoming a "larger/ more generalized" concern. I would be willing to sign a non-disclosure / confidentiality agreement upon reaching an agreeable solution.

In closing, once again thank you very much for your follow-up, communication, and support. Please find attached some files that will illustrate the many (but not all) communications that I have had with The County and with CMWD. Unfortunately, I have experienced some computer issues while attempting to compress the file. Therefore, not wanting to delay any further, I am forced to send them in this format. As noted above, this certainly does not represent even a quarter of the communications regarding this issue that are in the file. These are merely some of the most recent correspondences that reflect the "communication thread" and trend. I did not want to inundate you with unnecessary files; however, if you, or the committee, need/desire more information and records I will be happy to provide them.


Needless to say, this endeavor has required many, many hours of work and has been ongoing over a period of months. Please note, that this work began immediately, without delay, upon becoming aware of Ventura County and CSWD's inaccurate records and the resulting the over billing of our property taxes. I apologize for any duplication. I look forward to speaking with you in the near future. Thank you very much.


Sincerely,


R. Feiss, MD



P.S. Please confirm receipt of this correspondence and the ability to open and view all attachment.


6 attachments


 **Correspondence #1 for M. Flood.docx**
275K

 **Correspondence #2 for M. Flood.docx**
541K

 **Correspondence #3 for M. Flood.docx**
783K

 **Correspondence #4 for M. Flood.docx**
148K

 **Correspondence #5 for M. Flood.docx**
147K

 **Correspondence #6 for M. Flood.docx**
164K

Michael Flood <mflood@casitaswater.com>
To: RFeissMD <rfeissmd@aol.com>

Mon, Oct 17, 2022 at 8:44 AM

Received, thank you.

Once I've been able to make contact with the District's bond counsel, I'll let you know when this will be reviewed by the Casitas Board of Directors.

[Quoted text hidden]

--

Michael Flood



September 23, 2022

VIA EMAIL

FEISS ROBERT E-JIN Y TR
910 EL TORO ROAD
OJAI, CA 93023
Email: [REDACTED]

Re: Community Facilities District No. 2013-1 (Ojai) Special Tax Adjustment
Assessor Parcel Number 019-0-070-200 / 504 West Aliso Street

Dear Dr. Feiss:

DTA, Inc. ("DTA") and Casitas Municipal Water District ("CMWD") have reviewed your inquiry of the Casitas Municipal Water District Community Facilities District No. 2013-1 (Ojai) ("CFD No. 2013-1") special tax relating to Assessor Parcel Number 019-0-070-200 ("Subject Property"), and more specifically the potential acreage adjustment of Subject Property processed by Ventura County ("County"). After reviewing the provisions of the Rate and Method of Apportionment ("RMA") of CFD No. 2013-1 which governs the implementation of the special tax, DTA and CMWD would like to share the following findings with you. Any capitalized terms not defined herein shall have the meanings set forth in the RMA included as Attachment A.

- **Assignment of Subject Property to RMA Land Use Class 1**

Subject Property has a Parcel Square Footage of 43,560 square feet as identified by 1) the currently available Ventura County Assessor Parcel Map, and 2) the Ventura County Assessment Roll for fiscal year 2022-2023. Pursuant to the provisions contained in the RMA an **Assessor's Parcel** containing a Single Family Detached Unit shall be assigned to a Land Use Class based on the land area of such Assessor's Parcel as shown on an **Assessor's Parcel Map**. Please refer to applicable defined terms set forth in the RMA which are also identified below:

***"Assessor's Parcel"** means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor Parcel Map or the applicable assessment roll.*

***"Assessor's Parcel Map"** means an official map of the County Assessor designating parcels by Assessor's Parcel number.*

In order to maintain compliance with the RMA any type of parcel size adjustment to an Assessor's Parcel within CFD No. 2013-1 would need to be identified on the Ventura County Assessor Parcel Map. Accordingly, as the currently available Assessor's Parcel Map identifies a Parcel Square Footage of 43,560, the assignment of Subject Property shall remain in Land Use Class 1.

Conclusion: The Ventura County Assessor Parcel Map clearly identifies Subject Property as one acre. The assignment of Subject Property shall remain in Land Use Class 1 until an updated Assessor Parcel Map is available identifying a modified Parcel Square Footage for Subject Property.

- ***Adjustment of Special Tax for Subject Property***

Section G of the RMA states the CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. No refunds shall be given in the current Fiscal Year.

If you decide to move forward with providing a written appeal of your Special Tax please be advised that pursuant to the provisions contained in Section G of the RMA, CFD No. 2013-1 is not able to provide refunds of Special Tax payments. Specific Special Tax levels are approved each year in an amount necessary to pay debt service on Outstanding Bonds and for the payment of Administrative Expenses. Accordingly, a Special Tax adjustment for any Assessor's Parcel within CFD No. 2013-1 would need to be evaluated before the time that such Special Tax is approved by the CMWD Board of Directors, allowing the CFD Administrator time to make applicable Special Tax adjustments to ensure for the full financing of upcoming debt service payments and administrative expenses.

Conclusion: CFD No. 2013-1 is not authorized to issue Special Tax refunds. CFD No. 2013-1 is authorized (if deemed appropriate) to modify Special Tax payments through an adjustment of such Special Tax levy in a following Fiscal Year.

I hope that these explanations have helped you better understand the position of DTA and CMWD. In the future, please feel free to contact me as well as the Casitas Municipal Water District with any questions regarding the application of the RMA and/or the use of the CFD No. 2013-1 Special Tax.

Very truly yours,



Shayne M. Morgan
Senior Vice President

Cc Janyne Brown, Casitas Municipal Water District <jbrown@casitaswater.com>

ATTACHMENT A

RATE AND METHOD OF APPORTIONMENT

**RATE AND METHOD OF APPORTIONMENT FOR
CASITAS MUNICIPAL WATER DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2013-1 (OJAI)**

A Special Tax shall be levied on all Assessor's Parcels of Taxable Property in Casitas Municipal Water District ("CMWD") Community Facilities District No. 2013-1 (Ojai) ("CFD No. 2013-1") and collected each Fiscal Year, commencing in Fiscal Year 2013-14, in an amount determined through the application of this Rate and Method of Apportionment as described below. All of the real property in CFD No. 2013-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other map or plan recorded with the County or the land area calculated to the reasonable satisfaction of the CFD Administrator using the boundaries set forth on such map or plan. The parcel square footage of an Assessor's Parcel is equal to the Acreage of such parcel multiplied by 43,560 (the "Parcel Square Footage").

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2013-1, including but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by CMWD or designee thereof or both); the costs of collecting the Special Taxes (whether by CMWD or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to CMWD, CFD No. 2013-1 or any designee thereof of complying with arbitrage rebate requirements; the costs to CMWD, CFD No. 2013-1 or any designee thereof of complying with disclosure requirements of CMWD, CFD No. 2013-1 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of CMWD, CFD No. 2013-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and CMWD's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated by CMWD or advanced by CMWD or CFD No. 2013-1 for any other administrative purposes of CFD No. 2013-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel to which an Assessor's parcel number is assigned as determined from an Assessor Parcel Map or the applicable assessment roll.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Facilities” means those facilities eligible to be funded by CFD No. 2013-1, as set forth in the Resolution of Intention to establish CFD No. 2013-1 as adopted by CMWD.

“Bond Issue” means one series of CFD No. 2013-1 Bonds.

“Certificate of Occupancy” means a certificate issued by the City or the County that authorizes the actual occupancy of Developed Property by a resident(s) or a business(es).

“CFD Administrator” means the Person designated by CFD No. 2013-1 to administer the Special Tax according to this RMA.

“CFD No. 2013-1” means CMWD Community Facilities District No. 2013-1 (Ojai).

“CFD No. 2013-1 Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued or incurred by CMWD for CFD No. 2013-1.

"City" means the City of Ojai.

"Commercial Property" means all Assessor’s Parcels of Non-Residential Property excluding Industrial Property.

“Condominium Unit” means (1) a residential condominium as described in Civil Code Section 1351(f) and (2) any residential dwelling that is not a Single Family Detached Unit or a dwelling unit located on Multifamily Attached Property, as determined by the CFD Administrator.

“County” means the County of Ventura.

“Developed Property” means, for each Fiscal Year, all Taxable Property, for which a building permit was issued on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which CFD No. 2013-1 Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Industrial Property" means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: manufacturing, procession, fabricating, assembly, refining, repairing, packaging, or treatment of goods, material or produce; research and development; and/or warehousing and wholesale distribution of goods, material, or produce.

“Land Use Class” means any of the classes listed in Table 1, below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Multifamily Attached Property” means an Assessor's Parcel on which is located a structure or structures with multiple residential dwelling units, all of which are offered for rent and are not available for sale to individual owners.

“Non-Residential Floor Area” means the total building square footage of the non-residential building(s) located on an Assessor’s Parcel, measured from outside wall to outside wall, not including space devoted to stairwells, basement storage, required corridors, public restrooms, elevator shafts, light courts, vehicle parking and areas incident thereto, mechanical equipment incidental to the operation of such building, and covered public pedestrian circulation areas, including atriums, lobbies, plazas, patios, decks, arcades and similar areas, except such public circulation areas or portions thereof that are used solely for commercial purposes. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City's Building Division or the County's Building and Safety Division, as reasonably determined by the CFD Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit permitting the construction thereon of one or more non-residential facilities has been issued by the City or the County.

“Outstanding Bonds” means all CFD No. 2013-1 Bonds which are outstanding under an Indenture.

“Property Owner Association Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2013-1 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year, (ii) any property located in a Final Subdivision that was recorded as of the May 1 preceding the Fiscal Year in which the Special Tax is being levied and which, as determined from such Final Subdivision, is or will be open space, a common area recreation facility, or a private street, or (iii) any property which, as of the May 1 preceding the Fiscal Year for which the Special Tax is being levied, has been conveyed, irrevocably dedicated, or irrevocably offered to a property owner’s association, including any master or sub-association, provided such conveyance, dedication, or offer is submitted to the CFD Administrator by May 1 preceding the Fiscal Year for which the Special Tax is being levied.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means property within the boundaries of CFD No. 2013-1 that is (i) owned by, or irrevocably offered or dedicated to, the federal government, the State, the County, the

City, CMWD, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall not be considered Public Property and shall be taxed and classified according to its actual use; or (ii) encumbered by a public utility easement making impractical its use for any purpose other than that set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit permitting the construction thereon of one or more residential dwelling units has been issued by the City or the County. Residential Property includes Single Family Detached Units, Condominium Units and units located on Multi-Family Attached Property.

“Single Family Detached Unit” means an individual residential dwelling unit that does not share a common wall with another residential dwelling unit.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 2013-1 to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required in any Fiscal Year, commencing in Fiscal Year 2013-2014, for CFD No. 2013-1 to: (i) pay debt service on all Outstanding Bonds due in the calendar year commencing in such Fiscal Year; (ii) pay periodic costs with respect to the CFD No. 2013-1 Bonds, including but not limited to, costs of credit enhancement and federal arbitrage rebate payments due in the calendar year commencing in such Fiscal Year; (iii) pay Administrative Expenses payable or expected to be payable in the calendar year commencing in such Fiscal Year; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) replace revenue that CFD No. 2013-1 reasonably expects not to receive due to anticipated Special Tax delinquencies, if and to the extent deemed necessary and supported by a written explanation and calculation; (vi) pay any litigation expenses and costs CMWD is required to pay to Golden State Water Company pursuant to California Code of Civil Procedure Section 1268.610 et seq. if CMWD files eminent domain to acquire Golden State’s Ojai water utility and the eminent domain proceeding is abandoned or dismissed for any reason; (vii) pay directly for the acquisition or construction of Authorized Facilities; less (viii) a credit for funds available to reduce the annual Special Tax levy.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels of Developed Property within the boundaries of CFD No. 2013-1 which are not exempt from the Special Tax pursuant to applicable law or Section E below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means property that is not Developed Property, Property Owner Association Property or Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2013-1 shall be classified as Developed Property, Undeveloped Property, Property Owner Association Property or Public Property, and shall be subject to Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

Developed Property shall be assigned to Land Use Classes 1 through 8 as listed in Table 1 below.

(1). Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel determined to be Developed Property shall be based on the Land Use Class in Table 1 within which such Assessor’s Parcel is classified. As indicated in the table, the Maximum Special Tax may be increased after the CFD sells an additional Bond Issue.

TABLE 1

**Maximum Special Tax for Developed Property within
Community Facilities District No. 2013-1 (Ojai)
Fiscal Year 2013-2014**

Land Use Class	Description	Parcel Square Footage	Maximum Special Tax	
			Prior to 2nd Bond Issue	After 2nd Bond Issue
1	Single Family Detached Unit	43,560 Sq. Ft. or greater	\$345 per unit	\$2,093 per unit
2	Single Family Detached Unit	22,000 to less than 43,560 Sq. Ft.	\$203 per unit	\$1,235 per unit
3	Single Family Detached Unit	10,000 to less than 22,000 Sq. Ft.	\$122 per unit	\$741 per unit
4	Single Family Detached Unit	Less than 10,000 Sq. Ft.	\$79 per unit	\$480 per unit
5	Condominium Unit	NA	\$67 per unit	\$407 per unit
6	Multifamily Attached Property	NA	\$57 per unit	\$349 per unit

Land Use Class	Description	Parcel Square Footage	Maximum Special Tax	
			Prior to 2nd Bond Issue	After 2nd Bond Issue
7	Commercial Property	NA	\$0.050 per square foot of Non-Residential Floor Area	\$0.303 per square foot of Non-Residential Floor Area
8	Industrial Property	NA	\$0.026 per square foot of Non-Residential Floor Area	\$0.159 per square foot of Non-Residential Floor Area

(2). Increase in the Maximum Special Tax

The Fiscal Year 2013-14 Maximum Special Tax, identified in Table 1 above, shall increase annually, commencing on July 1, 2014 and on July 1 of each Fiscal Year thereafter, by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

(3). Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel in such case shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final in the absence of manifest error.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2013-14 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirement and shall provide for the levy the Special Tax as follows:

The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the Maximum Special Tax in order to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which a Certificate of Occupancy has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year as a consequence of delinquency or default by the owner(s) of any other Assessor's Parcel(s) within CFD No. 2013-1.

E. EXEMPTIONS

No Special Tax shall be levied on Public Property and/or Property Owner Association Property in CFD No. 2013-1. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, it shall become subject to the Special Tax.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CMWD may directly bill the Special Tax, and/or may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels.

G. APPEALS AND INTERPRETATIONS

Any landowner or resident who feels that the amount of the Special Tax levied on his/her Assessor's Parcel is in error may submit a written appeal to the CFD Administrator, provided that the appellant is current in his/her payment of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The CFD Administrator shall review the appeal and if the CFD Administrator concurs, the amount of the Special Tax levied shall be appropriately modified through an adjustment to the Special Tax levy in the following Fiscal Year. No refunds shall be given in the current Fiscal Year.

The CFD Administrator may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and/or making determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the CFD Administrator shall be final and binding as to all persons.

H. PREPAYMENT OF THE SPECIAL TAX

The following additional definitions apply to this Section H:

“CFD Public Facilities Costs” means either \$42,250,000 in 2013 dollars, which shall increase by the Construction Inflation Index on July 1, 2014, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide funding for all of the Authorized Facilities, or (ii) shall be determined by CMWD concurrently with a covenant that it will not issue any more CFD No. 2013-1 Bonds (except refunding bonds) to be supported by the Special Tax levy under this Rate and Method of Apportionment as described in Section D herein.

“Construction Inflation Index” means the annual percentage change in the Engineering News Record Building Cost Index for the City of Los Angeles, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD

Administrator that is reasonably comparable to the Engineering News Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities Costs minus (i) costs of Authorized Facilities previously paid from the Improvement Fund, (ii) moneys currently on deposit in the Improvement Fund available to pay costs of Authorized Facilities, (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance the cost of Authorized Facilities, and (iv) the amount the CFD Administrator reasonably expects to derive from the reinvestment of these funds.

“Improvement Fund” means a fund or account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct Authorized Facilities.

“Previously Issued Bonds” means, for any Fiscal Year, all Outstanding Bonds that are still outstanding under the Indenture after the principal payment date following the current Fiscal Year.

1. Prepayment in Full

The obligation of the Assessor’s Parcel to pay the Special Tax may be fully prepaid and permanently satisfied as described herein, provided that a prepayment may be made only for Assessor’s Parcels of Developed Property, or an Assessor’s Parcel of Undeveloped Property for which a building permit has been issued, and only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount for such Assessor’s Parcel. The CFD Administrator may charge such owner a reasonable fee for providing this service. If there are Outstanding Bonds, prepayment must be made not less than 30 days prior to the next occurring date that notice of redemption of CFD No. 2013-1 Bonds from the proceeds of such prepayment may be given by the Trustee pursuant to the Indenture.

The Special Tax Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Prepayment Fees and Expenses
less	Reserve Fund Credit
less	Capitalized Interest Credit
Total: equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Special Tax Prepayment Amount shall be calculated as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Maximum Special Tax. For Assessor's Parcels of Undeveloped Property for which a building permit has been issued, compute the Maximum Special Tax for that Assessor's Parcel as though it were already designated as Developed Property, based upon the building permit which has already been issued for such Assessor's Parcel.
3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total estimated Maximum Special Tax levy for the entire CFD No. 2013-1 based on the Developed Property Special Tax which could be levied in the current Fiscal Year on all Developed Property CFD No. 2013-1, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Previously Issued Bonds to compute the amount of Previously Issued Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (e.g., the redemption price-100%), if any, on the Previously Issued Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the bond principal payment date following the current Fiscal Year until the earliest redemption date for the Previously Issued Bonds. Notwithstanding the above, if the Previously Issued Bonds may be redeemed in the current Fiscal Year, but after the date of prepayment, the amount needed to pay the interest under this step shall equal zero.
9. Determine the Special Tax levied on the Assessor's Parcel in the current Fiscal Year which has not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Special Tax Prepayment Amount less the Future Facilities Amount and the Prepayment Fees and Expenses (defined below) from the date of prepayment until the redemption date for the Previously Issued Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").

12. The prepayment fees and expenses of CFD No. 2013-1 are as calculated by the CFD Administrator and include the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2013-1 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the “Prepayment Fees and Expenses”).
13. The reserve fund credit (the “Reserve Fund Credit”) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Previously Issued Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Previously Issued Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero. No Reserve Fund Credit shall be granted if the amount then on deposit in the reserve fund for the Previously Issued Bonds is below the reserve requirement (as defined in the Indenture).
14. If any capitalized interest for the Previously Issued Bonds is projected to remain unexpended as of the date immediately following the principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund or account on such date (the “Capitalized Interest Credit”).
15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the “Special Tax Prepayment Amount”).

From the Special Tax Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire CFD No. 2013-1 Bonds or make debt service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Improvement Fund. The amount computed pursuant to paragraph 12 shall be retained by CMWD.

Upon confirmation of the payment of the current Fiscal Year’s Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year’s Special Tax levy for such Assessor’s Parcel from the County tax rolls. With respect to any Assessor’s Parcel that is prepaid, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless, at the time of such proposed prepayment, the amount of Maximum Special Tax that may be levied on Taxable Property within CFD No. 2013-1 (after excluding the property exempted under Section E herein) after the proposed prepayment is at least equal to the sum of (i) the Administrative Expenses, as defined in Section A above, and (ii) 1.10 times the debt service necessary to support the remaining Outstanding Bonds in each corresponding Fiscal Year.

2. Prepayment in Part

The obligation of the Assessor's Parcel to pay the Special Tax may be partially prepaid as described herein, provided that a partial prepayment may be made only for Assessor's Parcels of Developed Property, or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued, and only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = [(PE - PFE) \times D] + PFE$$

These terms have the following meaning:

PP = the partial prepayment.

PE = the Special Tax Prepayment Amount calculated according to Section H.1.

D = the percentage, expressed as a decimal, by which the owner of the Assessor's Parcel is partially prepaying the Special Tax.

PFE = the Prepayment Fees and Expenses calculated according to Section H.1.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax and the percentage by which the Special Tax shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for his/her Assessor's Parcel within 30 days of the request and may charge a reasonable fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute or cause to be distributed the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 2013-1 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - D) of the remaining Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D herein.

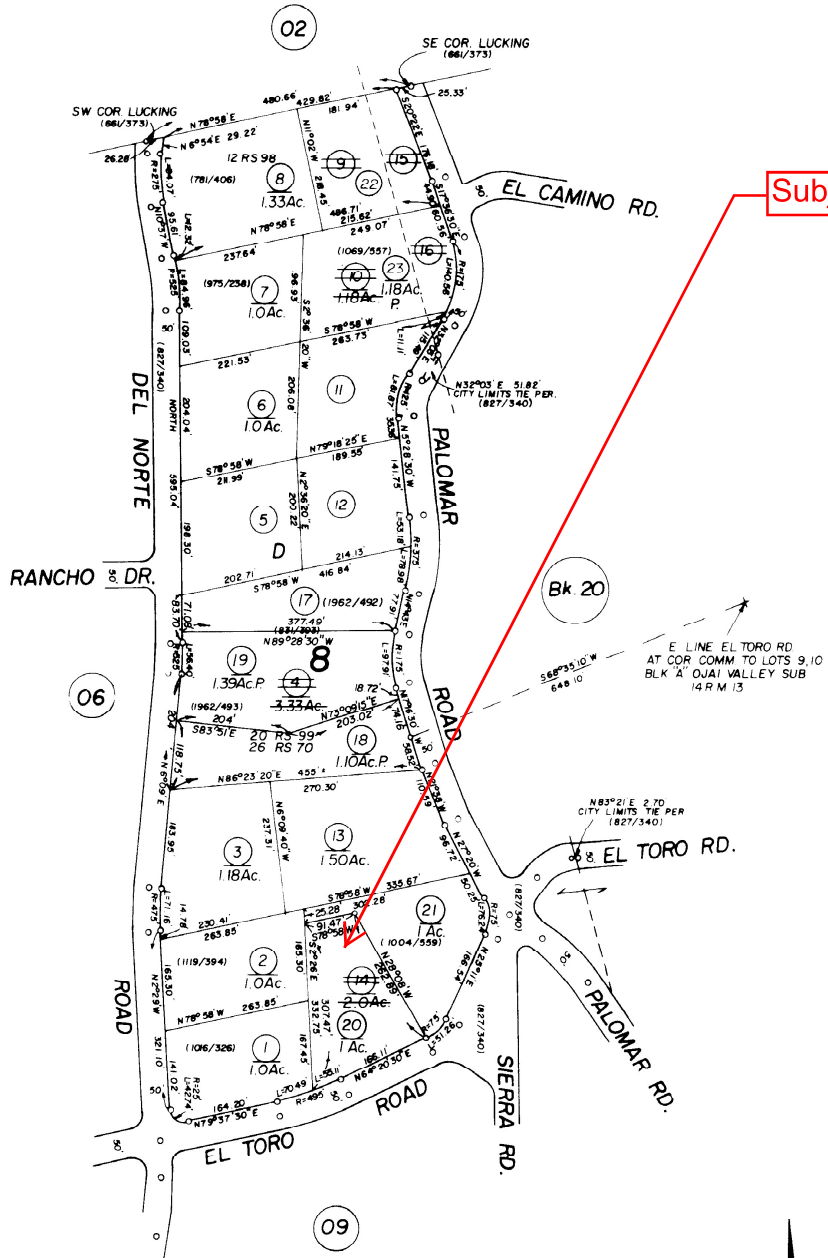
I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a period not to exceed forty years commencing with Fiscal Year 2013-14, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on the CFD No. 2013-1 Bonds have been paid.

ATTACHMENT B

**ASSESSOR PARCEL MAP
(SUBJECT PROPERTY)**

The Ojai Valley Co. Sub., Unrecorded
 Rancho Ojai, Bard Sub., M.R. Bk.5, Pg.25 1/2



Subject Property

RANCHO OJAI, P.O.R. TRACT 8

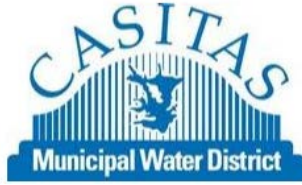
Tax Rate Area
 70120

019-07

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE
 DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.
 CHECK WITH COUNTY SURVEYORS OFFICE OR
 CANNON DESIGN TO VERIFY.

DRAWN	REVISED	11-15-2000
REDRAWN	CREATED	
INKED	PLOTTED/EFFECTIVE	ROLL
	PREVIOUS Bk. Partion Pg.	
Compiled By Ventura County Assessor's Office		

UNINCORPORATED AREA
 Ventura County Assessor's Map.
 Assessor's Block Numbers Shown in Ellipse.
 Assessor's Parcel Numbers Shown in Circles.
 Assessor's Mineral Numbers Shown in Squares.



Draft Casitas MWD Community Facilities District 2013-1 Assessment Refund Policy

March XX, 2023

Purpose

Provide clarity for the public as to the ability for property owners within the Casitas MWD Community Facilities District 2013-1 (CFD 2013-1) to apply for and receive refunds of past assessments.

Policy

It is the policy of the Board of Directors of the Casitas MWD CFD 2013-1 that refund of property assessments from previous fiscal years in conjunction with the Casitas MWD CFD 2013-1 is hereby forbidden.

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
Toper soil (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
Board Memo

DATE: March 17, 2023

TO: Board of Directors

FROM: Michael Flood; General Manager

SUBJECT: Discussion and possible action on Casitas MWD's provision of General Manager services to the Ojai Basin Groundwater Management Agency (OBGMA).

RECOMMENDATIONS:

- a. Direct Casitas MWD staff to develop an agreement between Casitas MWD and the Ojai Basin Groundwater Management Agency (OBGMA) for General Manager services.
- b. Approve a temporary promotion of Casitas MWD Engineering Manager, Julia Aranda to Casitas MWD Assistant General Manager (Range M35).

BACKGROUND:

During a recent meeting of the Ojai Basin Groundwater Management Agency, the current General Manager announced his retirement from the position effective in April 2023.

Casitas MWD was contacted to understand if the District could provide General Manager services to the OBGMA on a temporary and possibly, more permanent basis.

Casitas MWD Engineering Manager, Julia Aranda is being considered to provide the needed services.

DISCUSSION:

The OBGMA was created by the Legislature of the State of California in 1991 and has a five-member Board of Directors with Casitas MWD holding one of those directorships.

Upon acquiring the Ojai Water System in 2017, Casitas MWD pays quarterly fees to the OBGMA based on the volume of water it pumps from the Ojai Groundwater Basin.

The OBGMA currently has only one employee and contracts with consultants for bookkeeping, engineering, hydrological, General Manager, and any other services deemed necessary by its Board of Directors.

The most significant task the OBGMA has before it is implementation of its Groundwater Sustainability Plan that was submitted to the State of California in January of 2022.

The OBGMA Board of Directors typically meets only once per month.

The duties of the OBGMA General Manager are typical of that of a small public agency such as board agenda development, monthly financial tracking, consultant coordination, and annual budgets/audits.

While arrangements for the members of a public agency such as the OBGMA to provide services are not uncommon, the position of General Manager would most likely be filled by someone at the Assistant General Manager level or higher.

This type of arrangement typically involves a cost-sharing agreement between the agencies.

Casitas MWD's Engineering Manager, Julia Aranda has agreed to take on the duties of OBGMA's General Manager which will be in addition to her duties at Casitas MWD.

Julia should be promoted to Assistant General Manager with Casitas MWD while she is also responsible for the duties of the General Manager of the OBGMA.

BUDGETARY IMPACT:

The additional cost of the promotion was not included in the 2023 Casitas MWD fiscal year budget and is not expected to exceed \$1,700 per month.

Current Exempt Salary (M32): \$105.953/Hour

Proposed Exempt Salary (M35): \$115.11/Hour

Note: Management salaries are exempt from overtime.

**CASITAS MUNICIPAL WATER DISTRICT
Board Memo**

DATE: 03/17/2023

TO: Board of Directors

FROM: Michael Flood, General Manager

SUBJECT: Set a hearing for the April 26, 2023 Regular Meeting of the Casitas MWD Board of Directors for adjustments to fees at the Lake Casitas Recreation Area (LCRA) and Casitas Water Adventure (CWA).

RECOMMENDATION

The Board of Directors set a hearing for adjustments to fees at the LCRA and CWA for the April 26, 2023 Regular Meeting of the Casitas MWD Board of Directors.

BACKGROUND AND OVERVIEW

A fee survey was completed for the purpose of evaluating the current market rate for Lake Casitas Recreation Area services and fees. The informal survey was conducted with information being gathered for camping, entrance, annual frequent visitor passes, trailer storage, administrative, and water park fees. The overall goal is to stay within the market rate without overpricing.

The Recreation Committee reviewed this item at the March 2023 Committee Meeting.

ANALYSIS

Based on the information gathered, staff identified the following fees in need of adjustment: Administrative, User, Group Sites, Trailer Storage, the Snowbirds Program, and the Casitas Water Adventure.

Administrative fees are used for maintaining operations, maintenance, personnel, equipment, and office supplies and along with User fees, (camping, boating, day use, and annual frequent visitor passes) have an increased in cost with the highest cost component being personnel.

The LCRA operates on a user fee basis, and the goal of the user fees are to offset costs and to also allow for development of improvement projects. This also includes salaries and benefits along with administrative services provided by District staff. User fees were last evaluated in 2020.

The consideration of increase to User fees is intended to adjust with the increasing cost of maintaining operations.

Camping is the LCRA's largest revenue source, and has the greatest costs associated with operations and maintenance. Camping fees were last evaluated and adjusted in 2022, with the exception for Group camping sites. Group camping sites include Owl Court, Trout and Pollywog which are popular sites for large gatherings. These group sites were last evaluated in 2018, and these sites are typically based at the low tent site rate currently \$40 off season and \$46 on season.

Trailer Storage was last increased in 2021 and has been identified for fee increase based on comparable costs in the region.

The Snowbirds Program fee was last adjusted in 2022. Executive sites have been selling out completely and the other site types have had 80% to 90% occupancy. Weekly sewer pumping was also added last year for Snowbird sites that lack sewer connections. Staff believes both site types should be adjusted to cover increased costs. Note that the Snowbirds program has a sixty-night minimum.

The Casitas Water Adventure's (CWA) newest attraction is arriving in May 2023 for campers and day users visiting the LCRA. This will require an entrance fee adjustment and restructuring of the CWA those fees based on comparable cost. The new Aquatic Play Structure (APS) is also being financed and fees must take into account the loan payments associated with that financing. The new APS will provide not only an increased capacity for the CWA but also allow guests of all ages an enhanced experience.

The new APS will require additional lifeguards, to monitor the slides, floor and the area surrounding the structure. The CWA has the highest staffing costs due to the large amount of personnel needed to operate the Lazy River and the APS.

The CWA fees need to be implemented prior to the May 2023 opening with ticket sales projected to begin in April 2023.

Refer to the table below of the current LCRA user fees, and proposed user fees for the Committee's consideration.

Lake Casitas Recreation Area User Fees:

	CURRENT		PROPOSED	
	Everyday	Sat-Sun & Holidays	Everyday	Sat-Sun & Holidays
	Non Season	Easter thru Labor Day	Non Season	Easter thru Labor Day
Motor Vehicle Permits: walk-in and bicycle free				
Per day, per motor vehicle	\$10.00	\$20.00		
Per day, per passenger bus	\$30.00	\$30.00		
Per day, per pet Note: 1 Pet Included with FV Decal	\$3.00	\$3.00		
Per night, per pet Note: 1 Pet Included with FV Decal	\$5.00	\$5.00		
Boat Permits:				
Per day, per boat (Subject to Quarantine)	\$15.00	\$15.00		
Per day, per canoe, kayak (Subject to Quarantine)	\$3.00	\$3.00		
Non-Emergency Boat Tow	\$50.00	\$50.00		
Per night, per boat *out of sync with similar fees	\$25.00	\$25.00		
Canoe/Kayak per night, per unit	\$4.00	\$4.00		
Tamper Proof Cable & Lock and Inspection	\$68.00	\$68.00		
Re-inspection (no cable, lock)	\$20.00	\$20.00		
Annual Permits				
Frequent Visitor Annual Decal (includes 1 Pet)	\$150.00	\$150.00	\$160.00	\$160.00
Senior Frequent Visitor Annual Decal (65+) (includes 1 Pet)			\$155.00	\$155.00
Additional FV Annual Decal (Same household)	\$70.00	\$70.00	\$75.00	\$75.00
Annual Boat Permit	\$145.00	\$145.00		
Annual Canoe/Kayak Permit	\$40.00	\$40.00		
Replacement/transfer of Annual Permit	\$5.00	\$5.00	\$20.00	\$20.00
Picnic Area Reservation	\$175.00	\$175.00		
Casitas Water Adventure				
Single Splash Pass (0-2-year-old free)	\$15.00	\$17.00	\$20.00	\$23.00
Late Day Pass after 3 pm weekdays only	\$8.50	\$8.50	\$15.00	N/A
2 Day Pass eliminated				
Season Pass weekday only	\$75.00	N/A	\$100.00	N/A
Group Sales 25 minimum weekdays only	\$12.00	N/A	\$18 @ 25	N/A
Reservation Fee	\$10.00	\$10.00		
Shade Canopy rental must buy at least 10 tickets	\$75.00	\$75.00		
Camping Permits: Per night, per vehicle, per site. Maximum in all sites - 8 persons				
Tent Sites	\$40.00	\$46.00		
Basic sites electric & water only	\$55.00	\$65.00		
Deluxe sites, electricity, water, sewer & concrete pad	\$70.00	\$77.00		
Executive sites, electricity, water, sewer & concrete pad	\$79.00	\$87.00		
Premium Executive and Deluxe sites	\$55-\$84	\$65-\$92		
Overflow, per unit, per night	\$48.00	\$48.00		
Extra vehicle per night - based on availability	\$14.00	\$20.00	\$18.00	\$24.00
Late Check-Out / Renewal Fee	\$24.00	\$24.00		
Cancel / Change Reservation Fee, Per Site	\$6.00	\$6.00	25%-50%	25%-50%

Lake Casitas Recreation Area User Fees:

	CURRENT		PROPOSED	
	Everyday	Sat-Sun & Holidays	Everyday	Sat-Sun & Holidays
	Non Season	Easter thru Labor Day	Non Season	Easter thru Labor Day
Non-Refundable Reservation Fee, Per Site	\$10.00/\$15.00	\$10.00/\$15.00	\$15.50	\$15.50
Snowbird Off-Season Agreement Contract 60 nights minimum				
Snowbird Basic sites electric & water only	\$40.00	N/A	\$45.00	N/A
Snowbird Deluxe sites electricity, water & concrete pad	\$40.00	N/A	\$45.00	N/A
Snowbird Executive sites electricity, water, sewer, & concrete pad	\$53.00	N/A	\$63.00	N/A
Group Camping				
Owl Court Camp Group Area per night	\$390.00 Includes 10 vehicles	\$430.00 Includes 10 vehicles		
Owl Court Camp Group Area – Reservation Fee	\$100.00			
Trout Camp Group Area per night	\$390.00 Includes 10 vehicles		\$410.00 Includes 10 vehicles	
Trout Camp Group Area – Reservation Fee	\$100.00			
Pollywog Camp Group Area per night	\$195.00 Includes 5 vehicles		\$205.00 Includes 5 vehicles	
Pollywog Camp Group – Reservation Fee	\$50.00			
Picnic Area Reservation	\$175.00			
Recreational Vehicle Storage				
Back in storage sites up to 32 feet	\$126.00 \$63.00 after the 15 th of the month		\$135.00 \$67.00 after the 15 th of the month	
Pull thru storage sites up to 45 feet	\$150.00 \$75.00 after the 15 th of the month		\$160.00 \$80.00 after the 15 th of the month	
Canoe / Kayak storage racks	\$20.00			
Impound fee	\$60.00			

CASITAS MUNICIPAL WATER DISTRICT
Board Memo

DATE: March 17, 2023

TO: Board of Directors

FROM: Michael Flood; General Manager

SUBJECT: **Approve a five-year Casitas Water Adventure Seasonal Snack Bar Concession Agreement with Carlos Hernandez**

Recommendation:

The Board approve the attached five (5) year agreement between the Casitas Municipal Water District and Carlos Hernandez to provide the Casitas Water Adventure with seasonal snack bar services.

Background:

In October 2011, the Casitas Municipal Water District and the Bureau of Reclamation executed a twenty-five-year Management Agreement for the Lake Casitas Recreation Area which allows Casitas to enter into Concession agreements.

In November 2022, the Bureau of Reclamation liaison reviewed a request for proposal document completed by LCRA staff for the Casitas Water Adventure (CWA) Snack Bar Concession. The RFP was then distributed to the public. A walk through for prospective concessionaire bidders was held on December 1, 2022 with the proposal submittal deadline of December 23, 2022.

Carlos Hernandez was the only bidder with a proposal of 15% of gross snack bar sales for compensation to Casitas.

Carlos Hernandez was the previous concessionaire for the CWA and comes with experience. Based on the income received from the previous past five years it is apparent Carlos Hernandez has the ability to operate the Snack Bar concession successfully.

The Recreation Committee reviewed this item at the March 2023 Committee Meeting.

Analysis:

The Casitas Water Adventure Seasonal Snack Bar provides customers visiting the Casitas Water Adventure with food and snack options. Carlos Hernandez and his wife Nancy Hernandez currently operate the concession for the Casitas Marina Café and it is similar in nature to the Snack Bar Concession. Carlos and Nancy have proven and responsive food industry experience and the proposal is beneficial to Casitas therefore, it is recommended the Board approve the attached contract for a five-year agreement with the Carlos Hernandez.



**CONCESSION AGREEMENT FOR
THE OPERATION AND MANAGEMENT OF
THE LAKE CASITAS RECREATION AREA
CASITAS WATER ADVENTURE
SEASONAL SNACK BAR**

Lake Casitas Recreation Area,
11311 Santa Ana Road, California 93001
(805)-649-2233

TABLE OF CONTENTS

Description	Page #
1. Incorporation by Reference	2
2. Definitions.....	2
3. Interpretations	2
4. Grant of Concession.....	2
5. Demised Premises	2
6. Inundation or Drought.....	3
7. Term of Agreement	3
8. Payments	4
9. Accounting.....	4
10. Operations	5
11. Maintenance	11
12. Fees & Taxes	12
13. Rights of Casitas and USBR	12
14. Indemnification	12
15. Insurance.....	13
16. Restoration Following Damage or Destruction of Demised Premises	15
17. Non-Assignment.....	15
18. Third Party Contracts and Permits	16
19. Improvements, Equipment, and Inventory	16
20. Review of Administration, Operation, Maintenance & Development	16
21. Examination of Records	17
22. Notice to Cure/Dispute Resolution	17
23. Termination	17
24. Cancellation Upon Default.....	18
25. Right of Entry.....	19
26. Independent Contractor.....	20
27. Severability	20
28. Notice	20
29. Board Review	20
30. Merger and Modification.....	20
31. Attorney's Fees	21
32. Assignment.....	21
33. Successors in Interest.....	21
34. Designated Representatives/Notices	21
35. Agreement Drafting Considerations	22
Appendix 1 - Definitions	25
Appendix 2 - List of Acronyms.....	26
Exhibit A	27
Exhibit A-1 - Aerial of LCRA.....	28
Exhibit A-2 - Aerial of Boundaries of Demised Premises.....	29
Exhibit B - Environmental Requirements	30
Exhibit C - Americans with Disabilities Requirements	32
Exhibit D-1 - Equal Opportunity Requirements	33
Exhibit D-2 - Certification of Nonsegregated Facilities	34
Exhibit E - Title VI, Civil Rights Act of 1964	35
Exhibit F - Dispute Resolution, Mediation and Arbitration.....	36

**AGREEMENT FOR THE OPERATION AND MANAGEMENT
OF THE CASITAS WATER ADVENTURE SEASONAL
SNACK BAR CONCESSION AT
LAKE CASITAS RECREATION AREA**

THIS AGREEMENT, is made **this February _____, 2023** by and between **CASITAS MUNICIPAL WATER DISTRICT** (hereinafter referred to as "Casitas") and **Carlos Hernandez, dba Lake Casitas Marina Café** (hereinafter referred to as "Concessionaire").

WITNESSETH:

WHEREAS, the United States has constructed the Ventura River Project, including Casitas Dam and reservoir, pursuant to Act of Congress (Public Law 423, 84th Cong., 2d session) approved March 1, 1956, for irrigation, for furnishing water for municipal and domestic use, and for providing incidental recreation and fish and wildlife benefits: and

WHEREAS, the United States has contracted with Casitas pursuant to Contract No. 14-06-200-5257 "contract between United States and Ventura River Municipal Water District Providing for the construction of a Storage and Conveyance System", dated March 7, 1956, for repayment of federal costs incurred in construction of the Ventura River Project, for operation and maintenance of Project Works, with the stipulation that the title Ventura River Project remains with the United States; and

WHEREAS, the U.S. Bureau of Reclamation (hereinafter referred to as "USBR") has developed a Final Resource Management Plan/Environmental Impact Statement for Lake Casitas dated February 2010 with a Record of Decision #10-111, copies of which are provided under separate cover; and

WHEREAS, Lake Casitas Recreation Area (hereinafter referred to as "LCRA") is the property of the United States Government managed by the USBR, operated by Casitas under Management Agreement Number 11-LC-20-0216, dated October 7, 2011, between the USBR and Casitas, a copy of which is provided under separate cover; and

WHEREAS, Casitas is authorized by said Management Agreement to issue and administer third party contracts for concessions and services for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with said Management Agreement and in accordance with any current or future planning documents, and

WHEREAS, Casitas is authorized by the provision of Water Code Section 71,000 et seq. to enter into an agreement for concessions and services that are consistent with public recreational facilities appurtenant to facilities operated or contracted to be operated by Casitas; and

WHEREAS, Concessionaire acknowledges that Casitas, in its sole discretion, controls access to the LCRA, and that Concessionaire's business volume is limited to persons granted access to the LCRA by Casitas; and,

WHEREAS, Concessionaire acknowledges that Casitas imposes reasonable fees and charges on LCRA users, and that Concessionaire's business volume will likely be limited to those persons subject to those Casitas fees and charges; and,

WHEREAS, the words of this Agreement have been chosen specifically to support Casitas' directives and standards and to create a customer base, attract and serve the public and to operate current and future recreational facilities and ancillary services; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed; and

WHEREAS, the parties hereto desire to enter into an Agreement for the operation and administration of Casitas Water Adventure (hereinafter referred to as "CWA") Seasonal Snack Bar (hereinafter referred to as "Snack Bar") concession services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them agree as follows:

1. **INCORPORATION BY REFERENCE**

All Schedules and Exhibits attached hereto are incorporated by reference herein.

2. **DEFINITIONS**

See Appendix 1 for definitions used in this Agreement and Appendix 2 for abbreviations and acronyms.

3. **INTERPRETATIONS**

- (a) This Agreement shall be interpreted according to the rules that govern the interpretation of contracts, as prescribed in Part 2 of Division 3 of the California Civil Code, commencing with Section 1635.
- (b) For jurisdictional purposes, this Agreement shall be deemed entered into and enforceable in Ventura, California.
- (c) Any reference to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended, replaced, consolidated or re-enacted.
- (d) A reference to a person includes firms, partnerships, corporations, limited liability company and other business organizations and their successors and permitted assignees or transferees.
- (e) Headings are for convenience and reference only.

4. **GRANT OF CONCESSION**

In consideration of the Concessionaire's obligations contained in this Agreement, Casitas hereby authorizes and grants Concessionaire the non-exclusive use of the Demised Premises to operate and maintain a non-exclusive CWA Snack Bar limited to the time frame that coincides with the seasonal operation of the CWA and commercial activities described herein. The Concessionaire hereby accepts such authorization and grant upon the terms and conditions of this Agreement. Nothing in this Agreement shall be construed by Concessionaire as preventing Casitas from constructing, operating, or contracting for additional concession facilities of any type.

5. **DEMISED PREMISES**

The operation of the Concession shall be conducted on the real property described in Exhibit A attached hereto on a temporary basis and only during the CWA season.

- (a) Condition of Demised Premises "AS IS". Concessionaire accepts the Demised Premises in "As Is" condition, and further agrees to make no demands upon Casitas for any improvements or alterations to the Demised Premises, except as may otherwise be provided herein.
- (b) Temporary Seasonal Facilities. Each year of this Agreement, Concessionaire will provide a temporary snack bar facility or mobile unit on the Demised Premises prior to the commencement of the CWA season and remove same from the LCRA at the end of each season, or, if desired, during non-hours of operation. The season operation generally runs from Memorial Day through Labor Day.

- (c) No Exclusive Use. Under no circumstances will long-term, private, exclusive use be permitted within the Demised Premises. The Concessionaire is not authorized to permit or grant any visitor, person, employee, or organization exclusive rights to occupy or use the subject services or facilities or preclude use by the public. The Concession contract is issued on a **non exclusive** use basis.
- (d) Use of Demised Premises. The premise shall be used only for said purposes, and such other purposes as are related thereto provided express approval is granted by the Casitas General Manager, and for no other purposes whatsoever.
- (e) Relocation. Casitas shall have the option to require Concessionaire to relocate the Snack Bar to a different location in the LCRA ("New Demised Premises"). Casitas may exercise such option by giving Concessionaire written notice not less than thirty (30) days prior to the proposed effective date of relocation. If Casitas exercises its option to relocate the Demised Premises, Concessionaire shall relocate to the New Demised Premises at no cost or expense to Casitas, except as otherwise provided in subparagraph (f) and (g).
- (f) Casitas' Obligations. To the extent that the original Demised Premises includes structures, buildings, improvements, or fixtures owned by Casitas, then Casitas shall pay for improving the New Demised Premises so that they are substantially similar to that portion of the original Demised Premises owned by Casitas, but Casitas shall not bear any other costs or expenses incurred by Concessionaire in relocating from the original Demised Premises to the New Demised Premises including, but not limited to, salaries of Concessionaire staff for time allocated to such relocation, legal fees, or Concessionaire's loss of business revenue.

6. **INUNDATION OR DROUGHT**

The water level of Lake Casitas is subject to change and fluctuation from natural causes, and/or the use of water of the reservoir for domestic water supply, diversion channels and other purposes. In the event that the Demised Premises are permanently inundated or in the event that drought or imminent threat of permanent inundation affects the Demised Premises such that the rights granted to Concessionaire hereunder can no longer be exercised, Concessionaire may, at no cost or expense to Casitas, relocate to an alternate site mutually agreed upon in writing by Casitas and Concessionaire, and this Agreement shall remain in effect for the remaining portion of its term. In the event of inundation or drought which precludes the exercise of the rights granted to Concessionaire hereunder, and the parties are unable to mutually agree upon an alternate site in the LCRA, this Agreement shall terminate.

7. **TERM OF AGREEMENT**

- (a) The term of this Agreement will be for **five (5) years** from the date first written above, unless terminated sooner as provided in Paragraph 23 herein.
- (b) There is no clear or inferred right of first refusal clause incorporated in this Agreement for subsequent agreements of similar nature.
- (c) The Demised Premises shall be considered vacated after all areas, including storage and parking areas, are clear of all of Concessionaire's belongings, and keys and other property furnished for Concessionaire's use are returned to Casitas. Should Concessionaire hold over beyond the termination date or fail to vacate the Demised Premises on or before the termination date, Concessionaire shall be liable for additional rent and damages which may include damages due to Casitas loss of prospective new Concessionaires.
- (d) The Concessionaire understands and agrees that the USBR will not carry forward agreements and contracts should the Management Agreement between Casitas and the USBR expire or terminate.

8. **PAYMENTS**

For the use granted herein, Concessionaire agrees to pay Casitas as follows:

- (a) Percentage **Rent 15% of gross sales** made from or upon the Demised Premises during the term hereof.
- (b) Miscellaneous Charges for any services, equipment, and labor provided by Casitas for wastewater hauling or other services as requested by Concessionaire. Miscellaneous charges will be invoiced by Casitas to the Concessionaire and paid in a timely manner in accordance with Casitas requirements.
- (c) Place and Date of Payment. Concessionaire shall make all required payments by check or draft issued and payable to the "Casitas Municipal Water District," and mailed to Lake Casitas Recreation Area, 1055 Ventura Blvd. Oak View, California 93022, or such other place designated in writing by Casitas. Concessionaire shall compute the Percentage Rent each calendar month during the term and shall pay the Percentage Rent and Miscellaneous Charges to Casitas on or before the fifteenth (15th) day of the immediately following calendar month. Concessionaire agrees to deliver or cause to be delivered to Casitas, within fifteen (15) days following the end of each calendar month during the term, a written statement signed and certified by Concessionaire to be true and correct, showing in accurate detail the amount of Concessionaire's Gross Sales for the preceding calendar month, together with remittance of the Percentage Rent due and Miscellaneous Charges. In addition, Concessionaire shall furnish Casitas with an annual financial statement and a balance sheet prepared according to standard accounting principles. The financial statement shall be submitted within sixty (60) days of the close of an annual year.
- (d) Late Charge. A late payment charge of two percent (2%) per month shall be added to any payments received after the last day of the calendar month in which payment is due. Casitas is not obligated to notify Concessionaire of accumulated late charges.
- (e) Adjustments to Gross Sales. There shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discounts from credit card operations, insurance, and taxes. Bona fide bad debts actually incurred by Concessionaire, 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 reported as gross receipts shall be included in gross receipts at the time they are collected.
- (f) Concessionaire is not guaranteed a profit.

9. **ACCOUNTING**

Concessionaire hereby agrees at all times during the term to use a point-of-sale computer system or other device to accurately record all sales and keep true, full and accurate books of account containing a complete statement of Concessionaire's Gross Sales in accordance with generally accepted accounting principles and practices (showing all of its sales separate from its other concessions and/or stores). 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 use.

- (a) Records. Concessionaire shall maintain accounting books and records including, but not limited to, daily sales records and journals, sales returns and allowance detail, cash receipts, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, state sales and use tax returns and a complete general ledger.
- (b) Storage. All accounting books and records maintained by Concessionaire shall be kept by Concessionaire for a period of no less than three (3) years after the close of each calendar year

- (c) Inspection. Concessionaire hereby grants to Casitas and its agents and accountants the right, during Concessionaire's normal business hours and upon reasonable notice, to inspect such books and records kept in connection with the business done or transacted in or upon the Demised Premises, for the purpose of verifying Concessionaire's Gross Sales. Casitas, for itself and for its agents and accountants, agrees to keep confidential all sales figures, audits and reports furnished by or obtained from Concessionaire, as between Casitas and its attorneys, lenders, financial partners, if any, accountants, and other financial advisors.
- (d) Audit. At any time and from time to time, Casitas may elect to perform an audit of Concessionaire's Gross Sales, provided such audit shall not unreasonably interfere with the operation of Concessionaire's business. Such audit shall be conducted by either Casitas or a certified public accountant to be designated by Casitas in its sole discretion. If any statement of Concessionaire's Gross Sales previously furnished by Concessionaire shall reflect less than ninety-seven percent (97%) of the amount of Concessionaire's Gross Sales as shown by such audit and additional Percentage Rent is payable by Concessionaire as a result of such understatement, or if such audit shows that Concessionaire has failed to maintain the books and records required herein so that Casitas is unable to verify the accuracy of any statement of Concessionaire's Gross Sales previously furnished by Concessionaire, then Concessionaire shall immediately pay to Casita all reasonable costs and expenses (including reasonable auditor and attorney fees) which may be incurred by Casitas in conducting such audit and collecting such underpayment, if any. In any event, Concessionaire shall promptly pay to Casitas all additional Percentage Rent shown by audit to be payable hereunder, together with interest at the maximum lawful rate from the date when said payment should have been made. If Concessionaire shall understate Gross Sales by more than three percent (3%) three (3) or more times during the Term, Concessionaire shall be deemed in default under Paragraph 24 of this Agreement and Casitas shall have all rights and remedies as are set forth in subparagraphs (a) through (q).
- (e) Subcontractors. Concessionaire shall cause all of its subcontractors to comply with the accounting requirements set forth above to the extent those requirements are applicable, and all other applicable requirements of this Agreement.

10. **OPERATIONS**

(a) **General**

- (1) Compliance. Concessionaire shall comply with all applicable Federal, State, and local laws, rules, regulations, and procedures; and obtain permits and/or licenses that are required for the Concession, including a mobile food facility valid Health Permit from Ventura County, or equivalent standard, and must be prominently displayed.
- (2) The parties to this Agreement will coordinate regarding any administration, operation, maintenance, and development activities pursuant to this Agreement. It is of chief priority that any such activities do not affect any project water management, operation, and maintenance activities of Casitas, and, in the opinion of Casitas, will not interfere with Casitas' water retention and delivery operations in the Recreation Area.
- (3) Concessionaire shall have non-exclusive rights to operate the Snack Bar only during the CWA annual seasons and is obligated to stock and sell goods and supplies that are needed, desired and appropriate in a public waterpark environment and recreational campground setting. Casitas reserves the right to deny specific goods.
- (4) Concessionaire shall maintain a cell phone or other appropriate methods for Casitas to directly contact the Concessionaire. Concessionaire shall respond to any message left by Casitas within a twenty-four (24) hour time frame.
- (5) Concessionaire warrants and agrees to fully comply with all laws, conditions and requirements contained in Exhibits B through E attached hereto and made a part hereof, including, but limited to, all laws regarding discrimination (Title VI of the Civil Rights Act of

July 2, 1964 (78 Stat. 241), Americans with Disabilities, hiring, recruitment and employment of staff including, but not limited to, labor laws, workers compensation requirements, Immigration Reform and Control Act of 1986.

- (6) Concessionaire shall not enter into a sub-concession or any agreement to subcontract any service without the prior approval and written consent of Casitas. In the event that Concessionaire chooses, with Casitas' consent, to subcontract any particular service, this Concession Agreement shall be amended to provide for the proposed additional service(s).
- (7) The Concession is subject to the LCRA entrance requirements including, but not limited to, entrance fees, permits, inspections and quarantines, and restrictions as deemed necessary or otherwise approved by the Casitas Board of Directors.
- (8) In the event Concessionaire fails to remove the Snack Bar within thirty (30) days of the last day of each season, then same may be removed or demolished by Casitas and Concessionaire shall reimburse Casitas for any cost or expense in connection therewith.

(b) Concessionaire Staff

- (1) Facilities Manager. Concessionaire shall be the Facility Manager with whom Casitas may deal on a daily basis. The Facility Manager shall be fully acquainted with the Concession operations, familiar with the terms and conditions prescribed therefor by this Agreement and authorized to act in the day-to-day operation thereof.
- (2) Facilities Staff. The parties hereto will ensure that adequate personnel are available to accomplish the operation, administration and maintenance of the Demised Premises as agreed to herein. The Concessionaire is required to keep an updated list of all employees, service and delivery companies and contractors on file with Casitas at all times. Such employees, service and delivery companies and contractors will not necessarily be granted access into the LCRA. All employees must be eligible for employment under the state of California employment laws. Concessionaire and employees must represent the Concession in an appropriate and professional manner. Unprofessional or inappropriate behavior on the part of Concessionaire or his/her employees towards Casitas staff and/or customers will be investigated and may warrant removal of park privileges.
- (3) Tuberculosis Screen. Concessionaire shall not employ any person who cannot produce a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis. Concessionaire staff shall be required to undergo the foregoing examination at least once every four (4) years. Any staff that has a documented positive skin test confirmed by X-ray shall be immediately referred to the County's Health Officer. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the California Business and Professions Code, or a notice from a public health agency or unit of the Tuberculosis Association, which indicated freedom from active tuberculosis.
- (4) Compliance; Employee Documentation; Indemnity. Concessionaire warrants that it fully complies with all applicable employment laws. Concessionaire further warrants that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Concessionaire shall obtain and retain all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.
- (5) Employee Conduct. The Casitas General Manager may at any time give Concessionaire written notice to the effect that the conduct or action of an employee of Concessionaire is, in the reasonable belief of the Casitas General Manager, detrimental to the interest of the

public patronizing the Demised Premises. Concessionaire shall meet with the Casitas General Manager to consider the appropriate course of action with respect to such matter.

(c) Prices

- (1) Pricing Policy and Review. Concessionaire shall at all times maintain a complete list or schedule of the prices charged for all goods or services supplied to the public. Said prices shall be fair and reasonable based upon comparability with prices charged for similar goods and/or services in the Ventura and Santa Barbara County areas. In the event Casitas notifies Concessionaire that prices being charged are not fair and reasonable, Concessionaire shall have the right to confer with the Casitas General Manager and justify said prices. Following reasonable conference and consultation thereon, Concessionaire shall either make such price adjustments as may be ordered by the Casitas General Manager or appeal the implementation of such adjustments to the Casitas Board of Directors, whose decision thereon shall be final and conclusive. However, Concessionaire shall comply with the ordered price adjustment pending the appeal and final ruling thereon by Casitas' Board of Directors.
- (2) Complimentary Services and Reduced Rates. The Concessionaire shall require its employees to observe strict impartiality as to rates and services in all circumstances. The Concessionaire may, subject to the prior written approval of the General Manager, grant complimentary or reduced rates under such circumstances as are customary in businesses similar to that which will be conducted under this Concession Agreement. However, the General Manager reserves the right to review and modify the Concessionaire's complimentary or reduced rate policies.

(d) Authorized Goods and Services

- (1) Concessionaire is authorized non-exclusive rights to sell to the general public prepared and packaged snack bar food supplies, confections, soft drinks, approved personal products, souvenirs and clothing. The Snack Bar Concession shall be specifically excluded from selling fireworks, weapons and firearms including, but not limited to, knives, slingshot, bow and arrow, bowfishing equipment, bait and tackle, guns and/or rifles of any type and any items which Casitas deems inappropriate or offensive. Any other goods and services desired to be provided by the Concessionaire beyond that listed above must be requested in writing by the Concessionaire and receive prior written approval by the Casitas General Manager.
- (2) The supply in the Snack Bar shall be ample in quantity and appropriate to meet the needs of the visiting public. All food, beverages, confectionary and other products intended for human consumption shall be of a high standard of quality, and pricing specified above.
- (3) Concessionaire may **not** obtain an Off-Sale Beer and Wine License for the sale of beer and wine from the California Department of Alcoholic Beverage Control for this location.
- (4) All goods and services sold by Concessionaire shall conform to Federal, State, and local laws, ordinances, and regulations. Following receipt of written notification that the provision of such goods or services is harmful to the public welfare, Concessionaire shall immediately remove or withdraw from sale any goods or services which may be found objectionable to the Casitas General Manager.

(e) Hours of Operation

Concessionaire shall establish regular hours of operation that will accommodate the visiting public demands. Upon commencement of the Concessionaire Agreement and by April 1 of each succeeding year, the Concessionaire shall submit to Casitas for review, change and approval a written seasonal schedule of hours (opening and closing times) for the operation.

Any change to the schedule must be submitted to, and approved by, Casitas prior the implementation of the schedule change.

(f) Security

- (1) Concessionaire acknowledges the need for securing the Demised Premises and shall provide at its sole expense any legal devices, installation, or equipment designated for the purpose of protecting the Demised Premises from unlawful conduct including, but not limited to, theft, burglary or vandalism, provided written approval for said security measures is first obtained from the Casitas General Manager.
- (2) Concessionaire employed security personnel have no authority to take law enforcement action or carry firearms. Concessionaire shall comply with all law enforcement protocol within the LCRA pursuant to Casitas' Ordinances. Concessionaire will work with Casitas Park Rangers to ensure law and order is maintained and preserved and protect recreation facilities, resources and lands from unauthorized use related to any and all concession activities pursuant to this Agreement. Concessionaire may bear the cost and administration of additional law enforcement services required or specifically requested through local law enforcement such as the County of Ventura. In the event an incident arises where more than one law enforcement agency responds, the federal law enforcement agency shall have precedence over State and County law enforcement agencies and the Concessionaire may bear any cost billed in association with any services requested by Concessionaire.

(g) Safety

Concessionaire shall use its best efforts to correct any unsafe condition of the premises, as well as any unsafe practices occurring thereon. Concessionaire shall use its best efforts in requesting local paramedical assistance for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Concessionaire shall cooperate fully with Casitas in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the Casitas General Manager. Concessionaire shall make safety improvements as requested by Casitas' General Manager, insurance carrier or the Board.

(h) Advertising and Promotion

Concessionaire is responsible for the advertising and promotion of his/her own business.

- (1) Signs. Concessionaire shall not post advertising signs or other materials upon the Demised Premises without prior written approval from Casitas. Concessionaire acknowledges that Casitas greatly limits such approval in order to maintain the natural setting of the LCRA. Outdoor signs or other forms of advertising (e.g., web, newspaper, etc.) must not be displayed on LCRA property or provided to, or allowed to be accessed by, the public without the prior review and written approval of Casitas. All signs will be professionally made. All signage must include an approved USBR logo or name and Casitas Municipal Water District and/or Lake Casita Recreation Area logo or name.
- (2) Concessionaire shall not promote or sponsor private or public events requiring the use of any other areas of the LCRA, other than the Demised Premises or as approved by Casitas. However, this provision shall not prohibit Concessionaire from generally advertising or encouraging public use of the LCRA in a manner that complies with the provisions of this Agreement. Concessionaire shall not promulgate, nor cause to be distributed, any advertising or promotional materials objectionable to Casitas. Casitas shall require all advertising in newspapers, magazines and trade journals, radio and television commercials and other advertising be approved in advance.
- (3) Where possible, Concessionaire agrees that any advertising or promotional materials promulgated by Concessionaire, which refers to the "Lake Casitas Recreation Area," or any

derivative thereof, shall also include the phrase "Casitas Municipal Water District" unless specifically approved otherwise by the Casitas General Manager.

(i) Interruptions of Business

There is the possibility of interruptions of this Concession Agreement. These interruptions could be due to contamination of Lake Casitas, impacts on the Concession Agreement due to construction and maintenance projects, insurance changes, changes in lake level and any other similar business interruptions. Should these interruptions require Casitas to place additional restrictions upon the Concessionaire, Casitas shall not be liable for any expense or loss of business due to Concessionaire's complying with those additional restrictions, as long as the restrictions were consistently applied to other like users of the LCRA. However, since insurance changes can be mandated by Casitas' insurer, Concessionaire shall not hold Casitas liable for expense or loss of business due to Concessionaire's complying with additional restrictions due to insurance changes, even where those restrictions were not consistently applied to like-users of the LCRA.

(j) Annual Review

Concessionaire shall be evaluated by Casitas under the Concessions Review Program. The Concessions Review Program will consist of four separate evaluations: (1) Operations and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. The Operation and Facilities Evaluation shall be conducted annually. All other evaluations shall be conducted as Casitas may desire. Casitas may, at its discretion, terminate this Concession Agreement in the case of an unsatisfactory rating on any of the evaluations.

(k) Utilities

The Demised Premises shall contain a two phase 90 AMP electrical outlet and a one-half inch (1/2") line of potable water. Concessionaire shall contract directly to provide and pay for any other necessary utilities serving the Demised Premises, including trash dumpster rental and the installation of necessary metering devices. Such necessary utilities include, but are not limited to, water, telephone, electricity, trash collection and propane services. The telephone number may be placed in the name of the Concessionaire. Concessionaire waives any all claims against Casitas for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the premises. Concessionaire shall pay for any new connections to the existing electrical services.

(l) Sanitation

No offensive matter, or refuse, or substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted to accumulate or remain on the Demised Premises and within a distance of fifty (50) feet thereof. Concessionaire shall pay fees to collect and remove refuse to an area approved disposal site or landfill that is not located within the watershed of Lake Casitas. Refuse shall be removed as needed, but minimally once per week. Concessionaire shall furnish all equipment and materials necessary for refuse collection, including trash receptacles of the size, type, color, and number required by the Casitas.

- (1) Debris. Concessionaire shall keep assigned areas free of foul odors, litter, debris, garbage, personal items, stored or abandoned equipment, working or not, vehicles, furniture, and fixtures. No added sanitation facilities shall be allowed. Concessionaire shall engage and pay for services including three (3-yard trash dumpster rental and the removal of the trash

and garbage that is generated by the Snack Bar Concession from the LCRA. Casitas will empty trash containers located in the adjacent outdoor picnic areas. Concessionaire shall empty containers located within Demised Premises.

- (2) Concessionaire shall promote recycling and make it convenient for public use.
- (3) Concessionaire shall make every effort to reduce and recycle solid waste generated as a result of the operation of the Water Adventure Snack Bar Concession which may include making arrangements with a local waste hauler to pick up and dispose of waste and recyclable material.
- (4) Sewage Disposal and Gray Water. There are no arrangements in this Agreement to provide the Concessionaire sewage disposal other than in the adjacent public restrooms. Gray water removal and costs associated with its removal will be the responsibility of the concessionaire or in agreement with Casitas as stated in 8 (b) above.

(m) Incident Reporting

Concessionaire shall investigate or cooperate in the investigation by the agency having jurisdiction, all incidents involving death, serious injury or property damage, or other incidents of a serious nature within the Demised Premises. Concessionaire shall make an initial verbal/phone message report on such incidents to Casitas' designated representative within two (2) hours of knowledge of the incident. Under most circumstances, or when requested by Casitas, Concessionaire shall submit a written incident report via hard copy or e-mail to Casitas' designated representative within two (2) calendar days of the verbal notice.

(n) Hazardous Materials

- (1) Concessionaire may not allow contamination or pollution of the LCRA, waters or facilities and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (2) Concessionaire shall comply with all applicable Federal, State, and local laws and regulations, and Casitas' Ordinances, policies, directives, and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in the LCRA, water or facilities.

(o) Pest And Weed Control

Concessionaire shall not permit the use of any pesticides/chemicals on the Demised Premises.

(p) Protection of Natural and Cultural Resources

- (1) Concessionaire will implement best management practices necessary to minimize sedimentation and erosion; protect land and water resources; prevent and suppress fire; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices.
- (2) Concessionaire will comply with the National Environmental Policy Act (NEPA), including the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA) and other related laws as may be enacted or amended.

11. **MAINTENANCE**

- (a) **Casitas' Duties.** Casitas shall repair and maintain the areas of and surrounding the Demised Premises. Casitas shall not maintain the any part of the temporary building erected by Concessionaire that is located within the Demised Premises. There shall be no abatement of rent, and no liability of Casitas, by reason of any injury to or interference with Concessionaire's business arising from the making of any repairs, alterations, or improvements to any portion of the Demised Premises. Casitas shall have absolutely no other responsibility to repair, maintain or replace any portion of the Demised Premises at any time. The Concessionaire waives the right to make repairs at Casitas' expense under California Civil Code Section 1942, or under any other law, statute, or ordinance now or hereafter in effect.

- (b) **Concessionaire's Duties.** Concessionaire shall maintain the Concession equipment and premises in good repair and condition. Concessionaire shall perform and pay for all repairs and replacements in compliance with applicable law. All maintenance and repairs shall be commenced within thirty (30) days of the need thereof and diligently completed. Maintenance includes, but is not limited to:
 - (1) **Temporary and Seasonal Facilities Color Palette and Park Theme.** Concessionaire shall endeavor to create an atmosphere that is compatible with a natural park setting. All facility color schemes, and façade materials must be approved by the Park Services Manager prior to locating mobile unit or installation.

 - (2) **Graffiti Eradication and Control of Graffiti from the Outside Surfaces of Temporary Structures on said Demised Premises.** Concessionaire shall immediately remove graffiti at all times during the days and hours of operation when observed and repair any property located on the Demised Premises damaged by criminal conduct.

 - (3) **Equipment Repair or Replacement.** Repair and replacement of all equipment necessary to conduct Concession operations shall be made at Concessionaire's sole expense. Any replacement equipment purchased by Concessionaire as Trade Fixtures shall be the property and responsibility for maintenance of the Concessionaire. Concessionaire shall dispose of replaced property in an approved manner in accordance Federal, State, and local laws and regulations.

 - (4) **Concessionaire's Damage Liability.** The Concessionaire is additionally liable for any damage to the Demised Premises resulting from the acts or omissions of the Concessionaire, including, without limitation, any damage relating to a roof penetration caused by the Concessionaire or Concessionaire's invitees and any actual or consequential damage to the Demised Premises and/or building arising from Concessionaire's use of the Demised Premises, Concessionaire's personal property, or systems or equipment serving the Demised Premises that are the responsibility of the Concessionaire to maintain, repair, replace.

 - (5) **Default of Maintenance Obligations.** In the event Concessionaire defaults in the exercise of its maintenance obligations assumed herein, Casitas reserves the right to cure said default and seek reimbursement from the Concessionaire for all costs incurred plus a supervisory fee in the amount of ten percent (10%) of the cost thereof. Any reimbursement demand by Casitas under this provision shall be satisfied by Concessionaire within fifteen (15) days.

12. **FEES AND TAXES**

- (a) Public LCRA entrance and use fees will be set in accordance with the fee schedule established by Casitas and Casitas shall have the right to collect as income, receipts derived from recreation related permits and contracts which it issues and administers for activities within the LCRA, as authorized in the California Water Code Section 71660 et. Seq.,
- (b) The use or occupancy of the Demised Premises by Concessionaire constitutes a property interest which may be subject to possessory interest taxes. Concessionaire will be liable for the payment of such possessory interest taxes and any other taxes which may be levied on the property pursuant to the applicable taxation code. Concessionaire shall pay the applicable County or State agency, before delinquent, all taxes and assessments including said possessory interest tax levied against Concessionaire by reason of use and occupancy of the Demised Premises.

13. **RIGHTS OF CASITAS AND USBR**

- (a) The USBR retains the primary jurisdiction over the Ventura River Project and the LCRA. The USBR can give written notice to Casitas if the USBR determines that changes in land use for USBR purposes within the LCRA are necessary. Casitas will give written notice to Concessionaire if any land use changes required by the USBR are necessary.
- (b) Casitas or the USBR may close the LCRA, or any portion thereof, including the Demised Premises, to public use whenever it is determined such restriction is necessary in the interest of water delivery project operation, public safety, or national security. Casitas' designated representative will give written notice to Concessionaire of any such closure. This notice will be given as soon as practicable after a determination for closure is made and will include the date when the closure becomes effective. Concessionaire will enforce such closure and such enforcement will include coordination and cooperation with Casitas.
- (c) The USBR and Casitas reserves the right to establish, grant or utilize additional easements or rights of way over, under, along and across the Demised Premises for utilities and/or public access to the LCRA provided Casitas shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Concessionaire shall not claim any damages, loss of business, impact costs or other costs of any kind due to such an easement.

14. **INDEMNIFICATION**

To the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless and defend Casitas its directors, employees, or authorized volunteers, and each of them from and against the following:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Casitas and/or Concessionaire, or any directors, officers, employees, or authorized volunteers of Casitas or Concessionaire, and damages to or destruction of property of any person, including but not limited to, Casitas and/or Concessionaire and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with this Agreement, however caused, regardless of any negligence of Casitas or its directors, officers, employees, or authorized 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 Concessionaire.
- (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 Concessionaire 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) Concessionaire shall defend, at Concessionaire'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 Casitas' directors, officers, employees, or authorized volunteers.
- (e) Concessionaire 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) Concessionaire 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) Concessionaire agrees to carry insurance for this purpose as required by this Agreement. Concessionaire's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Casitas, or its directors, officers, employees, or authorized volunteers
- (h) Concessionaire agrees to indemnify and hold harmless Casitas Municipal Water District and the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the Concessionaire's activities under this Agreement.
- (i) The parties hereto shall each be responsible and liable only for the negligent acts or omissions of their respective employees or assigns to the extent provided by law. However, nothing in this Agreement shall be construed to be an admission of fault or liability, and nothing shall limit the defenses and immunities legally available to each party against each other and third parties.

15. **INSURANCE**

Without limiting Concessionaire's indemnification of Casitas, Concessionaire shall provide and maintain at its own expense during the term of this Agreement the program(s) of insurance covering its operations listed herein. Such insurance shall be provided by insurer(s) satisfactory to the Casitas General Manager and evidence of such programs satisfactory to Casitas shall be delivered to the Casitas General Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Casitas is to be given written notice of at least thirty (30) days in advance of any modification or termination of any program of insurance. Further, all such insurance with the exception of Workers' Compensation insurance, shall be primary to and not contributing with any other insurance maintained by Casitas and shall name Casitas and the United States Government additional insured. If Casitas insurance requirements change, the Concessionaire will be required to make changes in their insurance accordingly at Concessionaire's sole expense.

(a) **Certificate of Insurance**

Prior to execution of the Agreement, Concessionaire shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to meet all insurance requirements under this Agreement.

(b) **Proof of Insurance**

The Concessionaire shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance and the receipts for payment of premiums thereon as are required under this Agreement. In the event evidence of such insurance coverage is not provided to Casitas within thirty (30) days prior to the commencement of this Agreement, Casitas shall, at its sole option, obtain such insurance coverage and charge Concessionaire the cost thereof plus any administrative costs involved in obtaining said insurance. Failure to provide required insurance coverage shall result in the loss of the use of the facility. Concessionaire shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

(c) Term and any extension of this Agreement

Concessionaire shall maintain Commercial General Liability Insurance coverage at least as broad as the Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) with limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas), or the general aggregate limit shall be twice the required occurrence limit.

(d) Required Provisions

The general liability and liquor liability (if any) policies are to contain, or be endorsed to contain the following provisions:

- (1) The United States of America (Bureau of Reclamation), Casitas, its 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 Concessionaire; products and completed operations of the Concessionaire; premises occupied or used by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
- (2) For any claims related to this event, the Concessionaire's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.
- (4) The Concessionaire'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.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
- (6) Such liability insurance shall indemnify the Concessionaire against loss from liability imposed by law upon, or assumed under contract by, the Concessionaire for damages on account of such bodily injury (including death), property damage, and personal injury.
- (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.

(e) Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

(f) 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-: VII or equivalent or as otherwise approved by Casitas.

(g) Workers' Compensation & Employer's Liability Insurance

By his/her signature hereunder, Concessionaire certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the event. The Concessionaire shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on or about the event, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Concessionaire shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Concessionaire, Concessionaire shall execute a California Workers' Compensation Law Certificate of Exemption.

- (h) Concessionaire shall require all contractors and permittees operating within the Demised Premises to carry adequate liability and property damage insurance and liability for causes or actions resulting from the negligence of their employees, subcontractors, or agents. Said insurance shall be of sufficient amount to cover, as a minimum, the Concessionaire's liability under its governmental liability act and shall be consistent with the services, facilities, etc. provided and the potential for injury or damage to life and property. Casitas shall be named as an additional insured on all such insurance, and a certificate of insurance shall be provided to Casitas by the contractor and permittee to ensure that the insurance is in effect.

16. **RESTORATION FOLLOWING DAMAGE OR DESTRUCTION OF THE DEMISED PREMISES**

If during the term of the Agreement the buildings or improvements or such fixtures or equipment, on, below, above or appurtenant to the Demised Premises at the commencement of the term or thereafter erected, installed or placed thereon or therein shall be destroyed or damaged in whole or in part by fire or any other cause, except condemnation, and provided such destruction or damage is required to be covered by insurance, Concessionaire shall give the Casitas General Manager notice as soon as practicable thereof. Concessionaire shall immediately secure the area to prevent injury, vandalism and further damage to persons, improvements, and the contents thereof. Concessionaire shall promptly restore same to the condition existing immediately prior to such occurrence, or if not possible or feasible in view of the damage sustained and availability of funds with which to rebuild, terminate this Agreement.

- (a) In the event any part of the Demised Premises, building or structure essential to the operation of the Concession facility is totally or partially destroyed or damaged by any cause not resulting in fault or negligence of Concessionaire or Casitas and which is beyond the control of Concessionaire and/or Casitas, rendering the Demised Premises totally or partially inaccessible or unusable, Concessionaire may at its option terminate this Agreement upon written notice to Casitas.
- (b) Should Concessionaire elect not to terminate this Agreement, Concessionaire shall within seven (7) days from the date of the damage or destruction, commence full repair at Concessionaire's cost and continue the performance of this Agreement in good faith to completion. In any event, the Demised Premises shall remain the property of Casitas. Casitas shall be under no obligation to make any repairs or reconstruct any buildings or structures.

17. **NON-ASSIGNMENT**

During the term of this Agreement, the responsibilities of the Concessionaire as described herein shall not be assigned to others without prior written approval of Casitas Board of Directors.

18. **THIRD PARTY CONTRACTS AND PERMITS**

Concessionaire may not enter into, or issue and administer, third party permits or concession contracts to persons or associations for the purpose of selling or soliciting services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this Agreement, without prior written approval of Casitas. Written approval shall be by amendment to this Agreement.

19. **IMPROVEMENTS, EQUIPMENT, AND INVENTORY**

- (a) Prior Written Approval. Construction of temporary and seasonal structures or improvements within the Demised Premises or removal of the same by the Concessionaire shall only be done with the prior approval of Casitas.
- (b) Concessionaire shall not make any structure replacements or improvements on the Demised Premises without the prior written approval of Casitas of all plans, specifications, and drawings. Approval may be withheld if the proposed alteration, addition, or improvement is not within the theme or character of the LCRA or if not approved by Reclamation, exceeds the express or implied scope of Concessionaire's services under this Agreement, sacrifices the public health, safety, or welfare, or for any other reason infringes on Casitas' operation of the LCRA. The Concessionaire shall provide to Casitas an initial request for consideration by Casitas and the USBR. Said request may include conceptual sketches and drawings.

(c) Cost and Expense

In the event that Casitas consents to Concessionaire making any alteration, addition, or improvement to the structures on the Demised Premises, Concessionaire agrees that the same shall be made at Concessionaire's sole cost and expense.

(d) Practices and Procedures

In erecting and placing the Snack Bar on the Demised Premises, Concessionaire agrees to comply with all Federal, State, and local building and safety codes. Concessionaire agrees that Casitas shall have the right to access to the premises during the erection and placement of same for the purposes of Casitas' own inspection of the construction work. This inspection is not in service to the Concessionaire or a substitute for Concessionaire's inspection or control of the work. The Concessionaire shall provide to Casitas the names and phone numbers of the Concessionaire's representative and a listing of all authorized contractors for the work. The access to and use of the LCRA by the contractors and Concessionaire's representatives shall be in accordance with all applicable rules, regulations, and ordinances of the LCRA.

(e) Insurance and Bonds

If applicable, Concessionaire shall be responsible for providing insurance coverage for the construction in an amount not less than that specified in Paragraph 15 hereof.

20. **REVIEW OF ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT**

- (a) The parties hereto shall meet prior to an upcoming season, or more often if requested by either party, to inspect the Demised Premises and Snack Bar and review the administration, operation, maintenance and requested development of the Concession. The purpose of this inspection and review is to ensure that administration, operation, maintenance, and development procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the

Concession is in accordance with the intended purposes and in compliance with Casitas Ordinances. Deficiencies and problems shall be corrected in a timely manner by the Concessionaire.

- (b) The USBR may conduct an annual inspection of Casitas and Concession operations and will provide in writing necessary corrective action and timeline for compliance.

21. **EXAMINATION OF RECORDS**

- (a) Casitas, a public entity, requires that, at any time, the Concessionaire produce for examination any pertinent books, documents, papers, and financial records of the Concessionaire and/or the Concessionaire's contractors, permittees involving transactions related to this Agreement within the Public Records Act parameters.
- (b) Casitas may, at any time, request an independent audit of the Concessionaire's financial activities for the LCRA. Such independent audit shall be performed at the cost of Casitas. Any discrepancies found during such audits shall be corrected within a reasonable amount of time, as determined by Casitas, by the responsible party.

22. **NOTICE TO CURE/DISPUTE RESOLUTION**

- (a) Non-Compliance

Notification of non-compliance with the terms and conditions of this Agreement shall be in writing, giving a period of time in which, the non-compliance shall be corrected. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time shall be grounds for termination of all or part of this Agreement or temporary suspension of operation after notice in writing of such intent.

- (b) Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute as soon as possible as outlined in Exhibit D.

- (c) Termination of Agreement

The inability of Casitas' and Concessionaire's designated representatives to mutually agree on a proposed action within thirty (30) calendar days, or longer period as may be agreed to by the parties hereto, may result in termination of this Agreement by either party.

23. **TERMINATION**

This Agreement shall terminate and all rights and obligations of the parties under this Agreement will cease under any one of the following conditions:

- (a) Upon expiration of the term of this Agreement.
- (b) For cause, including, but not limited to, violations of Casitas Ordinance entitled "An Ordinance of Casitas Municipal Water District Establishing Rules and Regulations for the Public Use of the Lake Casitas Recreation Area", failure to pay fees, violation of health and safety regulations and violation of Federal, State, and local regulations as applicable, upon receipt of a written notice of termination from Casitas.
- (c) Without cause, upon receipt of written notice of termination from either party. This termination notice must be received at least one (1) year prior to proposed early termination date.
- (d) At any time upon written notice to Concessionaire that Casitas has received a notice of termination from the USBR.

- (e) In the case of termination for cause, Concessionaire must completely vacate the Demised Premises within thirty (30) calendar days of written notice of determination.

24. **CANCELLATION UPON DEFAULT**

- (a) Notice to Concessionaire. Upon the occurrence of any one or more of the events of default hereinafter described, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Casitas General Manager shall give Concessionaire ten (10) days notice by registered, certified mail, or hand delivery of the date set for cancellation thereof; the grounds; therefore, and that an opportunity to be heard thereon before the Board of Directors will be afforded on or before said date if request is made therefor.
- (b) Possession. Upon cancellation Casitas shall have the right to take possession of the Concession premises, including all improvements, equipment, and inventory located thereon, and use for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- (c) Notice to Lenders. The Casitas General Manager shall send a copy of any intended cancellation of this Agreement to any Lender whose security would be affected thereby provided that such Lender shall have previously registered with the Casitas General Manager by written notice specifying the name and address of said Lender; and upon Lender's request for postponement, extend the date set for cancellation by such time as the Casitas General Manager finds reasonable to correct the grounds for cancellation or to provide a new Concessionaire under a power of sale or foreclosure contained in the hypothecation or mortgage. Any new concessionaire shall be responsible for correcting the original grounds for cancellation within a time set by the Casitas General Manager.
- (d) Events of default shall be:
 - (1) The abandonment, vacation, or discontinuance of operations on the premises for more than forty-eight (48) consecutive hours.
 - (2) The failure of Concessionaire to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.
 - (3) The failure of Concessionaire to operate in the manner required by this Agreement, where such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition therein specified.
 - (4) The failure to maintain the premises and the improvements constructed thereon in the state of repair required hereunder, and in a clean, sanitary, safe, and satisfactory condition, whether such failure continues for more than ten (10) days after written notice from the Casitas General Manager to correct the condition.
 - (5) The failure of Concessionaire to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Casitas General Manager for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Concessionaire shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Casitas General Manager.
 - (6) The Casitas General Manager determines that the Concessionaire is insolvent. Concessionaire shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has

committed an act of bankruptcy or not, and whether insolvent within the meaning of Federal Bankruptcy Law or not.

- (7) The filing of a voluntary petition in bankruptcy by Concessionaire; the adjudication of Concessionaire as a bankrupt; the appointment of any receiver of Concessionaire's assets; the making of a general assignment for the benefit of creditors, a petition or answer seeking an arrangement for the reorganization of Concessionaire under any Federal Reorganization Act, including petitions or answers under Chapter XI of the Bankruptcy Act; the occurrence of any act other than under the federal bankruptcy laws which operates to deprive Concessionaire permanently of the rights, powers and privileges necessary for the proper conduct and operation of the Concession including the levy of any attachment or execution which substantially interferes with Concessionaire's operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.
- (8) Determination by the Casitas General Manager, the California Fair Employment and Housing Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Concessionaire in violation of state and/or federal laws thereon.
- (9) The execution by Concessionaire of an assignment for the benefit of creditors.
- (10) Transfer of the majority controlling interest of Concessionaire to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Casitas General Manager.
- (11) Failure of Concessionaire to maintain any current licenses or permits required by any local, state or federal agencies necessary for the conduct of Concessionaire's business.
- (12) Failure or delay of Casitas to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of Casitas to declare one breach or default does not act as a waiver of Casitas' right to declare another breach or default.
- (13) Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to Casitas.

25. **RIGHT OF ENTRY**

(a) **General**

Any officers and/or authorized employees of Casitas may enter upon the Demised Premises any and all reasonable times for the purpose of determining whether or not Concessionaire is complying with the terms of this Agreement, or for any other purpose incidental to the rights of Casitas within the demised premises. No re-entry or taking of the premises by Casitas pursuant to this Agreement shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to Concessionaire or unless the termination thereof is decreed by a court of competent jurisdiction.

(b) **Abandonment**

In the event of an abandonment or discontinuance of operations for a period in excess of forty-eight (48) hours, Concessionaire hereby irrevocably appoints Casitas as an agent for continuing operation and authorizes Casitas to do any combination of the following: (1) Take possession of the premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Concessionaire; (3) sublicense the premises; and, (4) after payment of all expense of

such sublicensing or apply all payments realized there from to the satisfaction and/or mitigation of all damages arising from Concessionaire's breach of this Agreement. Entry by Casitas upon the premises for the purpose of exercising the authority conferred under this provision shall not operate as a waiver of any other rights that Casitas may have in law or equity to remedy a breach of this Agreement.

26. **INDEPENDENT CONTRACTOR**

In performing the obligations hereunder, Concessionaire is engaged solely in the capacity of independent contractor, it being expressly understood that no relationship between the contracting parties hereto other than that of independent contractor has been or is intended to be created. The parties to this Agreement do not intend to create a partnership, joint venture, relationship of master and servant, or principal and agent. It is mutually understood and agreed that the relationship created between the parties to this Agreement is to be determined in accordance with the laws relating to owners and lessees of real property.

27. **SEVERABILITY**

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.

28. **NOTICE**

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing: Any notice required to be given under the terms of this Agreement or any law applicable thereto may be placed in a sealed envelope with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

Casitas: Casitas Municipal Water District, 11311 Santa Ana Road, Ventura, California, 93001

Concessionaire: **Carlos Hernandez, 212 Del Norte Road, Ojai, California, 93023**

29. **BOARD REVIEW**

The Board of Directors may review all decisions by the Casitas General Manager contained in this Agreement. A decision rendered by the Casitas General Manager is deemed final if it is not placed on the Board's agenda within sixty (60) days of being rendered by the Casitas General Manager. If the Board places a decision rendered by the Casitas General Manager on the Board's agenda within said sixty (60) day period, the decision is not final until formally ratified by the Board.

30. **MERGER AND MODIFICATION**

This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

31. **ATTORNEYS FEES**

In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney's fees, costs, and expense.

32. **ASSIGNMENT**

Neither the Concessionaire nor CASITAS shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

33. **SUCCESSORS IN INTEREST**

Subject to Paragraph 28, the rights and obligation of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

34. **DESIGNATED REPRESENTATIVES/NOTICES**

The parties hereto agree that the designated representatives for administration of this Agreement are as follows, or as may be further delegated in writing by the following:

Casitas – General Manager, Casitas Municipal Water District, 1055 Ventura Avenue, Oak View CA 93001.

Designated Representative – Park Services Manager, 11311 Santa Ana Road, Ventura CA 93001.

Concessionaire – **Carlos Hernandez, 212 Del Norte Road, Ojai, California, 93023**

Any written notice, demand, or request, as required or authorized by this Agreement, shall be properly given if delivered by hand, or by mail, postage prepaid, to the other party as above listed. Both parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

35. **AGREEMENT DRAFTING CONSIDERATIONS**

The parties hereto agree and acknowledge that this Agreement has been drafted after full arms-length negotiations, and that the usual rule of contractual construction that all ambiguities shall be construed against the drafting party shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

CASITAS MUNICIPAL WATER DISTRICT

By: _____
President of the Board of Directors

CONCESSIONAIRE

By: _____

Attest:

By: _____
Secretary of the Board of Directors

Appendix 1: Definitions

- (a) "Administration, operation, maintenance, and development" means the acts or processes used to direct management of the Casitas Water Adventure Snack Bar; manage and enhance resources and facilities, law enforcement, and keeping facilities and equipment in good repair and usable working condition. The term maintenance includes the replacement and/or construction of equipment and/or facilities as may be agreed upon by the parties hereto.
- (b) "Capital improvement" means a structure, fixture, or non-removable equipment provided either by Casitas or Concessionaire pursuant to the terms of this Agreement and located on the Demised Premises. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Agreement. A capital improvement is considered to be a real property improvement for the purposes of this Agreement.
- (c) "Concession" means a non-Federal commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which revenues are collected. A concession generally involves use of the land described as the Demised Premises and may involve the use or development of real property improvements.
- (d) "Concessionaire" means an entity contracted by Casitas through a third-party concessions contract to operate a concession.
- (e) "Depreciated Value" means the value of equipment or Fixed Asset which includes the amount of depreciation not yet incurred plus the salvage or residual value.
- (f) "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, consistent with 43 CFR 12.
- (g) "Fixed Assets" are any permanent recreation-related structures, fixtures, or capital improvements placed on the Demised Premises, and recreation-related plant, property and equipment (PP&E) placed on or used within the LCRA by the Casitas and/or Concessionaire during the term of this Agreement or any extension thereof, whether constructed or acquired with or without Federal Financial Assistance.
- (h) "Fixtures" includes "non-removable equipment" and means manufactured items of property of an independent form and utility, necessary for the basic functioning of a structure, that are affixed to and considered to be part of the structure such that title is with the Casitas as real property once installed. Fixtures do not include building materials (e.g., wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, and paint).
- (i) "Concession Fee" means the fee established by a third-party concessions contract, which the Concessionaire must pay to Casitas for operation of the concession. The fee is assessed as a percentage of the gross receipts.

- (j) "Good repair" means maintaining functional use and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, maintenance manuals, etc.; meeting Federal, State and applicable local health department standards; meeting public safety needs and standards; and maintaining facilities in a safe, neat, clean, and well-kept condition.
- (k) "Casitas" means the Casitas Municipal Water District, or its duly authorized representative(s).
- (l) "Merchandise" means items incorporating the words and/or logo of the Casitas Municipal Water District, Lake Casitas Recreation Area and Casitas Water Adventure, such as T shirts, mugs, etc.
- (m) "Mobile Food Facility" (MFF) is defined as any motorized or non-motorized portable food service unit upon which food is sold.
- (n) "Mutually agreed" means both parties' designated representatives are in agreement on a proposed action. Such agreements shall be in writing
- (o) "National Environmental Policy Act" (NEPA) established an environmental policy for the United States, providing federal agencies with an interdisciplinary framework and action-forcing procedures for environmental planning and decision-making, and requiring public involvement throughout the process.
- (p) "Property Inventory List" means an inventory list of Fixed Assets and Equipment acquired, including any items acquired, installed or constructed with the assistance of Federal funds, by Casitas or by Concessionaire solely at its own expense or at the expense of its contractors. The list provides details about each item including a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, the location and condition of the item, and ultimate disposal data.
- (q) "Property Record Inventory" means a list of all Fixed Assets at the time of execution of this Agreement. The list shall include a description of each Fixed Asset, a serial number or identification number, the source of the item, who holds title, the acquisition date and cost of the item, the percentage of Federal participation in the cost, and the location and condition of the item.
- (r) "USBR" means the United States Department of the Interior, Bureau of Reclamation, or its duly authorized representative(s).
- (s) "Recreation facilities" means those facilities constructed or installed within the LCRA for recreational use by the public or for support of such recreational use. Said facilities may include, but are not limited to, buildings and other structures (such as park headquarters, visitor centers, maintenance shops, etc.), campgrounds, picnic grounds, boat docks and ramps, electrical lines, water systems, roads, trails, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, etc.
- (t) "Residual Value" means the value of a Fixed Asset after all of the depreciation has been incurred
- (u) "Resource Management Plan" means the plan prepared in accordance with Title XXVIII of Public Law 102-575 and Reclamation's Resource Management Plan Guidebook.

- (v) "Salvage Value" means the value of an item of Equipment after all of the depreciation has been incurred.
- (w) "Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g., water, power, and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.
- (x) "Gross Sales" means money, cash receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, fees and commissions made or earned by Concessionaire and/or all the assignees, subcontractors, licensees, permittees or concessionaires thereof, whether collected or accrued from any business, use or occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Demised Premises, including, but not limited to, food and beverage sales, merchandise sales, catering and "to-go" sales and services, and other revenues of any kind except: (i) the amount of any sales tax, use tax, gross receipts tax, successor tax or similar tax, imposed by a federal, state, municipal or governmental authority directly on sales and collected from customers; (ii) the exchange of merchandise between other concessions and/or stores of Concessionaire where such exchange is made solely for the convenient operation of the business of Concessionaire and not for the purpose of depriving Casitas of the benefit of a sale which otherwise would be made from the Demised Premises; (iii) proceeds from the sale of trade fixtures, machinery and equipment; and (iv) the amount of any cash or credit refund made upon any sale from the Demised Premises previously included in Gross Sales.
- (y) "Temporary Seasonal" means facilities, equipment and all concession items are temporary in nature, can and will be completely installed or parked and then removed from the Demised Premises each annual season of the Casitas Water Adventure. The season generally runs from the weekend of Memorial Day through and including Labor Day and is set in writing Casitas by the last day of February for that calendar year's season.

Appendix 2: List of Acronyms

ESA	Endangered Species Act
IPM	Integrated Pest Management
LCRA	Lake Casitas Recreation Area
NEPA	National Environmental Protection Act
NHPA	National Historic Preservation Act
PP&E	Plant, Property and Equipment
RMP	Resource Management Plan
USBR	U.S. Bureau of Reclamation

EXHIBIT A

CASITAS WATER ADVENTURE SNACK BAR - DEMISED PREMISES

The purpose of Exhibit A is to establish the physical boundaries of the concession operation as generally illustrated in Exhibit A-1 and A-2, attached hereto. Casitas owns and maintains the asphalt parking lot, a portion of which is used as temporary structure foundation of approximately 24 feet by 24 feet, ½ "water line for potable water and a two (2) phase 90 Amp electrical power outlet box. All picnic tables and trash receptacles in adjacent picnic area are the property of Casitas

The Casitas Water Adventure Seasonal Snack Bar Concession is authorized to conduct its business within the specified locations in the LCRA, Casitas and the USBR will continue have ownership/management over all assigned Demised Premises.

Exhibit A - 1

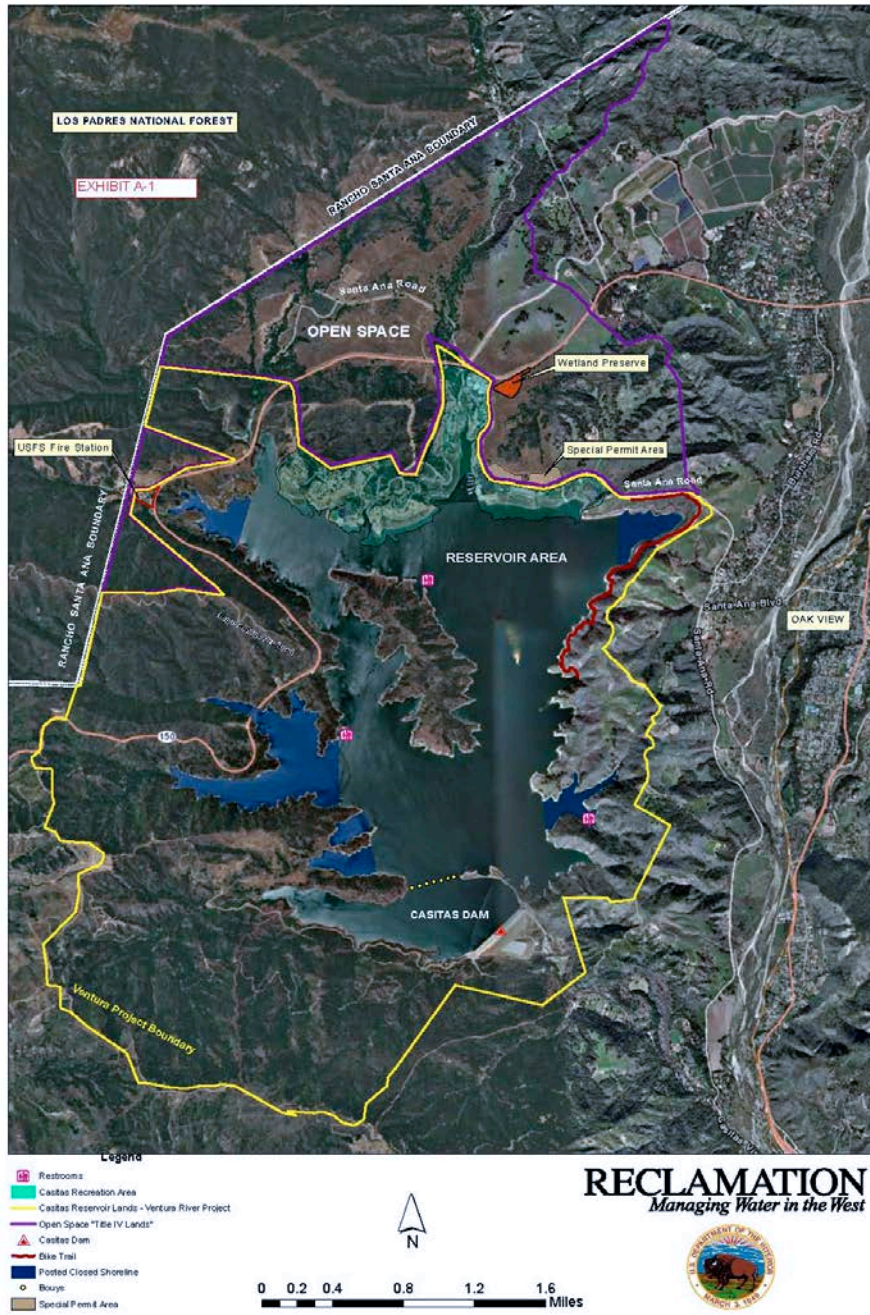


Exhibit A - 2



EXHIBIT B ENVIRONMENTAL REQUIREMENTS

- (a) Concessionaire shall operate, maintain, and manage all structures, facilities and lands to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the Casitas will need to submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.
- (b) Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the Concessionaire and shall make the Concessionaire liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.
- (c) The Concessionaire agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.
- (d) Casitas agrees to provide information necessary for the Concessionaire, using reasonable diligence, to comply with the provision of this Exhibit.
- (e) Concessionaire shall fully comply with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.
- (f) In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the Concessionaire beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. Casitas will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Casitas and the State Historic Preservation Officer will be borne by the Concessionaire. The Casitas will provide Concessionaire with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the Concessionaire during its management activities will be reported to and recorded on the appropriate Casitas site record forms and copies provided to the USBR. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.
- (g) The Endangered Species Act of 1974 will be given full consideration in all activities.
- (h) Concessionaire shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:

- (1) Executive Order 11990, Protection of Wetlands.
- (2) Executive Order 11988, Floodplain Management.
- (3) Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).
- (4) Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).
- (5) Executive Orders 11664 and 11989 for Off-Road Use.
- (6) National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 Et seq.).
- (7) Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).
- (8) Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).
- (9) National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).
- (10) Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).
- (11) Archaeological and Historic Preservation Act (Public Law 93-291).
- (12) Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).
- (13) Executive Order 11593, Protection and Enhancement of the Cultural Environment
- (14) National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).
- (15) Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).
- (16) Executive Order 12088, Federal compliance with Pollution Control Standards.
- (17) The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C., 7401 et seq).
- (18) Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C., 1288 et seq.).
- (19) Resource Conservation and Recovery Act (RCRA), (Public Law 94-580).
- (20) Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), Public Law 96-510.
- (21) 43 Code of Federal Regulation, Part 420 (off-road vehicle use on USBR lands).
- (22) 36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.
- (23) Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464, to 100-526 and 100-532).
- (24) Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and P.L. 95-602).

EXHIBIT C

AMERICANS WITH DISABILITIES REQUIREMENTS

Concessionaire shall fully comply with the Americans with Disabilities Act (ADA) and Americans with Disabilities Guidelines (ADAG) as amended from time to time, as applicable.

EXHIBIT D-1

EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, the Concessionaire agrees as follows:

- (a) The Concessionaire will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.
- (b) Concessionaire will, in all solicitations or advertisements for employees placed by or on behalf of the Casitas Water Adventure Snack Bar Concession, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.
- (c) Concessionaire will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the Concessionaire commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Concessionaire will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) Concessionaire will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of Concessionaire's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by Casitas or the USBR and the Concessionaire may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) Concessionaire will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Concessionaire will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Concessionaire becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, Casitas may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D-2

CERTIFICATION OF NONSEGREGATED FACILITIES

The term segregated facilities means: any waiting rooms, work areas, restrooms and washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habitat, local custom, or otherwise. The Managing Partner certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Managing Partner agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. The Managing Partner agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT E

TITLE VI, CIVIL RIGHTS ACT OF 1964

- (a) Concessionaire agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Managing Partner receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Concessionaire by the United States, this assurance obligates Concessionaire; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates Concessionaire for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Concessionaire for the period during which the Federal financial assistance is extended to it by the United States.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to Concessionaire by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. Concessionaire recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on Concessionaire, its successors, transferees, and assignees.

EXHIBIT F

DISPUTE RESOLUTION, MEDIATION AND ARBITRATION

In the event of dispute or controversy arising out of or relating to this Agreement, the parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation

In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within [time period] after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within [time period] after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator.

- (a) The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.
- (b) All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.
- (c) The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE
DATE: 03/22/2023

RECOMMENDATION:

- Adopt the Initial Study and Mitigated Negative Declaration for the Ventura-Santa Barbara Counties Intertie
- Adopt the Mitigation Monitoring and Reporting Program for the Ventura-Santa Barbara Counties Intertie
- Approve Amendment No. 3 for professional engineering services with Water Works Engineers, LLC, for the Ventura-Santa Barbara Counties Intertie for a fee increase not to exceed \$227,213.00 for a total fee of \$3,225,950.00
- Award purchase of electrical switchgear for the Ventura-Santa Barbara Counties Del Mar Pump Plant (Booster Pump Station A) to CED Royal Industrial Solutions in the amount of \$123,760.28

BACKGROUND AND DISCUSSION:

The Ventura-Santa Barbara Counties Intertie project includes approximately 7,100 feet of 16-inch pipeline and a two booster pump stations to connect the Carpinteria Valley Water District (CVWD) and Casitas systems.

Initial Study and Mitigated Negative Declaration (IS-MND). An IS-MND was prepared in 2021 and distributed for public comment. That IS-MND was not adopted by the Board. The project evolved and the locations of the two pump stations were revised to reflect these changes. A revised IS-MND was prepared based on these revisions and was distributed for public comment in December 2022. The public comment period ended on January 6, 2023. Letters were received from several agencies and a Response to Comments was prepared to address these comments. The Final IS-MND can be found at the following link on the District's website: <https://www.casitaswater.org/about-us/engineering/engineering-reports-and-master-plans>.

The Final IS-MND includes Responses to Comments in Appendix H.

Mitigation Monitoring and Reporting Program (MMRP). The IS-MND includes an MMRP (Appendix I) to address potential impacts, which will be implemented for all construction related to the project. The MMRP is attached for reference.

Amendment No. 3 for Water Works Engineers (WWE). In February 2019, the Board approved an agreement with Water Works Engineers, LLC (WWE) for preliminary engineering, design, assistance during bidding, permitting support, and engineering services during construction for the project in the amount of \$762,759.00. Preliminary design was completed in July 2019. The project was put on hold during 2020. Amendment No. 1 was approved by the Board in November 2021 and Amendment No. 2 was approved in April 2022. As the level in Lake Casitas continued to decline in 2021 and 2022, Casitas staff directed WWE to prepare design documents for Temporary Booster Pump Station A (now called Del Mar Pump Plant), which could be implemented in a short timeframe. Amendment No. 3 includes design fees for this effort in the amount of \$227,213. Upon approval of the amendment, WWE’s total contract is \$3,225,950. Amendment No. 3 is attached.

Electrical Switchgear for Del Mar Pump Plant. Electrical switchgear is a long lead time item and pre-purchase of this equipment would expedite construction of the permanent Del Mar Pump Plant. Upon evaluation of the project components and related lead times, it was determined the project’s critical path is driven by the following items:

- Main switchboard
- 277/480V Panel
- 120/240V Panel
- 15 kVA transformer

Quotes were solicited from three electrical suppliers and only two responded(attached for reference). Table 1 summarizes the two quotes received as well as the lead times associated with each quote.

**Table 1 – Ventura-Santa Barbara Counties Intertie
 Electrical Switchgear for Del Mar Pump Plant**

Vendor	Total	Estimated Lead Times			
		Switchboard	Panel PPT	Panel LPT	15kVA Transformer
CED Royal Industrial Solutions	\$123,760.28	52-58 Weeks	37-43 Weeks	27-33 Weeks	17-23 Weeks
Industrial Electric Manufacturing	\$107,287.33	76-78 Weeks	31-32 Weeks	31-32 Weeks	13-15 Weeks

Staff recommends CED Royal Industrial be awarded the work in the amount of \$123,760.28 as the lead time for the switchboard is the shortest by a significant amount.

BUDGET IMPACT:

The budget for fiscal year (FY) 2022-23 includes \$1,500,000 for the project, which is anticipated to be sufficient for expenditures this fiscal year.

Attachments:

- Mitigation Monitoring and Reporting Program
- Amendment No. 3 for Design Engineering Services, Water Works Engineers, LLC
- Quotes for Electrical Switchgear for Ventura-Santa Barbara Counties Intertie Phase 2A Del Mar Pump Plant

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE
DATE: 03/22/2023

RECOMMENDATION:

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- Adopt the Mitigation Monitoring and Reporting Program for the Ventura-Santa Barbara Counties Intertie
- Approve Amendment No. 3 for professional engineering services with Water Works Engineers, LLC, for the Ventura-Santa Barbara Counties Intertie for a fee increase not to exceed \$227,213.00 for a total fee of \$3,225,950.00
- Award purchase of electrical switchgear for the Ventura-Santa Barbara Counties Del Mar Pump Plant (Booster Pump Station A) to CED Royal Industrial Solutions in the amount of \$123,760.28

BACKGROUND AND DISCUSSION:

The Ventura-Santa Barbara Counties Intertie project includes approximately 7,100 feet of 16-inch pipeline and a two booster pump stations to connect the Carpinteria Valley Water District (CVWD) and Casitas systems.

Initial Study and Mitigated Negative Declaration (IS-MND). An IS-MND was prepared in 2021 and distributed for public comment. That IS-MND was not adopted by the Board. The project evolved and the locations of the two pump stations were revised to reflect these changes. A revised IS-MND was prepared based on these revisions and was distributed for public comment in December 2022. The public comment period ended on January 6, 2023. Letters were received from several agencies and a Response to Comments was prepared to address these comments. The Final IS-MND can be found at the following link on the District's website: <https://www.casitaswater.org/about-us/engineering/engineering-reports-and-master-plans>.

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Electrical Switchgear for Del Mar Pump Plant. Electrical switchgear is a long lead time item and pre-purchase of this equipment would expedite construction of the permanent Del Mar Pump Plant. Upon evaluation of the project components and related lead times, it was determined the project’s critical path is driven by the following items:

- Main switchboard
- 277/480V Panel
- 120/240V Panel
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Staff recommends CED Royal Industrial be awarded the work in the amount of \$123,760.28 as the lead time for the switchboard is the shortest by a significant amount.

BUDGET IMPACT:

The budget for fiscal year (FY) 2022-23 includes \$1,500,000 for the project, which is anticipated to be sufficient for expenditures this fiscal year.

Attachments:

- Mitigation Monitoring and Reporting Program
- Amendment No. 3 for Design Engineering Services, Water Works Engineers, LLC
- Quotes for Electrical Switchgear for Ventura-Santa Barbara Counties Intertie Phase 2A Del Mar Pump Plant

Mitigation Monitoring and Reporting Program

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the Ventura-Santa Barbara Counties Intertie (proposed project) proposed by the Casitas Municipal Water District (Casitas). CEQA requires a reporting or monitoring program be adopted for the conditions of project approval which are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). This mitigation monitoring and reporting program is designed to ensure compliance with adopted mitigation measures during project implementation. For each mitigation measure recommended in the Final Initial Study-Mitigated Negative Declaration (Final IS-MND), specifications are made herein which identify the action required and the monitoring which must occur, and the agency or department responsible for oversight.

In addition to ensuring implementation of mitigation measures, the MMRP provides feedback to agency staff and decision-makers during project implementation, and identifies the need for enforcement action before irreversible environmental damage occurs.

The following table identifies each mitigation measure included in the Final IS-MND, the action required for the measure to be implemented, the time at which the monitoring is to occur, the monitoring frequency, and the agency or party responsible for ensuring the monitoring is performed. In addition, the table includes columns for compliance verification. These columns will be filled out by the monitoring agency or party and will document monitoring compliance. Where an impact was identified to be less than significant, no mitigation measures were required.

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
Air Quality						
AQ-1: NO_x Construction Reduction Measures						
Pursuant to Ventura County Air Pollution Control District Guidelines, when construction emissions exceed 25 pounds per day for NO _x , the following measures shall be implemented: <ul style="list-style-type: none"> ▪ Casitas shall ensure all on-site vehicles and equipment with 50 horsepower or more shall meet, at a minimum, United States Environmental Protection Agency (USEPA) Tier IV final engine certification requirements. If Tier IV final equipment is not available, the contractor may apply other technologies available for construction equipment which would achieve a reduction in NO_x (as well as PM) emissions comparable to Tier IV final construction equipment. Where alternatives to USEPA Tier IV are utilized, the contractor shall be required to provide evidence these alternative technologies would achieve comparable emissions reductions. Certifications or alternative reduction strategies shall be required prior to receiving a construction permit. ▪ Minimize equipment idling time. ▪ Maintain equipment engines in good condition and in proper tune as per manufacturers' specifications. ▪ Lengthen the construction period during smog season (May through October) to minimize the number of vehicles and equipment operating at the same time. ▪ Use alternatively fueled construction equipment, such as compressed natural gas, liquefied natural gas, or electric, if feasible. 	Include NO _x reduction measures in construction contractor specifications, as applicable.	Prior to the issuance of construction bid documents (for each construction phase)	Casitas Municipal Water District			
	Confirm NO _x reductions are identified on project plans.	Prior to the start of construction (for each construction phase)	Casitas Municipal Water District			
	Verify compliance through field visits at the beginning of each construction phase.	At the start of each construction phase	Casitas Municipal Water District			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
Biological Resources						
BIO-1: Worker Environmental Awareness Program						
<p>Prior to initiation of all construction activities (including staging and mobilization), all personnel associated with project construction shall attend a Worker Environmental Awareness Program (WEAP) training conducted by a qualified biologist and arborist to assist workers in recognizing special status biological resources which may occur in the BSA. The training shall include information about nesting birds and the special status species potentially occurring in the BSA.</p> <p>The specifics of this program shall include identification of special status species and habitats, a description of the regulatory status and general ecological characteristics of special status resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. The arborist shall instruct the contractors on tree protection practices. This training shall include information on the location and marking of protected trees, the necessity of preventing damage, and the discussion of work practices. A fact sheet conveying this information shall also be prepared for distribution to all contractors, their employees, and other personnel involved with construction of the project. All employees shall sign a form provided by the trainer documenting they have attended the WEAP and understand the information presented to them. The crew foreperson shall be responsible for ensuring crew members adhere to the guidelines and restrictions designed to avoid impacts to special status species. If new construction personnel are added to the project, the crew foreman shall confirm new personnel receive the WEAP training before starting work. The subsequent training of personnel can include video of the initial training and/or the use of written materials rather than in-person training by a biologist.</p>	<p>Retain a qualified biologist and arborist to conduct WEAP training.</p>	<p>Prior to initiation of all construction activities (including staging and mobilization)</p>	<p>Casitas Municipal Water District</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
BIO-2: Wildlife Avoidance During Construction						
<p>The following measures shall be adhered to during project construction:</p> <ul style="list-style-type: none"> ▪ Parking, driving, lay-down, stockpiling, and vehicle and equipment storage shall be limited to previously compacted and developed areas. ▪ No off-road vehicle use shall be permitted beyond the project site and designated access routes. ▪ Disturbances to adjacent native vegetation shall be minimized. ▪ The contractor shall clearly delineate the construction limits and prohibit any construction-related traffic outside those boundaries. ▪ Project-related vehicles shall observe a 10-mile-per-hour speed limit within the unpaved limits of construction. ▪ All open trenches or excavations shall be fenced and/or sloped to prevent entrapment of wildlife species. ▪ All food-related trash shall be disposed of in closed containers and removed from the project site at the end of each day. Construction personnel shall not feed or otherwise attract wildlife to the construction area. ▪ At project completion, all project-generated debris, vehicles, building materials, and rubbish shall be removed from the project site. ▪ No construction worker pets shall be allowed on the project site. ▪ No firearms shall be allowed on the project site. ▪ If vehicle or equipment maintenance is necessary, it shall be performed in designated staging areas. ▪ If construction must occur at night (between dusk and dawn), all lighting shall be shielded and directed downward to minimize the potential for glare or spillover 	<p>Verify through periodic site visits that construction boundaries are delineated through fencing, site speed limits are clearly posted, excavations and trenches are appropriately fenced, adherence to trash disposal and refuse management measures are being practiced, BMPs for pollutant management are in place, and construction lighting is shielded. Include measures in construction contractor specifications, as applicable.</p>	<p>Periodically during construction activities</p>	<p>Casitas Municipal Water District</p>			
	<p>Field verify removal of all debris, vehicles, building materials, and rubbish from project footprint upon project completion.</p>	<p>Upon completion of construction</p>	<p>Casitas Municipal Water District</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>onto adjacent properties and to reduce impacts on local wildlife.</p> <ul style="list-style-type: none"> During construction, heavy equipment shall be operated in accordance with standard construction best management practices (BMPs). All equipment used on site shall be properly maintained to avoid leaks of oil, fuel, or residues. Provisions shall be in place to remediate any accidental spills immediately. 						
BIO-3: Preconstruction Nesting Bird Surveys						
<p>To avoid disturbance of nesting and special status birds, including raptor species, protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFG), activities related to the project including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside the bird breeding season for migratory birds (January 1 through September 15), if practicable.</p> <p>If construction must begin during the breeding season, a preconstruction nesting bird survey shall be conducted no more than three days prior to initiation of ground disturbance and/or vegetation removal activities. The preconstruction nesting bird survey shall be conducted on foot within the project footprint plus a 300-foot buffer. Inaccessible areas (e.g., private lands) shall be surveyed from afar using binoculars to the extent practicable. The survey shall be conducted by a biologist familiar with the identification of avian species known to occur in southern California coastal communities. If active nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) shall be determined and demarcated by the biologist with bright orange construction fencing, flagging,</p>	<p>Schedule all initial ground disturbing activities, including vegetation removal, for the time period between September 15 and January 1, if practicable.</p>	<p>Prior to the start of construction</p>	<p>Casitas Municipal Water District</p>			
	<p>If construction will begin during the breeding season, retain a qualified biologist to conduct a pre-construction nesting bird survey.</p>	<p>No more than 3 days prior to initiation of ground disturbance and/or vegetation removal activities, as needed</p>	<p>Casitas Municipal Water District</p>			
	<p>If active nests are located, implement avoidance buffer requirements.</p>	<p>During construction activities, until the adults and young nesting birds are no longer reliant on the nest site</p>	<p>Casitas Municipal Water District</p>			
	<p>If active nests are located, field verify</p>	<p>During construction activities, periodically</p>	<p>Casitas Municipal Water District</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. No ground-disturbing activities shall occur inside this buffer until the avian biologist has confirmed breeding/nesting is completed and the young have fledged the nest, or the nest has failed. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.</p>	<p>compliance with avoidance buffers.</p>					
	<p>If active nests are located, retain a qualified biologist to confirm when breeding/nesting is completed and young have fledged the nest.</p>	<p>During construction activities and prior to the removal of avoidance buffers, as needed.</p>	<p>Casitas Municipal Water District</p>			
BIO-4: Sensitive Habitat Fencing						
<p>Prior to project mobilization where the project is adjacent to sensitive natural communities, temporary construction fencing shall be erected by the contractor at the edge of the temporary construction easement to avoid unanticipated impacts to the habitat throughout the duration of construction.</p>	<p>Implement sensitive habitat fencing requirements.</p>	<p>Prior to and during construction</p>	<p>Casitas Municipal Water District</p>			
	<p>Verify through field visits that sensitive natural communities are fenced.</p>	<p>Periodically during construction</p>	<p>Casitas Municipal Water District</p>			
BIO-5: Sensitive Vegetation Community Compensation						
<p>Impacts to sensitive vegetation communities shall be avoided to the greatest extent feasible. Depending on final project design, sensitive vegetation community compensation mitigation may be required by California Department of Fish and Wildlife (CDFW). Mitigation for unavoidable impacts to sensitive vegetation communities can be accomplished either through on-site restoration, off-site restoration, or purchase of credits through an approved Mitigation Bank or through applicant sponsored mitigation (e.g., purchase and/or dedication of land for mitigation). If required, compensatory mitigation for unavoidable impacts to sensitive vegetation communities shall be accomplished at a minimum ratio of 1:1; however, the final ratio shall be determined and approved by CDFW prior to commencement of construction. If on- or off-site restoration would occur, a Restoration Plan</p>	<p>Review project construction plans to verify that construction and staging areas are located outside of sensitive vegetation communities as identified in project Biological Resources Report.</p>	<p>Prior to commencement of construction activities</p>	<p>Casitas Municipal Water District; CDFW (if applicable)</p>			
	<p>Coordinate with CDFW for compensatory mitigation, if required.</p>	<p>Prior to commencement of construction activities</p>	<p>Casitas Municipal Water District; CDFW (if applicable)</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>shall be prepared and submitted for approval by CDFW prior to initiating impacts. At minimum, the Restoration Plan shall include the following:</p> <ul style="list-style-type: none"> ▪ A description of the purpose and goals of the restoration ▪ Identification of success criteria and performance standards ▪ Methods of site preparation ▪ Irrigation plan and schedule ▪ BMPs ▪ Maintenance and monitoring program ▪ Adaptive management strategies ▪ Key stakeholders and responsible parties ▪ Funding ▪ Contingencies 						
BIO-6: Jurisdictional Waters Avoidance and Minimization						
<p>The following measures shall be implemented during project construction:</p> <ul style="list-style-type: none"> ▪ Prior to project mobilization, all limits of construction work within Casitas Creek and the unnamed drainage shall be clearly delineated with orange construction fencing or similar highly visible material and maintained throughout the duration of construction. ▪ Areas of temporary disturbance shall be minimized to the extent practicable. Staging and laydown areas shall be limited to sites which are unvegetated and/or previously disturbed, and outside jurisdictional aquatic features. ▪ Materials shall be stored on impervious surfaces or plastic ground covers to prevent spills or leakage. Material storage and material/spoils from project activities shall be located and stored at least 50 feet from jurisdictional aquatic features. Construction materials and spoils shall be protected from stormwater runoff using temporary 	<p>Review construction plans to verify staging areas are located in previously disturbed, unvegetated areas and construction disturbance footprint is minimized to the extent feasible.</p> <p>Verify through initial site visit and periodic site visits construction limits delineated with high-visibility temporary fencing, materials are properly stored, equipment is in good</p>	<p>Prior to initiation of construction</p> <p>Periodically during construction</p>	<p>Casitas Municipal Water District</p> <p>Casitas Municipal Water District</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, and straw bale barriers, as appropriate.</p> <ul style="list-style-type: none"> ▪ Prevent the discharge of silt or pollutants off the site when working adjacent to potentially jurisdictional waters. Install BMPs (i.e., silt barriers, sand bags, straw bales) as appropriate. ▪ Prevent the off-site tracking of loose construction and landscape materials by implementing street sweeping, vacuuming, and rumble plates, as appropriate. ▪ Site washout areas shall be at least 100 feet from a storm drain, open ditch, or surface water and prevent runoff flows from such activities from entering receiving water bodies. ▪ All vehicles and equipment shall be in good working condition and free of leaks. The contractor shall prevent oil, petroleum products, or any other pollutants from contaminating the soil or entering a watercourse (dry or otherwise). When vehicles or equipment are stationary, mats, or drip pans shall be placed below vehicles to contain fluid leaks. ▪ All re-fueling, cleaning, and maintenance of equipment shall occur at least 100 feet from potentially jurisdictional waters. ▪ Any spillage of material shall be stopped if it can be done safely. The contaminated area shall be cleaned, and any contaminated materials properly disposed. For all spills, the project foreperson or other designated liaison shall notify Casitas immediately. ▪ Adequate spill prevention and response equipment shall be maintained on site and readily available to implement to minimize impacts to the aquatic and marine environments. 	<p>working condition, and pollution prevention BMPs are implemented as specified in the mitigation measure.</p>					

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
BIO-7: Compensatory Mitigation for Jurisdictional Waters Impacts						
<p>The following measures shall be implemented to mitigate impacts to jurisdictional wetlands/waters:</p> <ul style="list-style-type: none"> ▪ Permits for the proposed impacts to jurisdictional waters shall be obtained prior to initiating impacts. The discharge of fill into United States Army Corps of Engineers (USACE) jurisdictional areas will require a permit pursuant to Section 404 of the Clean Water Act and a 401 Certification from the Regional Water Quality Control Board (RWQCB), and any modification to a streambed, including removal of riparian vegetation, will require a Streambed Alteration Agreement from CDFW pursuant to Section 1600 of the CFGC. The project shall comply with the mitigation required in accordance with the Streambed Alteration Agreement and the 401 and 404 permits. ▪ Impacts associated with disturbed areas within regulated waters shall be mitigated in-kind at a ratio of at least 1:1. It should be noted the final mitigation ratios required by the regulatory agencies during the permitting process may differ, but shall be confirmed prior to the initiation of applicable construction activities. ▪ A Habitat Mitigation and Monitoring Plan (HMMP) shall be prepared by a qualified biologist/restoration ecologist to restore jurisdictional waters and/or CDFW sensitive plant communities temporarily impacted by the project. The HMMP shall address the restoration of temporarily disturbed habitat. At a minimum, the HMMP shall include the following: <ul style="list-style-type: none"> ▫ A description of the jurisdictional waters, sensitive plant communities, riparian habitat, and/or environmentally sensitive habitat areas (ESHA) type(s) and amount(s) which will be provided by the mitigation and how the mitigation method (i.e., 	<p>Coordinate with USACE, RWQCB, and/or CDFW to obtain permits for impacts to jurisdictional waters, determine mitigation requirements, and implement an approved HMMP.</p>	<p>Coordination and permit approval to be completed prior to the initiation of construction activities affecting jurisdictional waters</p>	<p>Casitas Municipal Water District; USACE; RWQCB; CDFW</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>restoration, establishment, enhancement, and preservation) will achieve the mitigation project goals</p> <ul style="list-style-type: none"> ▫ A plant palette and methods of salvaging, propagating, and seeding/planting the site to be restored ▫ Methods of soil preparation ▫ Maintenance and monitoring necessary to confirm the restored plant communities meet the success criteria ▫ Schedule for restoration activities including weed abatement, propagation and planting, soil preparation, erosion control, qualitative and quantitative monitoring, and reporting ▫ Identification of measurable performance standards for each objective to evaluate the success of the compensatory mitigation ▫ Identification of contingency and adaptive management measures to address unforeseen changes in site conditions or other components of the mitigation project <ul style="list-style-type: none"> ▪ Compensatory mitigation for permanent impacts to jurisdictional waters can be accomplished either through purchase of credits through an approved Mitigation Bank or through applicant sponsored mitigation (e.g., purchase and/or dedication of land for mitigation). Compensatory mitigation shall be determined and approved by CDFW, USACE, and RWQCB prior to impacting state of federally regulated waters. If on-site or off-site restoration would occur, a Restoration Plan shall be prepared and submitted for approval by CDFW, USACE, and RWQCB prior to initiating impacts. At minimum, the Restoration Plan shall include the following: <ul style="list-style-type: none"> ▫ A description of the purpose and goals of the restoration ▫ Identification of success criteria and performance standards 						

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<ul style="list-style-type: none"> ▫ Methods of site preparation ▫ Irrigation plan and schedule ▫ Best Management Practices (BMPs) ▫ Maintenance and monitoring program ▫ Adaptive management strategies ▫ Key stakeholders and responsible parties ▫ Funding ▫ Contingencies. 						
BIO-8: Arborist Study and Tree Protection Plan						
<p>An Arborist Study shall be conducted within portions of the project footprint occurring within 20 feet of the canopy drip line of protected trees. The study will plot the location of protected trees within this zone, identify each protected tree, and determine the jurisdiction of any trees to be impacted. The Arborist Report shall be prepared by a Certified Arborist in compliance with both the County of Ventura and County of Santa Barbara ordinance guidelines (including coastal zone guidelines). Specifically, the Arborist Report should include, at minimum, the following:</p> <ul style="list-style-type: none"> ▪ An inventory of all trees containing a canopy drip line within 20 feet of the project footprint, as feasible without trespassing on private lands. Inventory data should record, at minimum: diameter at breast height (DBH), height, canopy cover information/mapping, health and vigor rating. ▪ Representative photographs of each regulated tree which may be encroached upon. ▪ Description of proposed site development activities including, but not limited to, excavation for trenching, any tree trimming for access, and construction access routes. ▪ A project-specific Tree Protection Plan shall be prepared which would at a minimum include site plans, protective 	<p>Retain a Certified Arborist to complete an Arborist Study containing the requirements specified in the mitigation measure, including a project-specific Tree Protection Plan.</p>	<p>Prior to commencement of any tree-disturbing activities</p>	<p>Casitas Municipal Water District</p>			
	<p>Implement the Tree Protection Plan and field verify compliance.</p>	<p>Prior to commencement of any tree-disturbing activities, with periodic field monitoring for compliance throughout construction</p>	<p>Casitas Municipal Water District</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>tree fencing, the designated tree protection zone (identifying an area sufficiently large enough to protect the tree and its roots from disturbance), activities prohibited/permitted within the tree protective zone, encroachment boundaries, and potential transplanting or replacement tree plantings.</p> <p>The Arborist Report shall be completed consistent with the tree ordinance guidelines of the County of Ventura and County of Santa Barbara prior to the start of any tree-disturbing construction activities.</p>						
Cultural Resources						
CUL-1: Unanticipated Discovery of Cultural Resources						
<p>In the event archaeological resources are unexpectedly encountered during ground-disturbing activities, work within 50 feet of the find shall halt and an archaeologist meeting the Secretary of the Interior’s Professional Qualifications Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the resource. If the resource is determined by the qualified archaeologist to be prehistoric, then a Native American representative shall also be contacted to participate in the evaluation of the resource. If the qualified archaeologist and/or Native American representative determines it to be appropriate, archaeological testing for California Register of Historical Resources (CRHR) eligibility shall be completed. If the resource proves to be eligible for the CRHR and significant impacts to the resource cannot be avoided via project redesign, a qualified archaeologist shall prepare a data recovery plan tailored to the physical nature and characteristics of the resource, per the requirements of California Code of Regulations (CCR) Guidelines Section 15126.4(b)(3)(C). The data recovery plan shall identify data recovery excavation methods, measurable objectives, and</p>	<p>If cultural resources are encountered during ground-disturbing activities, halt work in the immediate area and retain a qualified archaeologist immediately to evaluate the find.</p>	<p>During ground-disturbing activities, as needed and if archaeological resources are identified</p>	<p>Casitas Municipal Water District</p>			
	<p>If necessary, review and approve additional work for evaluation efforts and to mitigate any impacts to eligible resources.</p>	<p>During ground-disturbing activities, as needed and if archaeological resources are identified</p>	<p>Casitas Municipal Water District</p>			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>data thresholds to reduce any significant impacts to cultural resources related to the resource. Pursuant to the data recovery plan, the qualified archaeologist and Native American representative, as appropriate, shall recover and document the scientifically consequential information which justifies the resource’s significance. Casitas shall review and approve the treatment plan and archaeological testing as appropriate, and the resulting documentation shall be submitted to the regional repository of the California Historical Resources Information System, per CCR Guidelines Section 15126.4(b)(3)(C).</p>						
Geology and Soils						
GEO-1: Paleontological Resources Monitoring						
<p>Prior to the commencement of project construction, a Qualified Professional Paleontologist, as defined by the SVP (2010), shall be retained to conduct paleontological monitoring during ground-disturbing activities (i.e., grading, excavation, and trenching) of previously undisturbed geologic units determined to have a high paleontological sensitivity (i.e., Casitas Formation [Qca], Sespe Formation [Ts], Pleistocene-aged alluvial deposits [Qoa], and Pleistocene-aged paralic deposits [Qppr-p]).</p> <p>Prior to the start of construction, the Qualified Professional Paleontologist or their designee shall conduct a paleontological WEAP training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction staff.</p> <p>Ground-disturbing activities on previously undisturbed areas within the project site shall be monitored on a full-time basis. Monitoring shall be supervised by the Qualified Professional</p>	<p>Retain a Qualified Professional Paleontologist to conduct paleontological monitoring during ground-disturbing activities of previously undisturbed geologic units determined to have high paleontological sensitivity (duration and timing to be determined by the Qualified Professional Paleontologist).</p>	<p>Prior to the start of construction</p>	<p>Casitas Municipal Water District</p>			
	<p>Coordinate and verify implementation of a paleontological WEAP training</p>	<p>Prior to the start of construction</p>				

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>Paleontologist and conducted by a qualified paleontological monitor, as defined by the SVP (2010).</p> <p>The duration and timing of the monitoring shall be determined by the Qualified Professional Paleontologist. If the Qualified Professional Paleontologist determines full-time monitoring is no longer warranted, they may recommend reducing monitoring to periodic spot-checking or ceasing monitoring entirely. Monitoring shall be reinstated if any new ground disturbances of previously undisturbed areas are required, and reduction or suspension shall be reconsidered by the Qualified Professional Paleontologist at the time.</p> <p>If a paleontological resource is discovered, the monitor shall have the authority to temporarily divert construction equipment around the find until it is assessed for scientific significance and collected. Once salvaged, significant fossils shall be prepared to a curation-ready condition and curated in a scientific institution with a permanent paleontological collection. Curation fees shall be the responsibility of the project owner.</p> <p>A final report shall be prepared describing the results of the paleontological monitoring efforts associated with the project. The report shall include a summary of the field and laboratory methods, an overview of the project geology and paleontology, a list of taxa recovered (if any), an analysis of fossils recovered (if any) and their scientific significance, and recommendations. The report shall be submitted to Casitas. If the monitoring efforts produced fossils, a copy of the report shall also be submitted to the designated museum repository.</p>	<p>In the event of a fossil discovery, cease work in the immediate vicinity of the find and direct the Qualified Professional Paleontologist to evaluate the find. If it is determined the fossil(s) is (are) scientifically significant, direct the Qualified Professional Paleontologist to complete fossil salvage, preparation, and curation.</p>	<p>During ground-disturbing activities, as needed and if a paleontological resource is identified</p>				
	<p>Review and approve final paleontological mitigation report and submit to the designated museum repository if fossils are salvaged and curated</p>	<p>After completion of ground-disturbing activities</p>				

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
Hazards and Hazardous Materials						
HAZ-1: Hazardous Materials Management and Spill Control Plan						
Before construction begins, the construction contractor shall submit to Casitas for review and approval a Hazardous Materials Management and Spill Control Plan (HMMSCP), including a project specific contingency plan for hazardous materials and waste operations. The HMMSCP shall establish policies and procedures consistent with applicable codes and regulations, including, but not limited to, the California Building and Fire Codes, as well United States Department of Labor, United States Occupational Safety and Health Administration, and California Occupational Safety and Health Administration regulations. The HMMSCP shall articulate hazardous materials handling practices to prevent the accidental spill or release of hazardous materials.	Review and approve HMMSCP	Prior to commencement of construction activities.	Casitas Municipal Water District			
HAZ-2: Soil Sampling and Disposal						
Prior to construction, a soil assessment shall be completed under the supervision of a professional geologist or professional engineer. If soil sampling indicates the presence of any contaminant in quantities not in compliance with applicable laws, the RWQCB or California Department of Toxic Substances Control (DTSC) shall be contacted to determine proper disposal requirements. If required based on the levels of contamination in the project site soil, proper removal and disposal of contaminated soils removed during excavation and trenching activities shall be performed.	Retain professional geologist or professional engineer to complete a soil assessment.	Prior to commencement of construction activities	Casitas Municipal Water District; RWQCB and/or DTSC (if applicable)			
	Review and approve soil assessment.	Prior to commencement of construction activities	Casitas Municipal Water District; RWQCB and/or DTSC (if applicable)			
	If soil sampling identifies contaminants in quantities not in compliance with applicable laws, contact the RWQCB or DTSC to	After review of soil assessment, as needed	Casitas Municipal Water District; RWQCB and/or DTSC (if applicable)			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
	determine proper disposal requirements.					
	If needed, conduct required contaminated soil removal and disposal.	After review of soil assessment, as needed	Casitas Municipal Water District; RWQCB and/or DTSC (if applicable)			
HAZ-3: Contaminated Soil Contingency Plan						
The contractor shall develop and implement a Contaminated Soil Contingency Plan to handle treatment and/or disposal of contaminated soils. If contaminated soil is encountered during project construction, work shall halt, and an assessment made to determine the extent of contamination. Treatment and/or disposal of contaminated soils shall be conducted in accordance with the Contingency Plan.	Review and approve Contaminated Soil Contingency Plan.	Prior to start of construction	Casitas Municipal Water District			
	If contaminated soil is encountered during project construction, halt work and assess extent of contamination. Treat and/or dispose of contaminated soils in accordance with the Contingency Plan.	During construction, if contaminated soil is encountered	Casitas Municipal Water District			
Noise						
NOI-1: Pump Station Noise Control						
Noise-generating equipment at the temporary and permanent booster pump stations at the BPS-A site and the permanent booster pump station at BPS-B site shall comply with the following County noise standards for ongoing outdoor noise levels received by noise sensitive receivers, measured at the exterior wall of the building: 55 dB(A) L_{eq} during any hour from 6:00 a.m. to 7:00 p.m.; 50 db(A) L_{eq} during any hour from 7:00 p.m. to 10:00 p.m.; 45 db(A) L_{eq}	Verify through project plans, specifications, and noise-generating equipment manufacturer submittals that noise will be controlled per the requirements of the mitigation measure.	Prior to the operation of booster pump stations	Casitas Municipal Water District			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>during any hour from 10:00 p.m. to 6:00 a.m.; or the ambient noise level plus 3 db(A) during any of these time periods. This may be accomplished by methods including, but not limited, to: enclosing or screening the pump, motor, and other noise-generating mechanical equipment; or using equipment that would generate noise levels that would not exceed County standards. These methods would be implemented prior to operation of the pump stations, and if enclosures or screens are used, they shall break the line of sight between the noise generating equipment and the sensitive receivers. During routine maintenance trips to the pump station, the methods to reduce noise levels to within County standards shall be inspected and maintained in accordance with manufacturer’s specifications to provide continued noise reduction.</p>						
Transportation and Traffic						
T-1: Traffic Management Plan						
<p>The contractor shall submit a Traffic Management Plan (TMP) to the County of Ventura, County of Santa Barbara, and Caltrans, as necessary, for review and approval prior to construction or issuance of applicable permits. The TMP shall:</p> <ol style="list-style-type: none"> 1. Identify construction-related vehicle routes, especially trucks. Truck routes shall minimize travel on roadways where truck traffic is ordinarily not permitted or weight restrictions are imposed. 2. Identify proper precautions to protect all pavements, curb and gutter, sidewalks, and drainage structures from damage associated with truck traffic on project area roadways. 3. Identify emergency access routes and detours (if any) for emergency response along roadways potentially affected by project construction. Additionally, describe procedures in place to provide priority access for emergency service vehicles through the construction work zone. 	Review and approve the TMP.	Prior to start of construction activities or issuance of applicable permits	Casitas Municipal Water District			
	Submit TMP to applicable agencies for permit issuance, as needed.	Prior to start of construction activities, as needed	Casitas Municipal Water District			
	Field verify compliance with the TMP.	Periodically throughout construction activities	Casitas Municipal Water District			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
<p>4. Describe traffic control measures to be implemented to manage traffic and reduce potential traffic impacts in accordance with the most recent version of the California Manual of Uniform Traffic Control Devices. Traffic control measures may include, but are not limited to, flag persons, warning signs, lights, barricades and cones to provide safe passage of vehicular (including cars and buses), bicycle and pedestrian traffic, and access by emergency responders.</p> <p>5. Identify off-street or turnout parking areas in which construction workers shall park and delineate those in the contractor specifications.</p> <p>6. Identify the location of any transit stops and transit and bicycle routes which may be temporarily impacted by construction activities and identify places to temporarily relocate transit stops and transit and bicycle routes, if necessary. Describe signage to be used for relocated transit, bicycle, or pedestrian facilities during project construction.</p>						
T-2: Emergency Service Providers						
The contractor shall notify emergency service providers (fire and police departments serving the project site) with construction contact names, locations, schedules, and traffic plans, if applicable, prior to the start of construction.	Verify information specified in the mitigation measure has been provided to emergency service providers.	Prior to commencement of construction activities	Casitas Municipal Water District			

Mitigation Measure/Condition of Approval	Action Required	Monitoring Timing	Responsible Agency	Compliance Verification		
				Initial	Date	Comments
Construction Noise Controls						
<p>The following noise control procedures shall be employed:</p> <p>a. Maximum Noise Levels within 1,000 Feet of any Residence, Business, or Other Populated Area: Noise levels for trenchers, pavers, graders and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA at 50 feet.</p> <p>b. Equipment: Jack hammers shall be equipped with exhaust mufflers and steel muffling sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.</p> <p>c. Operations: Keep noisy equipment as far as possible from noise-sensitive site boundaries. Machines should not be left idling. Use electric power in lieu of internal combustion engine power wherever possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have mufflers.</p> <p>d. Scheduling: Schedule noisy operations so as to minimize their duration at any given location.</p> <p>e. Monitoring: To determine whether the above noise limits are being met and whether noise barriers are needed, the Contractor shall use a portable sound level meter meeting the requirements of American National Standards Institute Specification S1.4 for Type 2 sound level meters. If non-complying noise levels are found, the Contractor shall be responsible for monitoring and correction of excessive noise levels. Methods to reduce noise levels may include installation of temporary sound barriers/blankets between the construction equipment and the nearest sensitive receivers. The temporary barriers/blankets would be of sufficient height to block the line of sight between the equipment and receivers and would drape on the ground or be sealed at the ground.</p>	<p>Include noise control procedures in construction contractor specifications, as applicable.</p>	<p>Prior to the issuance of construction bid documents (for each construction phase)</p>	<p>Casitas Municipal Water District</p>			

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**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE
DATE: 03/22/2023

RECOMMENDATION:

- Adopt the Initial Study and Mitigated Negative Declaration for the Ventura-Santa Barbara Counties Intertie
- Adopt the Mitigation Monitoring and Reporting Program for the Ventura-Santa Barbara Counties Intertie
- Approve Amendment No. 3 for professional engineering services with Water Works Engineers, LLC, for the Ventura-Santa Barbara Counties Intertie for a fee increase not to exceed \$227,213.00 for a total fee of \$3,225,950.00
- Award purchase of electrical switchgear for the Ventura-Santa Barbara Counties Del Mar Pump Plant (Booster Pump Station A) to CED Royal Industrial Solutions in the amount of \$123,760.28

BACKGROUND AND DISCUSSION:

The Ventura-Santa Barbara Counties Intertie project includes approximately 7,100 feet of 16-inch pipeline and a two booster pump stations to connect the Carpinteria Valley Water District (CVWD) and Casitas systems.

Initial Study and Mitigated Negative Declaration (IS-MND). An IS-MND was prepared in 2021 and distributed for public comment. That IS-MND was not adopted by the Board. The project evolved and the locations of the two pump stations were revised to reflect these changes. A revised IS-MND was prepared based on these revisions and was distributed for public comment in December 2022. The public comment period ended on January 6, 2023. Letters were received from several agencies and a Response to Comments was prepared to address these comments. The Final IS-MND can be found at the following link on the District's website: <https://www.casitaswater.org/about-us/engineering/engineering-reports-and-master-plans>.

The Final IS-MND includes Responses to Comments in Appendix H.

Mitigation Monitoring and Reporting Program (MMRP). The IS-MND includes an MMRP (Appendix I) to address potential impacts, which will be implemented for all construction related to the project. The MMRP is attached for reference.

Amendment No. 3 for Water Works Engineers (WWE). In February 2019, the Board approved an agreement with Water Works Engineers, LLC (WWE) for preliminary engineering, design, assistance during bidding, permitting support, and engineering services during construction for the project in the amount of \$762,759.00. Preliminary design was completed in July 2019. The project was put on hold during 2020. Amendment No. 1 was approved by the Board in November 2021 and Amendment No. 2 was approved in April 2022. As the level in Lake Casitas continued to decline in 2021 and 2022, Casitas staff directed WWE to prepare design documents for Temporary Booster Pump Station A (now called Del Mar Pump Plant), which could be implemented in a short timeframe. Amendment No. 3 includes design fees for this effort in the amount of \$227,213. Upon approval of the amendment, WWE’s total contract is \$3,225,950. Amendment No. 3 is attached.

Electrical Switchgear for Del Mar Pump Plant. Electrical switchgear is a long lead time item and pre-purchase of this equipment would expedite construction of the permanent Del Mar Pump Plant. Upon evaluation of the project components and related lead times, it was determined the project’s critical path is driven by the following items:

- Main switchboard
- 277/480V Panel
- 120/240V Panel
- 15 kVA transformer

Quotes were solicited from three electrical suppliers and only two responded(attached for reference). Table 1 summarizes the two quotes received as well as the lead times associated with each quote.

**Table 1 – Ventura-Santa Barbara Counties Intertie
 Electrical Switchgear for Del Mar Pump Plant**

Vendor	Total	Estimated Lead Times			
		Switchboard	Panel PPT	Panel LPT	15kVA Transformer
CED Royal Industrial Solutions	\$123,760.28	52-58 Weeks	37-43 Weeks	27-33 Weeks	17-23 Weeks
Industrial Electric Manufacturing	\$107,287.33	76-78 Weeks	31-32 Weeks	31-32 Weeks	13-15 Weeks

Staff recommends CED Royal Industrial be awarded the work in the amount of \$123,760.28 as the lead time for the switchboard is the shortest by a significant amount.

BUDGET IMPACT:

The budget for fiscal year (FY) 2022-23 includes \$1,500,000 for the project, which is anticipated to be sufficient for expenditures this fiscal year.

Attachments:

- Mitigation Monitoring and Reporting Program
- Amendment No. 3 for Design Engineering Services, Water Works Engineers, LLC
- Quotes for Electrical Switchgear for Ventura-Santa Barbara Counties Intertie Phase 2A Del Mar Pump Plant



AMENDMENT NO. 3

ENGINEERING DESIGN SERVICES WITH

WATER WORKS ENGINEERS, LLC

FOR VENTURA-SANTA BARBARA COUNTIES INTERTIE

This Amendment No. 3 to Agreement for Engineering Design Services is made and entered into as of this 22nd day of March, 2023 ("Effective Date") by and between Casitas Municipal Water District (Casitas or District) and Water Works Engineers, LLC. (Consultant) whose address is 760 Cypress Ave, Suite 201, Redding CA 96001, and is made with reference to the following:

RECITALS

- A. On February 27, 2019, District and Consultant entered into a Professional Services Agreement (Agreement) for design engineering services for the Ventura-Santa Barbara Counties Intertie project (Project).
- B. On October 13, 2021, District and Consultant entered into Amendment No. 1 to reflect additional services not included in the Agreement and to extend the term of the Agreement to December 31, 2024, and to increase the total compensation.
- C. On April 27, 2022, District and Consultant entered into Amendment No. 2 to reflect additional services not included in the Agreement and to extend the term of the Agreement to December 31, 2024, and to increase the total compensation.
- D. District desires to enter this Amendment No. 3 to reflect additional services not included in the Agreement, Amendment No. 1, and Amendment No. 2 and to increase the total compensation.
- E. 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 Amendment Request No. 3 to Provide Additional Engineering Design Services for the Ventura – Santa Barbara Counties Intertie Project dated March 10, 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 \$3,225,950.00 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.

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

By: _____

Secretary
Casitas Municipal Water District

Casitas Municipal Water District

APPROVED AS TO FORM:

John M. Mathews, Attorney
Arnold La Rochelle Mathews VanConas & Zirbel, LLC

WATER WORKS ENGINEERS, LLC

By: _____

Title: _____

Printed Name: _____

**Amendment No. 3
March 10, 2023**

Water Works Engineers and Casitas Municipal Water District

**Ventura County/Santa Barbara County Water Intertie:
Additional Engineering Services**

This Amendment No. 3 is issued by Casitas Municipal Water District (herein referred to as CLIENT) and accepted by Water Works Engineers (herein referred to as ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the Agreement for Engineering Design Services (Agreement) dated February 27, 2019, between Casitas Municipal Water District and Water Works Engineers.

PROJECT DESCRIPTION

The project specifics are as follows:

Location	Carpinteria, CA
Facility Name	Ventura-Santa Barbara Counties Intertie
Facility Type	Potable Water Main, Pump Station, and Disinfectant Boosting Facilities
Modified Facilities/ Added Improvements	A summary of the additional/modified facilities and engineering services included in this Amendment No. 3 from the facilities included originally in the Agreement, Amendment No. 1, and Amendment No. 2 are as follows: <ul style="list-style-type: none"> • Additional Temporary Booster Pump Station A (TBPS-A)
Project Objectives	<ul style="list-style-type: none"> • Preliminary Design - Develop, Assess, Identify and Recommend: <ul style="list-style-type: none"> ○ TBPS-A - Site Design, Chemical Feed System, and integration with future permanent BPS-A • Final Design - Complete final design of TBPS-A with focus on cost effectiveness; long term quality and viability; and schedule compliance.

SCOPE

The following services will be provided by ENGINEER. This Amendment No. 3 has been split into subtasks, matching the prior Agreement format, as follows:

Subtask	Title
1	Project Management
2	Final Design and Contract Documents – (60%, 90%, 100%, and Final Bid Submittals)

Subtask 1 – Project Management

Under this subtask, ENGINEER will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. ENGINEER will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. ENGINEER will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly invoices to the CLIENT. The following will be performed under this subtask:

- 1) Project Communication and Control
 - a) Coordination of all project team activities
 - b) Communication of project progress and issues to CLIENT staff
 - c) Project schedule maintenance and control of project tasks to keep project schedule on track
 - d) Cost tracking of all engineering activities and active cost control of fees.
- 2) Quality Assurance/Quality Control
 - a) Implement Quality Assurance/ Quality Control Policy

Meetings	<ul style="list-style-type: none"> • Bi-weekly Progress Meetings (1-hr; Virtual Screenshare/Teleconference)
Deliverables	<ul style="list-style-type: none"> • Monthly Invoices (by email)

Subtask 2: Final Design and Contract Documents

ENGINEER will prepare the necessary contract documents (construction plans, typical details, specifications, and cost estimates) for the project, based on the design criteria and recommendations, input from CLIENT staff, and in conformance with CLIENT’s standards and specifications for equipment preferences. ENGINEER will provide the same Final Design and Contract Documents services for the additional/modified facilities presented in this Amendment No. 3 as provided in the Agreement, Amendment No. 1, and Amendment No. 2.

A summary of the additional/modified facilities included in this Amendment No. 3 from the facilities included originally in the Agreement, Amendment No. 1, and Amendment No. 2 are as follows:

- 1) Temporary Booster Pump Station A (TBPS-A)
 - a) Temporary Booster Pump Station (4.1-cfs or 1,840-gpm), including:
 - b) Rental Booster Pump Skid (8-pumps; constant speed)
 - c) Chemical Storage and Feed Systems:
 - i) Sodium Hypochlorite (SHC)
 - ii) Liquid Ammonium Sulfate (LAS)
 - iii) Orthophosphate (Sequestrant)
 - d) Temporary Chemical Feed Buildings (Total of 2)
 - e) Electrical conduits and pull boxes – designed and coordinated for ease of transition from temporary to permanent BPS-A facilities
 - f) Yard Piping, valves, and appurtenances
 - g) Site Civil improvements (Grading, fencing, etc.)

Subtask 2.1 - 60% Design Submittal

The 60% design submittal will communicate to the CLIENT the project design so that meaningful discussion can take place and the core project decisions can be made as a group. ENGINEER will use a combination of design drawings, 3-dimensional CADD models, manufacturers’ information, and other communication tools to allow the CLIENT an opportunity for significant input into the design process. The following deliverables will be provided by ENGINEER with this submittal:

- 1) Drawings:
 - a) General – Cover Sheet, Notes, Legends
 - b) Civil site layout of temporary pump station
 - c) Mechanical layout of pump station and chemical buildings
 - d) Chemical Storage and Feed Facilities – including SHC, LAS, and Sequestrant
 - e) Electrical and Instrumentation
 - i) P&IDs
 - ii) Single Line Diagram
 - iii) Elevation Layout (Switchboard, ATS, MCC, Control Panel)
 - iv) Control Panel Wiring Diagrams
 - v) Panelboard Schedule
- 2) Technical Specifications – Outline and Select Mechanical, Electrical, and Instrumentation Specs
- 3) Opinion of Probable Construction Cost (OPCC)
- 4) Updated Project Schedule

Meetings	<ul style="list-style-type: none"> • 60% Temporary BPS-A Design Review Meeting
Deliverables	<ul style="list-style-type: none"> • TBPS-A 60% Design Drawings and Specifications (Hardcopies and Elec.; .pdf) • TBPS-A 60% Design OPCC (Elec.; .pdf) • Updated Project Schedule (Elec.; .mpp and .pdf)

Subtask 2.2 - 90% Design Submittal

In general, the 90% Design Submittal will be a complete project package, with all design drawings, details and specifications completed. The period between 90% and 100% should solely be dedicated to minor inter-disciplinary coordination and final QA/QC checking of all documents. In the 90% submittal, 2-dimensional plan and section drawings are incorporated with 3-dimensional isometrics to clearly show how complex piping systems are to be constructed. In addition to the items listed for the previous submittal, the following will be provided with this submittal:

- 1) Drawings (update 60% and add):
 - a) Notes
 - b) Details
- 2) Completion of all technical specifications, including draft CLIENT Division 0 and 1 “front-end” documents (if available) or ENGINEER Standard.
- 3) Updated Opinion of Probable Construction Cost (OPCC)
- 4) Updated Project Schedule

Meetings	<ul style="list-style-type: none"> • 90% Temporary BPS-A Design Review Meeting
Deliverables	<ul style="list-style-type: none"> • TBPS-A 90% Design Drawings and Specifications (Hardcopies and Elec.; .pdf) • TBPS-A 90% Design OPCC (Elec.; .pdf) • Updated Project Schedule (Elec.; .mpp and .pdf)

Subtask 2.3 - 100% Design and Bid Documents Submittal

100% Design Submittal

The 100% Design Submittal incorporates comments provided by the CLIENT at the 90% design stage and/or QA/QC comments generated by ENGINEER’s QA/QC review team, with particular emphasis on formatting and clean-up to ensure clear and legible reproduction. The 100% Design will be submitted to the CLIENT for their review and use. The 100% Design Review will be performed by CLIENT. Following the 100% Design Review Meeting, receipt of the corresponding CLIENT review and QA/QC comments generated by ENGINEER’s QA/QC review team, ENGINEER will address all of the review and plan check comments and complete the Bid Documents Submittal. The Bid Documents Submittal will be (1) submitted to the CLIENT for CLIENT’s use in soliciting contractor bids.

Bid Documents Submittal

The Final Bid Documents Submittal incorporates comments provided by the CLIENT at the 100% design stage, QA/QC comments generated by ENGINEER’s QA/QC review team, and comments from the encroachment permit process.

Meetings	<ul style="list-style-type: none"> • 100% Design Review Meeting • Final Bid Documents Review Meeting
Deliverables	<ul style="list-style-type: none"> • 100% Submittal Deliverables: <ul style="list-style-type: none"> ○ 100% Design Drawings (11x17), 3 hardcopies + PDFs ○ 100% Specifications, Cost Estimate and Schedule, 3 hardcopies + PDFs • Bid Documents (Plans and Specifications) <ul style="list-style-type: none"> ○ PDF – electronically stamped and signed for reproduction ○ Hard Copy - Wet stamped and signed <ul style="list-style-type: none"> ▪ 5 copies - 11 x 17 Drawings ▪ 3 copies - 22 x 34 Drawings ▪ 3 copies - Division 0-16 Specifications – bound as deemed appropriate ○ AutoCAD Drawings • MS Word Specifications

ASSUMPTIONS:

The assumptions from the Agreement, Amendment No. 1, and Amendment No. 2 were utilized in the development of this scope and fee, with the exception of the modified assumptions below. Additional amendments are required to perform any of the work which is not listed in this scope or has been specifically identified as out of scope in the assumptions below:

General

1. Preliminary and Final Design services for the following Permanent BPS-A Facilities are not included in this Amendment No. 3, as they were provided in the Agreement, Amendment No. 1, and/or Amendment No. 2:
 - a. Surge Tanks, including air compressor
 - b. Utility transformer
 - c. Meter/main Switchboard
 - d. Permanent Site Improvements
2. Permitting assumptions
 - a. No planning or special use permit is included in the scope.
 - b. No building permit is included in the scope.
 - c. No tree removal permitting is included in the scope.
 - d. No grading or drainage permit is included in the scope.
 - e. No air quality permitting is included in the scope.
 - f. No floodplain permitting is included in the scope.
 - g. No fire sprinklers are included in the scope.
 - h. CLIENT to permit project with Division of Drinking Water (DDW)
3. Performed by Others:
 - a. Construction Permitting
 - i. General construction permit(s)
 - ii. Temporary construction easements

Temporary Booster Pump Station Facilities

1. Power readily available from Southern California Edison at the pump station locations.
2. Pump Station Layouts/Sites
 - a. Booster Pump Station A (BPS-A):
 - i. Temporary Chemical Feed Facilities
 1. Temporary 400-gallon SHC tank and feed pump located in new wood-framed pre-purchased shed
 2. Temporary 550-gallon LAS tank, 1,000-gallon orthophosphate tank and feed pumps located in new wood-framed pre-purchased shed
3. Stormwater will be conveyed to a new infiltration ditch by gravity.

SCHEDULE

The project schedule will be as shown in the attached updated CPM Project Schedule.

PAYMENT

Payment will be on a Time and Expense basis and invoiced in accordance with the Hourly Wage Rates in the following table.

Classification	Title	Hourly Rate
AA1	Administrative Assistant	\$77
AA2	Senior Administrative Assistant	\$108
EO	Jr. Engineer / Jr. Field Engineer	\$108
E1	Staff Engineer	\$135
E1EE	Electrical Staff Engineer	\$135
E1S	Structural Design Engineer	\$135
E2	Associate Engineer	\$165
E2EE	Electrical Associate Engineer	\$165
E2S	Structural Associate Engineer	\$165
E3	Project / Structural Engineer	\$185
E3EE	Electrical Engineer	\$185
E3S	Structural Engineer	\$185
E4	Senior Project Engineer / Manager	\$215
E4EE	Senior Electrical Engineer	\$215
E4S	Senior Structural Engineer	\$215
E5	Principal Engineer	\$249
T1	CADD Tech 1 / Drafter/ Jr. Technician	\$91
T2	CADD Tech 2 / Designer/Sr. Technician	\$122
T2EE	Electrical Designer	\$122
T3	CADD Tech 3 / Senior Technician	\$149

Notes:

1. A markup of 10% will be applied to all project related Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.

ATTACHMENTS

Attached to this Scope for reference are the following:

1	Updated Project Schedule
2	Fee Basis Spreadsheet

EFFECTIVE DATE

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Amendment with the effective date being the last date written below.

CLIENT

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

ENGINEER

By: _____

Name: Sami Kader, PE

Title: Principal

Address: 760 Cypress Ave., Suite 201 Redding, CA 96001

Date: _____

20-3148271

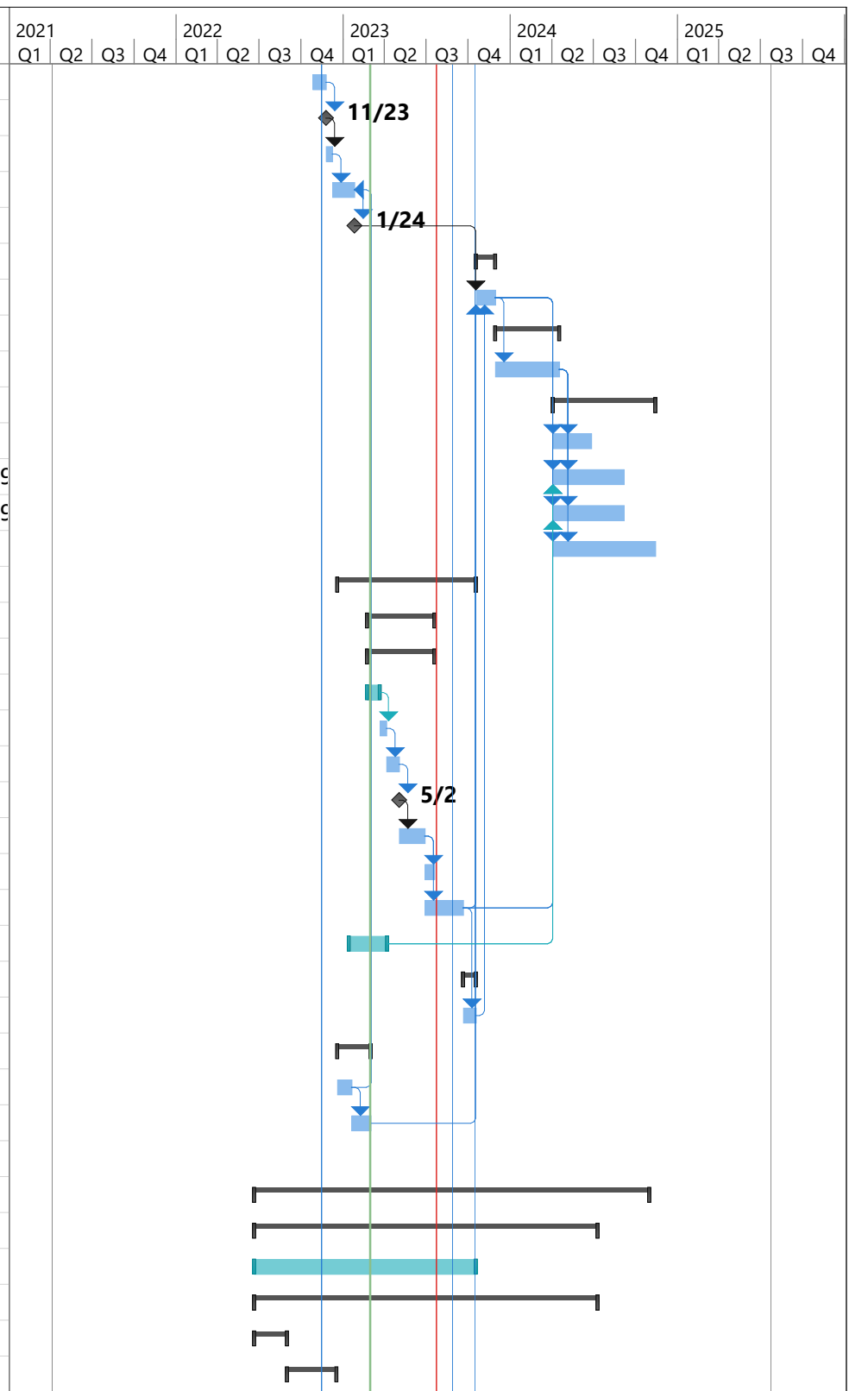
Employer I.D. No.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021				2022				2023				2024				2025			
							Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1		Total Project Duration	1123 days	Mon 4/5/21	Wed 7/23/25																					
2		Total Phase 1 Duration	942 days	Mon 4/5/21	Tue 11/12/24																					
3		Phase 1A - Intertie Pipeline (CVWD to Rincon Tie-in)	942 days	Mon 4/5/21	Tue 11/12/24																					
4		Phase 1A - Planning and Design	742 days	Mon 4/5/21	Tue 2/6/24																					
5		Task 1 - Project Management	427 days	Mon 6/20/22	Tue 2/6/24																					
6		Task 2 - Final Design & Contract Docs	632 days	Mon 4/5/21	Tue 9/5/23																					
7		Subtask 2.0 - Basis of Design Report (BODR)	506 days	Tue 9/28/21	Tue 9/5/23																					
8		Technical Memos (Appendices)	496 days	Tue 9/28/21	Tue 8/22/23																					
9		Operational Scenarios TM 1	229 days	Tue 9/28/21	Fri 8/12/22																					
13		Updated Pipeline & BPS Facilities TM2	92 days	Wed 4/6/22	Thu 8/11/22																					
17		Water Quality Study and Recomm. TM3	292 days	Mon 6/6/22	Tue 7/18/23																					
18		WQTS Phase I - Gen. WQ Concerns (In Series)	62 days	Mon 6/6/22	Tue 8/30/22																					
19		Phase II NTP from CMWD	2 days	Wed 8/31/22	Thu 9/1/22	18																				
20		WQTS Phase II - Distrib. System WQ Concerns	90 days	Wed 1/18/23	Tue 5/23/23																					
21		Prepare and Submit Draft TM	20 days	Wed 5/24/23	Tue 6/20/23	20																				
22		CMWD Review Period	10 days	Wed 6/21/23	Tue 7/4/23	21																				
23		Prepare and Submit Final TM	10 days	Wed 7/5/23	Tue 7/18/23	22																				
24		Rincon Main Water Quality Controls Facs. TM4	45 days	Wed 6/21/23	Tue 8/22/23																					
25		Prepare and Submit Initial Draft TM	25 days	Wed 6/21/23	Tue 7/25/23	21																				
26		CMWD Review Period	10 days	Wed 7/26/23	Tue 8/8/23	25																				
27		Prepare and Submit Final TM	10 days	Wed 8/9/23	Tue 8/22/23	26																				
28		Draft BODR	31 days	Mon 8/8/22	Mon 9/19/22																					
33		Final BoDR	10 days	Wed 8/23/23	Tue 9/5/23																					
36		Subtask 2.1 - Design Support Services	597 days	Mon 4/5/21	Tue 7/18/23																					
37		Subtask 2.1.1 - Geotechnical	382 days	Mon 4/5/21	Tue 9/20/22																					
53		Subtask 2.1.2 - Design Survey	260 days	Wed 7/14/21	Tue 7/12/22																					
54		Subtask 2.1.3 - Plat& Legal Desc.	15 days	Wed 6/22/22	Tue 7/12/22	53FF																				
55		Subtask 2.1.4 - Surge Analysis	20 days	Mon 7/11/22	Fri 8/5/22																					
56		Subtask 2.1.5 - Pipeline Corrosion Assess.	110 days	Mon 4/12/21	Fri 9/10/21																					
57		Subtask 2.1.6 - Exst Rincon Pipeline Cond. Assess.	110 days	Mon 4/12/21	Fri 9/10/21																					
58		Subtask 2.1.7 - Potholing	135 days	Mon 8/29/22	Fri 3/3/23																					
59		Caltrans Permitting - Potholing	120 days	Mon 8/29/22	Fri 2/10/23	66,112																				
60		Potholing Work and Reporting	15 days	Mon 2/13/23	Fri 3/3/23	59																				
61		Subtask 2.1.8 - WQ Evaluation and Testing	170 days	Wed 11/23/22	Tue 7/18/23	17FF																				
62		Subtask 2.2 - Phase 1A_60% Design	67 days	Mon 5/30/22	Tue 8/30/22																					
67		Subtask 2.3 - Phase 1A_90% Design	40 days	Wed 8/31/22	Tue 10/25/22																					
72		Subtask 2.4 - Phase 1A_100% Design and Bid Docs.	65 days	Wed 10/26/22	Tue 1/24/23																					

Project: CMWD_Intertie Pipeline
Date: Wed 3/1/23

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021				2022				2023				2024				2025									
							Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4						
73	👉	Prepare 100% Design	21 days	Wed 10/26/22	Wed 11/23/22	71																										
74	👉	Submit 100% Design	0 days	Wed 11/23/22	Wed 11/23/22	73																										
75	👉	CMWD Review	10 days	Thu 11/24/22	Wed 12/7/22	74																										
76	👉	Prepare Final Bid Docs	34 days	Thu 12/8/22	Tue 1/24/23	75,101FF+3 days																										
77	👉	Submit Final Bid Docs	0 days	Tue 1/24/23	Tue 1/24/23	76																										
78	👉	Phase 1A - Bidding & Contracting Period	30 days	Wed 10/18/23	Tue 11/28/23																											
79	👉	Task 3 - Eng. Services During Bidding	30 days	Wed 10/18/23	Tue 11/28/23	77,96,102,99																										
80	👉	Phase 1A - Contractor Equipment/Material Procurement	100 days	Wed 11/29/23	Tue 4/16/24																											
81	👉	Piping and Valves	100 days	Wed 11/29/23	Tue 4/16/24	79																										
82	👉	Phase 1A - Construction	160 days	Wed 4/3/24	Tue 11/12/24																											
83	👉	Open Cut Portion (Brown's HDD Entry to Rincon Tie-in)	60 days	Wed 4/3/24	Tue 6/25/24	79FS+10 days,81FS-10 days																										
84	👉	Open Cut Portion (CVWD Tie-in to HDD Exit)	111 days	Wed 4/3/24	Wed 9/4/24	79FS+10 days,81FS-10 days,96,9																										
85	👉	HDD Portion	111 days	Wed 4/3/24	Wed 9/4/24	79FS+10 days,81FS-10 days,96,9																										
86	👉	Task 4 - Eng. Services During Constr.	160 days	Wed 4/3/24	Tue 11/12/24	79FS+10 days,81FS-10 days																										
87	👉	Task 5 - Phase 1A Permitting Support	217 days	Mon 12/19/22	Tue 10/17/23																											
88	👉	Subtask 5.1 - Encroachment Permits for Infrastr.	105 days	Wed 2/22/23	Tue 7/18/23	68																										
89	👉	Caltrans Req'd Traffic Study and TCP	105 days	Wed 2/22/23	Tue 7/18/23																											
90	👉	Traffic Data Collection	20 days	Wed 2/22/23	Tue 3/21/23																											
91	👉	Traffic Data TM	10 days	Wed 3/22/23	Tue 4/4/23	90																										
92	👉	Draft TCP and TMP	20 days	Wed 4/5/23	Tue 5/2/23	91																										
93	👉	Submit Draft TCP and TMP to Caltrans	0 days	Tue 5/2/23	Tue 5/2/23	92																										
94	👉	Caltrans Review of TCP and TMP	40 days	Wed 5/3/23	Tue 6/27/23	93																										
95	👉	Final TCP and TMP	15 days	Wed 6/28/23	Tue 7/18/23	94																										
96	👉	Caltrans D5 (SB County) Permit	60 days	Wed 6/28/23	Tue 9/19/23	94																										
97	👉	Caltrans D7 (VTA County) Permit	60 days	Fri 1/13/23	Thu 4/6/23																											
98	👉	Subtask 5.2 - Other Permitting Assistance	20 days	Wed 9/20/23	Tue 10/17/23	68																										
99	👉	Santa Barbara County Permit	20 days	Wed 9/20/23	Tue 10/17/23	96																										
100	👉	IS/MND (By Rincon)	53 days	Mon 12/19/22	Wed 3/1/23																											
101	👉	Draft IS/MND Public Review Period	23 days	Mon 12/19/22	Wed 1/18/23																											
102	👉	Final IS/MND	30 days	Thu 1/19/23	Wed 3/1/23	101																										
103	👉																															
104	👉	Phase 1B - Temp. Emer. BPS-A Facility	618 days	Mon 6/20/22	Wed 10/30/24																											
105	👉	Phase 1B - Planning and Design	537 days	Mon 6/20/22	Tue 7/9/24																											
106	👉	Task 1 - Project Management	347 days	Mon 6/20/22	Tue 10/17/23																											
107	👉	Task 2 - Final Design & Contract Docs	537 days	Mon 6/20/22	Tue 7/9/24																											
108	👉	Subtask 2.2 - Phase 1B_60% Design	52 days	Mon 6/20/22	Tue 8/30/22																											
113	👉	Subtask 2.3 - Phase 1B_90% Design	78 days	Wed 8/31/22	Fri 12/16/22																											



Project: CMWD_Intertie Pipeline
Date: Wed 3/1/23

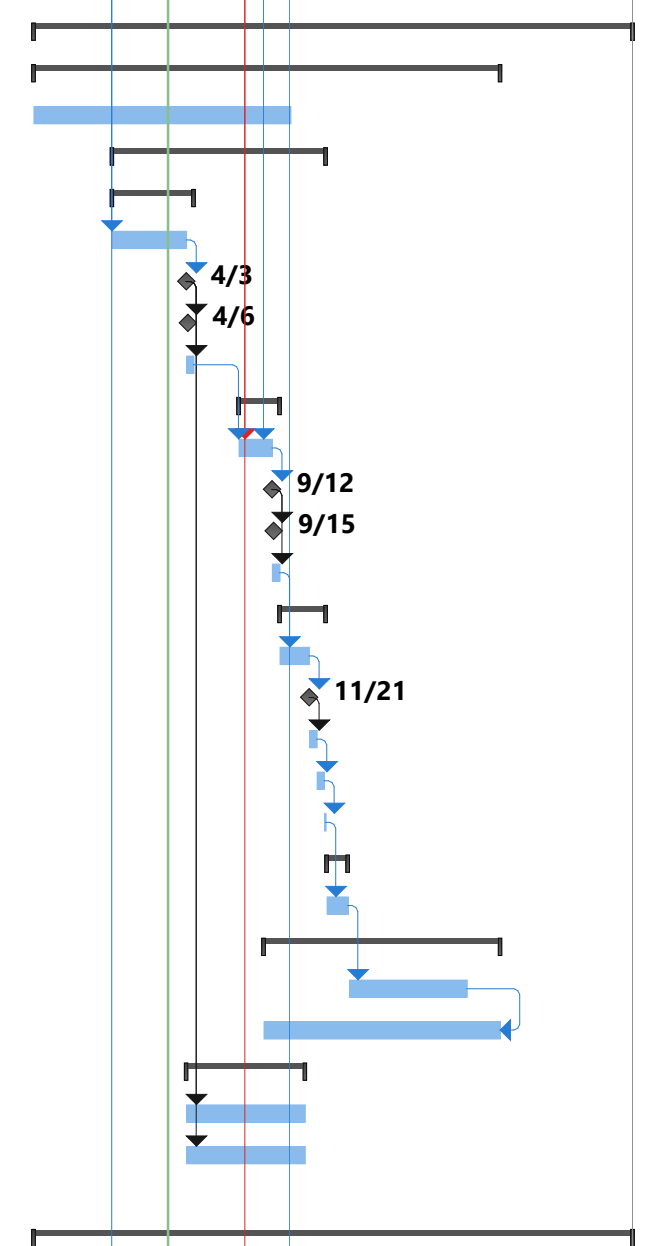
Task		Inactive Task		Manual Summary Rollup		External Milestone	◆	Manual Progress	
Split		Inactive Milestone	◆	Manual Summary		Deadline	↓		
Milestone	◆	Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021				2022				2023				2024				2025					
							Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
118		Phase 1B - Owner Equip./Matl. Procurement	377 days	Mon 1/30/23	Tue 7/9/24																							
119		Switchboard	340 days	Wed 3/22/23	Tue 7/9/24	117FS+30 days																						
120		Control System	330 days	Mon 1/30/23	Fri 5/3/24	117FS+30 days																						
121		Subtask 2.4 - Phase 1B_100% Design and Bid Docs.	73 days	Mon 12/19/22	Wed 3/29/23																							
122		Prepare 100% Design	50 days	Mon 12/19/22	Fri 2/24/23	117																						
123		Submit 100% Design	0 days	Fri 2/24/23	Fri 2/24/23	122																						
124		CMWD Review	10 days	Mon 2/27/23	Fri 3/10/23	123																						
125		Prepare Final Bid Docs	10 days	Mon 3/13/23	Fri 3/24/23	124																						
126		Submit Final Bid Docs	3 days	Mon 3/27/23	Wed 3/29/23	125																						
127		Phase 1B - Bidding & Contracting Period	30 days	Thu 3/30/23	Wed 5/10/23																							
128		Task 3 - Eng. Services During Bidding	30 days	Thu 3/30/23	Wed 5/10/23	126																						
129		Phase 1B - Contractor Equipment/Material Procurement	160 days	Thu 5/11/23	Wed 12/20/23																							
130		Rental Pump Skids	160 days	Thu 5/11/23	Wed 12/20/23	128																						
131		Surge Tank	150 days	Thu 5/11/23	Wed 12/6/23	128																						
132		Chemical Feed Pump Skids	60 days	Thu 5/11/23	Wed 8/2/23	128																						
133		Chemical Tanks	40 days	Thu 5/11/23	Wed 7/5/23	128																						
134		Piping - C900 (Low Pressure)	60 days	Thu 5/11/23	Wed 8/2/23	128																						
135		Piping - Steel Piping (High Pressure)	120 days	Thu 5/11/23	Wed 10/25/23	128																						
136		Valves (Low Pressure)	90 days	Thu 5/11/23	Wed 9/13/23	128																						
137		Valves (High Pressure)	150 days	Thu 5/11/23	Wed 12/6/23	128																						
138		Chemical Analyzers	40 days	Thu 5/11/23	Wed 7/5/23	128																						
139		Phase 1B - Construction	140 days	Thu 4/18/24	Wed 10/30/24																							
140		Task 4 - Eng. Services During Constr.	140 days	Thu 4/18/24	Wed 10/30/24	128FS+10 days,119FF+20 days,1																						
141		Task 5 - Phase 1B Permitting Support	468 days	Fri 11/18/22	Wed 9/4/24																							
142		Subtask 5.1 - Encroachment Permits for Infrastr.	83 days	Mon 11/21/22	Wed 3/15/23	114																						
143		Subtask 5.2 - Other Permitting Assistance	468 days	Fri 11/18/22	Wed 9/4/24	114																						
144		SCE Permitting and Power Provision	468 days	Fri 11/18/22	Wed 9/4/24																							
145		Application Submittal	0 days	Fri 11/18/22	Fri 11/18/22																							
146		SCE Site Visit	0 days	Wed 2/8/23	Wed 2/8/23																							
147		SCE Design Markups	20 days	Fri 3/3/23	Thu 3/30/23																							
148		SCE CAD Drawing Prep	20 days	Fri 3/31/23	Thu 4/27/23	147																						
149		SCE Eng. Design Approval	1 day	Thu 5/18/23	Thu 5/18/23	148,158																						
150		SCE Approved Map and Invoice	1 day	Fri 5/19/23	Fri 5/19/23	149																						
151		Conduit and Panel Inspections	1 day	Wed 7/31/24	Wed 7/31/24	119FS+15 days																						
152		Schedule Energization	0 days	Wed 7/31/24	Wed 7/31/24	151																						
153		Energize	0 days	Wed 9/4/24	Wed 9/4/24	152FS+25 days																						
154		Barnard Property Acquisition	60 days	Thu 2/23/23	Wed 5/17/23																							

Project: CMWD_Intertie Pipeline
Date: Wed 3/1/23

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	2021	2022	2023	2024	2025								
							Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
155		PE and TCE Survey and Legal Description (WWE)	10 days	Thu 2/23/23	Wed 3/8/23														
156		Property Acquisition (CMWD and H&J)	40 days	Thu 3/9/23	Wed 5/3/23	155													
157		Address Request (Ventura Co.)	10 days	Thu 5/4/23	Wed 5/17/23	156													
158		Receipt of Address	0 days	Wed 5/17/23	Wed 5/17/23	157													
159																			
160																			
161		Total Phase 2 Duration	808 days	Mon 6/20/22	Wed 7/23/25														
162		Phase 2A - Booster Pump Station A Facilities	630 days	Mon 6/20/22	Fri 11/15/24														
163		Task 1 - Project Management	347 days	Mon 6/20/22	Tue 10/17/23														
164		Task 2 - Final Design & Contract Docs	289 days	Tue 11/15/22	Fri 12/22/23														
165		Subtask 2.2 - Phase 2A_60% Design	110 days	Tue 11/15/22	Mon 4/17/23														
166		Prepare 60% Design	100 days	Tue 11/15/22	Mon 4/3/23	55FS-5 days													
167		Submit 60% Design	0 days	Mon 4/3/23	Mon 4/3/23	166													
168		60% Design Workshop	0 days	Thu 4/6/23	Thu 4/6/23	167FS+3 days													
169		CMWD Review	10 days	Tue 4/4/23	Mon 4/17/23	167													
170		Subtask 2.3 - Phase 2A_90% Design	55 days	Wed 7/12/23	Tue 9/26/23														
171		Prepare 90% Design	45 days	Wed 7/12/23	Tue 9/12/23	169,22FS-20 days,26FS-20 days													
172		Submit 90% Design	0 days	Tue 9/12/23	Tue 9/12/23	171													
173		90% Design Workshop	0 days	Fri 9/15/23	Fri 9/15/23	172FS+3 days													
174		CMWD Review	10 days	Wed 9/13/23	Tue 9/26/23	172													
175		Subtask 2.4 - Phase 2A_100% Design and Bid Docs.	63 days	Wed 9/27/23	Fri 12/22/23														
176		Prepare 100% Design	40 days	Wed 9/27/23	Tue 11/21/23	174													
177		Submit 100% Design	0 days	Tue 11/21/23	Tue 11/21/23	176													
178		CMWD Review	10 days	Wed 11/22/23	Tue 12/5/23	177													
179		Prepare Final Bid Docs	10 days	Wed 12/6/23	Tue 12/19/23	178													
180		Submit Final Bid Docs	3 days	Wed 12/20/23	Fri 12/22/23	179													
181		Phase 2A - Bidding& Contracting Period	30 days	Mon 12/25/23	Fri 2/2/24														
182		Task 3 - Eng. Services During Bidding	30 days	Mon 12/25/23	Fri 2/2/24	180													
183		Phase 2A - Construction	320 days	Mon 8/28/23	Fri 11/15/24														
184		Contractor Equipment Procurement	160 days	Mon 2/5/24	Fri 9/13/24	182													
185		Task 4 - Eng. Services During Constr.	320 days	Mon 8/28/23	Fri 11/15/24	184FF+45 days													
186		Task 5 - Phase 2A Permitting Support	160 days	Tue 4/4/23	Mon 11/13/23														
187		Subtask 5.1 - Encroachment Permits for Infrastr.	160 days	Tue 4/4/23	Mon 11/13/23	167													
188		Subtask 5.2 - Other Permitting Assistance	160 days	Tue 4/4/23	Mon 11/13/23	167													
189																			
190		Phase 2B - BPS-B Facilities and Rincon Main Improv.	808 days	Mon 6/20/22	Wed 7/23/25														
191		Task 1 - Project Management	1 day	Mon 6/20/22	Mon 6/20/22														



Project: CMWD_Intertie Pipeline
Date: Wed 3/1/23

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

Water Works Engineers Fee Estimate

Client Casitas Municipal Water District
 Project Ventura County/Santa Barbara County Water Intertie
 Amendment 3
 Prepared by Andrew Borgic
 Date 3/10/2023



Hours and Fee

			Hours and Fee															
			Subtask 1		Subtask 2.1		Subtask 2.2		Subtask 2.3		Subtask 3		Subtask 4		Subtask 5.1		Subtask 5.2	
			2022.5		2022		2022		2023		2023		2024		2022		2022	
			Project Management		60% Design		90% Design		100% Submittal/ Bid Documents		Engineering Assistance During Bidding		Engineering Services During Construction		Permitting Support- Encroachment Permits		Permitting Support- Other Permits	
Year			2021		2021		2021		2021		2021		2021		2021		2021	
Water Works Engineers			hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee
Classification	Title	Total Hours	Hourly Rate															
AA	Administrative	2	\$108	2	\$226													
T1	Drafter/Jr. Technician	44	\$91			12	\$1,125	16	\$1,500	16	\$1,545							
T2	Designer/Sr. Technician	0	\$122															
T3	Senior Designer - Perry	22	\$149			12	\$1,842	6	\$921	4	\$632							
T3	Senior Designer - Worrall/Martin	358	\$149			130	\$19,951	148	\$22,714	80	\$12,646							
E1	Staff Engineer - Himai Mehere	40	\$135			16	\$2,225	16	\$2,225	8	\$1,146							
E1	Staff Engineer - Rachel M	58	\$135			30	\$4,172	28	\$3,893									
E2	Associate Engineer	0	\$165															
E3	Associate Engineer-Allison P	510	\$185			200	\$38,110	210	\$40,016	100	\$19,627							
E3	Project Engineer - Lewis	0	\$185															
E4	Structural Engineer - Puhlmann	16	\$215			4	\$886	8	\$1,772	4	\$912							
E4	Senior Project Engineer - Riess	4	\$215			4	\$886											
E4	Senior QC Engineer - Durbin	18	\$215			4	\$886	6	\$1,329	8	\$1,825							
E4	Sr. Proj. Eng./PM - Borgic	64	\$215	32	\$7,192	12	\$2,657	12	\$2,657	8	\$1,825							
E5	Principal Engineer - Kotey	12	\$249			4	\$1,026	4	\$1,026	4	\$1,057							
E5	Principal Engineer - Sami/Mike	8	\$249	8	\$2,082													
Expenses																		
	WWE Expenses						\$220		\$220									
Subconsultants																		
	Elec. Design - Frisch						\$8,000		\$14,000									
Subconsultant/Expense Markup																		
Annual Increase for WWE rates of																		
			10%				\$0		\$822		\$1,422		\$0		\$0		\$0	
			3%															
Subtask Totals			42	\$9,500	428	\$82,806	454	\$93,693	232	\$41,214	0	\$0	0	\$0	0	\$0	0	\$0

Project Management		Final Design		Bidding and ESDC		Permitting Support	
Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
42	\$9,500	1,114	\$217,713	-	\$0	-	\$0

Project Total	
Hours	Fee
1156	\$227,213

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: VENTURA-SANTA BARBARA COUNTIES INTERTIE
DATE: 03/22/2023

RECOMMENDATION:

- Adopt the Initial Study and Mitigated Negative Declaration for the Ventura-Santa Barbara Counties Intertie
- Adopt the Mitigation Monitoring and Reporting Program for the Ventura-Santa Barbara Counties Intertie
- Approve Amendment No. 3 for professional engineering services with Water Works Engineers, LLC, for the Ventura-Santa Barbara Counties Intertie for a fee increase not to exceed \$227,213.00 for a total fee of \$3,225,950.00
- Award purchase of electrical switchgear for the Ventura-Santa Barbara Counties Del Mar Pump Plant (Booster Pump Station A) to CED Royal Industrial Solutions in the amount of \$123,760.28

BACKGROUND AND DISCUSSION:

The Ventura-Santa Barbara Counties Intertie project includes approximately 7,100 feet of 16-inch pipeline and a two booster pump stations to connect the Carpinteria Valley Water District (CVWD) and Casitas systems.

Initial Study and Mitigated Negative Declaration (IS-MND). An IS-MND was prepared in 2021 and distributed for public comment. That IS-MND was not adopted by the Board. The project evolved and the locations of the two pump stations were revised to reflect these changes. A revised IS-MND was prepared based on these revisions and was distributed for public comment in December 2022. The public comment period ended on January 6, 2023. Letters were received from several agencies and a Response to Comments was prepared to address these comments. The Final IS-MND can be found at the following link on the District's website: <https://www.casitaswater.org/about-us/engineering/engineering-reports-and-master-plans>.

The Final IS-MND includes Responses to Comments in Appendix H.

Mitigation Monitoring and Reporting Program (MMRP). The IS-MND includes an MMRP (Appendix I) to address potential impacts, which will be implemented for all construction related to the project. The MMRP is attached for reference.

Amendment No. 3 for Water Works Engineers (WWE). In February 2019, the Board approved an agreement with Water Works Engineers, LLC (WWE) for preliminary engineering, design, assistance during bidding, permitting support, and engineering services during construction for the project in the amount of \$762,759.00. Preliminary design was completed in July 2019. The project was put on hold during 2020. Amendment No. 1 was approved by the Board in November 2021 and Amendment No. 2 was approved in April 2022. As the level in Lake Casitas continued to decline in 2021 and 2022, Casitas staff directed WWE to prepare design documents for Temporary Booster Pump Station A (now called Del Mar Pump Plant), which could be implemented in a short timeframe. Amendment No. 3 includes design fees for this effort in the amount of \$227,213. Upon approval of the amendment, WWE’s total contract is \$3,225,950. Amendment No. 3 is attached.

Electrical Switchgear for Del Mar Pump Plant. Electrical switchgear is a long lead time item and pre-purchase of this equipment would expedite construction of the permanent Del Mar Pump Plant. Upon evaluation of the project components and related lead times, it was determined the project’s critical path is driven by the following items:

- Main switchboard
- 277/480V Panel
- 120/240V Panel
- 15 kVA transformer

Quotes were solicited from three electrical suppliers and only two responded(attached for reference). Table 1 summarizes the two quotes received as well as the lead times associated with each quote.

**Table 1 – Ventura-Santa Barbara Counties Intertie
 Electrical Switchgear for Del Mar Pump Plant**

Vendor	Total	Estimated Lead Times			
		Switchboard	Panel PPT	Panel LPT	15kVA Transformer
CED Royal Industrial Solutions	\$123,760.28	52-58 Weeks	37-43 Weeks	27-33 Weeks	17-23 Weeks
Industrial Electric Manufacturing	\$107,287.33	76-78 Weeks	31-32 Weeks	31-32 Weeks	13-15 Weeks

Staff recommends CED Royal Industrial be awarded the work in the amount of \$123,760.28 as the lead time for the switchboard is the shortest by a significant amount.

BUDGET IMPACT:

The budget for fiscal year (FY) 2022-23 includes \$1,500,000 for the project, which is anticipated to be sufficient for expenditures this fiscal year.

Attachments:

- Mitigation Monitoring and Reporting Program
- Amendment No. 3 for Design Engineering Services, Water Works Engineers, LLC
- Quotes for Electrical Switchgear for Ventura-Santa Barbara Counties Intertie Phase 2A Del Mar Pump Plant

Customer Quote For: CASITAS MUNICIPAL WATER

CED ROYAL INDUSTRIAL SOLUTIONS

Quote: Q1114219

Revision #: 001



1807 PALMA DRIVE
 VENTURA CA 93003
 Tel: (805)642-0361 Fax: (805)654-0569

Contact Name: MASON LUNA

Quote Date: 02/10/23
Updated On: 03/06/23
Expires On: 03/31/23

Job Name: VTA-SB INTERTIE PROJECT

Attn:
Ship To: CASITAS MUNICIPAL WATER
 1055 VENTURA AVE
 OAKVIEW, CA 93022-0000

Customer PO #:
Customer PO Date:
FOB: SHIPPING POINT
Freight: PREPAID

LN	Product	Qty Avail	Lead Time	Qty	Price	Per *	Ext Price
01	CUTH GEAR - SWITCHBOARD MMSB 2500A, 480/277V, N3R, COPPER BUS	0		1	\$105,695.00	E	\$105,695.00
02	*PER THE ATTACHED BOM						
03	*FREIGHT IS PREPAID AND ALLOWED DIRECT TO THE JOBSITE						
04	*IF ROYAL HAS TO RECIEVE MATERIAL AND DELIVER						
05	THERE WILL BE A FREIGHT CHARGE ADDED (BELOW)						
06	FRT SHIPPING FROM ROYAL WAREHOUSE TO JOBSITE	0		1	\$500.00	E	\$500.00
07							
08	CUTH GEAR - PANEL PPT 100A MCB, 480/277V 3PH, CU BUS	0		1	\$4,715.00	E	\$4,715.00
09	CUTH GEAR - PANEL LPT 100A MCB, 120/240V 1PH, CU BUS	0		1	\$1,521.00	E	\$1,521.00
10	CUTH GEAR - XFMR LP 1PHASE, 15KVA, 480V-120/240	0		1	\$2,997.00	E	\$2,997.00
11	SEE DETAILED BOM FROM EATON						
12	SUBMITTAL AND PRODUCTION LEAD TIMES ARE SHOWN						

Merchandise: \$115,428.00
Tax: \$8,332.28
Total: \$123,760.28

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand



Powering Business Worldwide

Eaton Corporation
1741 East Roseville Pkwy
Suite 400
Roseville, CA 95661
Office: (916) 780-4102

To: Mason Luna, Royal Power Solutions Group

FOR THE PROJECT KNOWN AS

Casitas Municipal Water Dist.-VTA SB Counties Intertie

NEG# *SR510813X2K1*

ALT#0002

DATE: 2-10-2023

EQUIPMENT SUMMARY & SELLING POLICY

EATON Electrical is pleased to offer the following Scope of Work and Bill of Material for your consideration. The Bill of Material is in accordance with our interpretation of the Plans and Specifications. This offer is subject to your approval and is conditional upon your acceptance of the applicable EATON Electrical Selling Policy listed below.

Schedules are based on current factory scheduling. Lead times are subject to change at order entry due to market and plant conditions. Please contact your EATON Electrical sales engineer or distributor if different dates are required. Shipment Dates are based on returned Approval Drawings marked "RELEASED FOR MANUFACTURE".

Job is quoted:

Per Plan Drawings and Spec Sections

Specifications: No Specs.

Plans: E02, E03 (revised)

Comments and special conditions as noted.

[See BOM for equipment scope and details.](#)

Unless otherwise noted:

Addendums:

Respectfully,

Mark Townsley

Eaton Electrical
Executive Sales Engineer
Office: (916) 780-4102
Mobile: (916) 799 -2429

Project Name:	Casitas MWD-VTA SB Counties	Negotiation No:	SR510813X2K1
	Intertie		
General Order No:		Alternate No:	0001

Item No.	Qty	Product	Description
	1	Switchboards	IFS Pow-R-Line Xpert Switchboard, Front Access/ Front and Rear Align, Type 3R (nonwalk-in) Flat Roof, 480Y/277V 3-Phase 4-Wire, 2500 Silver Plated Copper, Minimum Interrupting Rating: 65kA, Bus Bracing Rating: 65kA, Depth: 30 In
		Designation	MMSB
Structure	1	2500 Amp Silver Plated CU Bussed Incoming Pull Section	
Structure	2	2500 Amp Silver Plated CU Main Structure	Vertical Isol. Barrier (Service Entrance) Horizontal Isol. Barrier (Service Entrance) Compartment 1 - Utility 2500A Utility Metering - SOUTHERN CALIFORNIA EDISON (SCE) Utility Meter Socket Compartment 2 - Breaker 2500A 3P NRX-RF Brkr [Fixed-Manual], 65 kAIC PXR20 LSIG/A w/ Modbus & ARMS Trip Unit Local using blue light / switch on face of Switchboard
Structure	3	IFS Integration Structure	Compartment 1 - Breaker 1000A, 3P PDG53M Breaker, [1200A Frame] PXR20 LSIG Trip Unit w/ ARMS, Trip Unit Amps, 1200A Local using blue light / switch on face of Switchboard Compartment 2 - Breaker 200A, 3P PDG23M Breaker [225A Frame] PXR20 LSIG Trip Unit Trip Unit Amps, 225A Compartment 3 - Breaker 3P PD2 Provision
	Qty	List of Materials	
	3	Type 3R (nonwalk-in) Flat Roof	
	1	Service Entrance Label	
	3	Silver Plated Copper Ground Bus	
	3	Seismic Freestanding Label (IBC/CBC Seismic Qualified)	
	1	2500 Amp Silver Plated CU Main Structure	
	1	2500A Utility Metering - SOUTHERN CALIFORNIA EDISON (SCE)	
	2	Utility Meter Socket	
	1	Lockoff device, Metal	
	1	Vertical Isol. Barrier (Service Entrance)	
	1	Horizontal Isol. Barrier (Service Entrance)	
	1	2500 Amp Silver Plated CU Bussed Incoming Pull Section	
	1	IFS Integration Structure	
	1	Top Chassis, 22X Swbd Chassis, 1200A Silver-plated Cu bus, 480Y/277V 3-Phase 4-Wire	
	1	Outgoing Lug Pad, Str 3, (8) 500MCM/Phase	
	1	2500A 3P NRX-RF Brkr [Fixed-Manual], 65 kAIC, Trip 2500 A, PXR20 LSIG/A w/ Modbus & ARMS, Bottom	
	1	1000A, 3P PDG53M Breaker, [1200A Frame], Trip 1000 A, PXR20 LSIG/A w/ ARMS, (4) 4/0-500 kcmil, Mechanical	
	1	200A, 3P PDG23M Breaker [225A Frame], Trip 200 A, PXR20 LSIG/A, (1) #4-4/0, Mechanical	
	1	3P PD2 Provision	

Detail Bill of Material

Project Name: Casitas MWD-VTA SB Counties
Intertie
Negotiation No: SR510813X2K1
General Order No:
Alternate No: 0001

Item No.	Qty	Product	Description
	1	Panelboards	23 Circuits, 100A, Fully Rated, 480Y/277V 3Ph 4W, Copper Bus, 65kAIC, 100A, 3P Frame 2 Main Breaker[Bottom Fed], Surface Mounted

Catalog No P23D100BB24CH3R
Designation PPT

Qty List of Materials

- 1 100A, 3P Frame 2 Main Breaker
- 5 Padlockable Hasp Lockoff Device
- 3 30A, 3P Frame 2 Branch Breaker
- 2 50A, 3P Frame 2 Branch Breaker
- 2 3P Frame 2 Branch Provision Only
- 1 50A, 2P Frame 2 Branch Breaker
- 1 Copper Main Bus, 100 Amps
- 1 Std. Bolted Cu Ground Bar (Cu Cable Only)
- 1 Panel Nameplate - White with Black Letters
- 1 Permanent Circuit Numbers
- 1 Type 3R Enclosure: LWPQ2060

Item No.	Qty	Product	Description
	1	Panelboards	30 Circuits, 100A, Fully Rated, 120/240V 1Ph 3W, Copper Bus, 10kAIC, 100A, 2P BAB Main Breaker[Bottom Fed], Surface Mounted

Catalog No P21C100BB30CH3R
Designation LPT

Qty List of Materials

- 1 100A, 2P BAB Main Breaker
- 16 Padlockable Lockoff Device
- 16 20A, 1P BAB Branch Breaker
- 12 1P Branch Provision Only
- 1 Copper Main Bus, 100 Amps
- 1 Std. Bolted Cu Ground Bar (Cu Cable Only)
- 1 Panel Nameplate - White with Black Letters
- 1 Permanent Circuit Numbers
- 1 Type 3R Enclosure: LWPQ2036

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented 1 Phase, 15 KVA, 1 K-Factor 480 Primary Volts 120/240 Secondary Volts Temperature Rise 115C with 220C Insulation System Aluminum Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 45 Efficiency : DOE 10 CFR Part 431 (2016) Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab) Operating Frequency: 60 HZ

Catalog No T48M11F1516
Designation XFMR LP



Detail Bill of Material

Project Name: Casitas MWD-VTA SB Counties
Intertie
General Order No:
Negotiation No: SR510813X2K1
Alternate No: 0001

Qty	List of Materials
1	1 Phase, 15 KVA, 480 Primary Volts, 120/240 Secondary Volts, 115C with 220C Insulation System Temperature Rise, Aluminum Winding Material, 60 HZ

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

<u>EQUIPMENT</u>	Working Weeks for <u>Bid Manager</u> Approval Drawings after receipt of written P.O. from customer.	Working Weeks <u>to ship</u> after release of order. Transit time is not included and cannot be guaranteed.
PRLX Switchboard	2-3	50-55
PRL3X Panelboard	2-3	35-40
PRL1X Panelboard	2-3	25-30
Dry Type Transformer	2-3	15-20

PROJECT SPECIFIC COMMENTS & CLARIFICATIONS

- SWB quote does NOT include interior lighting, space heaters or thermostats.

Project Name: Casitas MWD-VTA SB Counties
Intertie
General Order No:

Negotiation No: SR510813X2K1
Alternate No: 0001

COMMENTS & SPECIAL CONDITIONS

1. Written quotations are valid for 30 days from its date unless otherwise stated.
2. Lead times are plus transit.
3. Eaton provides FOB Factory (or FOB Destination as adder); any additional logistics/staging/kitting should be coordinated through an authorized Eaton distributor.
4. The bill of material is based upon on our interpretation of any specifications, drawings, and/or other information provided. Any items or features not listed in the bill of material are not included.
5. Any modifications or additions to the bill of material will require a revised quotation and is subject to a change in price and lead times.
6. Items NOT included unless shown as a separate item within the bill of materials: safety switches, enclosed circuit breakers, starters, meter sockets, lighting contactors, fuses, spare parts, renewal parts, other miscellaneous equipment, factory testing, extended warranty, seismic calculations, selective coordination or ArcFlash analysis.
7. When the information is not indicated, it is assumed equipment enclosures are NEMA 1 indoor.
8. When the information is not indicated, it is assumed Panelboards are NEMA 1 indoor, flush mounted, 10kAIC (208V) and 14kAIC (480V).
9. Nameplates are NOT included for miscellaneous equipment such as safety switches, enclosed circuit breakers, starters, lighting contactors, etc.
10. Cable terminations use mechanical type lugs. Mechanical lugs will accept either copper or aluminum cables. Compression type lugs are available at an additional charge.
11. Proposed equipment is finished using EATON Electrical standard application process and colors.
12. Dry Type transformers (DOE 2016) supplied do NOT include primary or secondary terminal lugs. Dry type transformers are supplied with factory standard impedance and reactance levels unless shown otherwise.
13. Motor control centers overload heaters are included in MCC pricing. However, these heaters will NOT be shipped until a verified list of full load amps or the specific heater sizes have been submitted to Eaton Electrical in writing.
14. The Supply and Installation of Labels and Signage as required by the 2011 NEC/2010 CEC (i.e., See 110.24; 230.72(A); 312.8(3); 403.8(F)(2); 408.4) as "Field Installed" are the responsibility of the End User and are NOT included in this quotation.
15. SEISMIC QUALIFICATION: Eaton equipment is Seismic certified per IBC and CBC requirements where applicable. Eaton will supply "Seismic Qualified" certificates, mounting provision locations, center of gravity, weights, and installation recommendations. (These items can also be found at www.eaton.com/seismic) The CONTRACTOR will be responsible for all costs associated with the equipment anchorage details that are to be prepared and stamped by a licensed civil engineer in the State of California. Said drawings shall be coordinated with the Eaton supplied mounting provision locations, center of gravity, weights, and installation recommendations. Calculations of anchor lengths and other seismic calculations are to be PROVIDED BY OTHERS.
16. TITLE 24: Panels and switchboards - Eaton is not responsible for Title 24 design compliance unless Title 24 requirements are an integral part of the design. SPD and customer metering is only included where shown on single line or panel schedules.
17. NEC/CEC ARTICLE 240.87(B): Eaton will provide the arc reduction method where it is specifically called for on the plans and specifications for circuit breakers that are rated or can be adjusted to 1200A or higher. Where no method is detailed on the plans and specifications, Eaton will provide standard circuit breakers with the features defined in the plans and specifications and can provide the additional cost adder(s) for compliance with article 240.87(B) at a future date when the designers of the project select their choice of arc reduction method.

TERMS & CONDITIONS SUMMARY

1. **All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.**
2. Customer accepts Terms & Conditions of the EATON Corporation 25-000 Selling Policy when accepting this quotation and placing an order. Eaton 25-000 Selling Policy also contains payment, net and discount terms. **Customer's PO must state "Per EATON 25-000 Selling Policy."**

02/10/2023 11:00 AM



Detail Bill of Material

Project Name:	Casitas MWD-VTA SB Counties Intertie	Negotiation No:	SR510813X2K1
General Order No:		Alternate No:	0001

3. Applicable sales taxes are NOT included in the quoted price.
4. Delivery of this electrical equipment to any common carrier shall constitute delivery to the purchaser; and all risk of loss and damage during shipment shall pass to the purchaser at that time.
5. **Freight charges are included** in the price (Standard ground freight). **F.O.B. - Factory** to accessible common carrier point nearest first destination continental USA. **For F.O.B. Destination, add 2% to the above Quoted Amount.** (NOTE: F.O.B. – Destination is INCLUDED on all GSA purchases)
6. WARRANTY: Standard EATON Electrical warranty is applicable for (12) months from date of installation of the product or (18) months from date of shipment of the product, whichever occurs first.



Industrial Electric Mfg.
48205 Warm Springs Blvd
Fremont, CA 94539

510.656.1600
510.656.6250

www.iemfg.com

QUOTATION

Date: February 28, 2023

To: Virgil Clary, PE

Quote #: 91756

Rev: 0

Project: Casitas Municipal Water District (pricing and lead time thru 4/15/23)

Drawing Ref: (E02 & E03, Nov 18, 2022)

Specification Ref: (Section 26 44 13-LV switchboard & Section 26 44 70-PB & XFMR-December 2022)

IEM is pleased to offer the following quotation for your consideration. Any order resulting from this quotation will be accepted by IEM only on the basis of IEM's General Terms and Conditions of Sale. Notice of exception to any conflicting requirements is hereby given. This quotation will expire thirty calendar days from the date of issue and can be withdrawn by notice within that period. Any order is subject to credit review and/or arrangements for payment in a manner acceptable to IEM prior to acceptance by IEM. Specifically excluded from this quotation is any IEM warrant of merchantability or fitness for a particular purpose for the IEM equipment described.

Bill of Material:

Item	Qty	Description
1	1	MAIN DISTRIBUTION SWBD - OUTDOOR NEMA 3R 3PH-4W 277/480V UL 891 2500 AMP CU BUS BRACED FOR 65KA, CONSISTING OF: 1 - UTILITY PULL SECTION 1 - SCE UTILITY CT&M COMPARTMENT WITH MAIN BREAKER SECTION 1 - 2500A E.O. FIXED-MOUNT SIEMENS WL 65KAIC INSULATED CASE POWER BREAKER - ETU776 LSIG (GRAPHICAL DISPLAY, GF ALARM ONLY) PROGRAMMER - WITH 4A4B AUX SW's AND THESE ACCESSORIES: EMO, ST, RCS, PBC 1 - ARC FLASH MAINTENANCE SWITCH 1 - CPT W/CLF 2 - STRIP HEATERS 1 - THERMOSTAT 1 - LED LIGHT(S) 1 - VOLTAGE/CURRENT TEST BLOCK 1 - PHOENIX CONTACT POWER 24VDC, INPUT 100-240VAC/DC 1 - 2500A LUG LANDING W/DISTRIBUTION SECTION WITH 3.5X CDP 1 - SIEMENS SENTRON SERIES ND FRAME MCCB 1200AF/1000AT 3P 65KAIC @ 480VAC 80% RATED LI ETU (TYPE: HNXD6) 1 - SIEMENS SENTRON SERIES 3VA FRAME MCCB 250AF/200AT 3P

65KAIC @ 480VAC 80% RATED TM TRIP UNIT (TYPE: 3VA5)

1 - FEEDER BREAKER ACCESSORIES

2 - PADLOCK PROVISION

1 - (LOT) MTG HDWE

1 - MISCELLANEOUS COMPONENTS: PUSHBUTTON, FUSE BLOCK, FUSES AND ETC

1 - (LOT) OUTDOOR ACCESSORIES: HD 3-POINT LATCH AND ETC

DESIG: MM SWBD

APPROX. DIMENSIONS/WEIGHT: 118"W X 47"D X 91.5"H (2500 LBS)

- 2 1 PIU PANEL - OUTDOOR NEMA 3R 3PH-4W 277/480V 65 KAIC MCB 24 CIRCUIT
100A CU BUS
 1 - 15-60/2
 5 - 15-60/3
DESIG: PPT
APPROX. DIMENSIONS/WEIGHT: 20-23"W X 9"D X 51"H (160 LBS)
- 3 1 PIU PANEL - OUTDOOR NEMA 3R 1PH-3W 120/240V 10KAIC MCB 24 CIRCUIT
100A CU BUS
 16 - 15-60/1
 1 - "MAIN" MCB 70-100/2
DESIG: LPT
APPROX. DIMENSIONS/WEIGHT: 20-23"W X 8"D X 30"H (140 LBS)
- 4 1 DRY TYPE XFMR - OUTDOOR NEMA 3R 3PH 480V-120/240V
115 DEG C RISE ALU WOUND K-1 RATED DOE 2016 RATED
 1 - 15 KVA
DESIG: XFMR LP
APPROX. DIMENSIONS/WEIGHT: 21"W X 14"D X 28"H (210 LBS)

Item	Qty	Description	Total Amount
1	1	Power Distribution Switchboard	-
2	1	PIU Panel 277/480V	-
3	1	PIU Panel 120/240V	-
4	1	Dry Type XFMR 15kVA	-
			\$98,170.00
All prices in USD. FUNDS, all applicable taxes are not included.			
Freight: Not Included			

Note: These items are not included in the lot price unless indicated here		
Additional Items	Quoted	Price
Freight (FOB Origin)	Quoted	USD \$2,000.00
Training (If Required)	Not quoted	
Start-Up and Cx (If Required)	Not quoted	
Power Study	Not quoted	
Arc Flash Study	Not quoted	

*Lead times are based on current shop loading, and are subject to change based on loading when the PO is issued and/or the equipment is released.

Equipment	Weeks for Drawings	Weeks shipment after release of order
Meter/Main Switchboard (MM SWBD)	6-8	70
PIU Panelboards (PPT & LPT)	1-2	30
Dry Type Transformer (LP)	1-2	12-13

IEM Order Acceptance Procedure:

IEM will review the PO documents for conformance to the IEM quotation. Once mutually agreeable contract terms are reached, a contract start date will be established. All quoted lead-times will be based on this agreed contract start date.

Delivery Schedule:

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and are contingent on customer approval in the timeframe indicated. Lead times are estimated based on shop loading at time of location and are subject to change. Full schedule to be issued after release of order to production.

Other Drawings/Documents Schedule:

O&M manuals, including As-Built drawings to be available 4-6 weeks after shipment of the equipment.

Notes/Compliance/Deviation & Exception:

1. IEM's standard painted color is ANSI #61 light gray and silver plated copper bus, there will be cost added for other colors, tin plated or bare copper as option.
2. IEM panel boards/switchboards meets UL67, UL50, UL891, CSA, NEMA PB-1 and PB-2 standards, SCE spec A20 and complies with federal specifications WP-115a.
3. No utility metering, CTs, PTs will be provided.
4. Distribution panel boards/switchboards meet seismic testing, circuit requirements as outlined by IEEE344 and ICC-ES-AC156.
5. Standard factory test procedures will be performed. Field testing, customer inspections, customer witness tests and any other non-standard test procedures are not included unless specifically noted herein.
6. No expediting fees applies for earlier delivery of any manufactured item at this moment due to industry shortage. All deliveries are subject to prior approval by IEM's scheduling department.
7. No quote for Pad Mounted Utility Transformer and SPD.
8. All dimensions are approximate. Final dimensions/weights will vary depending on IEM Design & Engineering requirements.

Manufacturing Locations:

IEM has three locations for manufacturing: 1) Jacksonville, Florida (JAX), 2) Fremont, California (FRE), and 3) Vancouver, British Columbia, Canada (VAN)). The multiple locations give IEM flexibility to maintain competitive lead times by managing the overall load between the three plants to satisfy the market demand. After receipt of a Purchase Order, IEM will provide a schedule and preliminary factory location that is contingent on the project staying on schedule. IEM reserves the right to change to a different factory location, which will be confirmed at the time of Release to Manufacture of the equipment.

Delays in Shipment:

Storage: IEM does not have the available space to store equipment on its premises, therefore should the Purchaser have the need to delay delivery of the equipment to the jobsite, the Purchaser shall arrange for storage at a separate location.

Will Call Orders: For customer pick-up orders (Ex-works, FCA factory), the purchaser shall pick up the goods no later than 3 business days after readiness of pick up notice, not to exceed the contractual shipping date.

Shipments to Third Party Storage Facility: The following two conditions will be applicable once the equipment is delivered to the specified storage location:

- a) Upon completion, the purchaser will allow IEM to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order.
- b) Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued. Warranty will start at time of ownership transfer.
- c) Freight to third party facility is pre-paid and allowed (FOB Point of Shipment). Freight from the third party facility to next location is the responsibility of others.

Project Specific Terms:

Factory Witness Testing/Factory Acceptance Testing:

IEM proposal does not include customer factory inspection prior to shipment. Factory witness testing can be included for an additional cost.

Factory Production Testing:

Equipment testing will be performed to IEM standard testing procedures.

IEM Inland Packing:

Equipment will be plastic wrapped and taped with packing tape. Units will then be wrapped with shrink wrap plastic. Once loaded onto open trucks, the units will be tarped and secured with straps. IEM's offering is for standard inland packing for all shipments. No export packing is included unless explicitly mentioned in our proposal.

Delivery Terms:

FOB Origin:

Equipment is loaded onto truck and shipped to named destination. Offer does not include offloading of equipment. IEM Standard inland packing applies. Shipping is based on optimal number of trucks.

Taxes / Duties / Fees:

No Federal, state or local taxes, duties or fees of any kind are included in the above prices. IEM is required to collect sales tax in all states unless a reseller or exemption certificate is provided with PO.

Terms of Payment:

Payment is due Net 30 Days after date of invoice.

Bid Validity:

This offering is valid for 30 days unless extended or terminated in writing by an authorized representative of IEM.

Warranty:

IEM standard warranty offer is (12) months from date of initial operation, not to exceed (18) months from date of shipment. Extended warranty provisions may be purchased prior to equipment shipment and may be extended in 1-year increments for up to 4 additional years at the rate of 2% of total contract value per additional year.

Changes in Scope of Supply:

Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a purchaser-caused-delay, IEM will make every effort to reschedule the project into the first available opening in our factory schedule based on loading and available manufacturing slots.

Cancellation Schedule:

- 10% after order entry
- 20% after drawings issued for approval
- 45% after return of approval drawings or release to manufacture.
- 75% after release of Bill of Material to Production
- 100% after start of fabrication

Pricing and lead-time are good thru April 15th 2023

Progress Billing Schedule: for Orders \$500,000 and above

- 40% after release to manufacture
- Balance Due upon shipment

*Progress billing not required for orders less than \$500,000 unless required by IEM accounting

Thank you for the opportunity to be of service. Please review this proposal and contact me if you have any questions.

Best Regards,

Jay Tucker

Sr. Sales Engineer

747.263.9017

jay.tucker@iemfg.com

www.iemfg.com





IEM General Terms and Conditions of Sale

SHIPPING SCHEDULES-PERFORMANCE

When requested, Industrial Electrical Mfg. will establish estimated shipping schedules as close as possible to customer needs and will use its best efforts to meet the estimated schedule. However, Industrial Electric Mfg. shall not be responsible for failure to meet such schedule. Industrial Electric Mfg. shall not be responsible for any loss or damage to customer for whatever reason, or for any loss of or damage of goods when caused directly or indirectly from any cause or causes beyond the control of Industrial Electric Mfg. or the control of its suppliers. Should shipment be held beyond scheduled delivery date for the convenience of the customer, Industrial Electric Mfg. reserves the right to bill for goods and charges for warehousing, insurance, trucking and other associated expenses.

PENALTY CLAUSE

In no event does Industrial Electric Mfg. agree to pay any amount identified as a penalty or as liquidated damages for failure to meet a shipping schedule, unless a specific Agreement to that effect is made in writing and signed by an officer of Industrial Electric Mfg.

CANCELLATION

Orders may be terminated by the purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by Industrial Electric Mfg. Cancellation charges for completed items will be 100% of the selling price.

WARRANTIES

Industrial Electric Mfg. warrants the goods sold to be as described and to be free from defects in materials and workmanship under normal and proper usage for a period of one year from date of shipment. No promise, description, affirmation of fact, sample model or representation, oral or written, shall be a part of any order unless specifically set forth herein, or in a separate writing signed by an officer of Industrial Electric Mfg. The warranties set forth above are void if the goods sold hereunder are used in any manner other than their intended purpose or abused or if they are modified, altered or taken apart except according to Industrial Electric Mfg.'s express written instructions. Industrial Electric Mfg. makes no other warranties of any kind, express or implied, and SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER'S REMEDIES

Industrial Electric Mfg. agrees to correct any defect in workmanship or material, for merchandise manufactured by it, which may develop under normal and proper usage during a period of one year from date of shipment, or by its option, choose to replace or repay, upon return of the defective part(s) the price paid for such apparatus by the purchaser. Purchaser's remedies shall be limited exclusively to the right of replacement and/or repair or repayment as provided, and do not include any labor cost of replacement. Industrial Electric Mfg., its contractors and suppliers of any tier, shall not be liable in contract, in

tort (including negligence) or otherwise for damage or loss of other property or equipment, loss of profits revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whatsoever. The remedies of the purchaser set forth herein are exclusive and the liability of Industrial Electric Mfg. with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from manufacture, sale delivery, resale, installation or technical direction of installation, repair or use of any equipment covered by or furnished under the contract, whether any contract, in tort (including negligence) or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

WEIGHTS AND DIMENSIONS

Published weights are actual or are careful estimates, but are not guaranteed. The dimensions in catalogs are subject to change without notice and are not to be used for construction purposes.

RETURNING PRODUCTS

Authorization and shipping instructions for the return of any product must be obtained by the purchaser from Industrial Electric Mfg. sales office or distribution outlet before returning the product. The product must be returned with complete identification in accordance with Industrial Electric Mfg. instructions or it will not be accepted. Where a purchaser requests authorization to return the product for reasons of his own, he will be charged for placing the return goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Industrial Electric Mfg. In no event will Industrial Electric Mfg. be responsible for a product returned without proper authorization and identification. Industrial Electric Mfg. reserves the right to limit the return of material from any one project to 10% of the value of the project.

ORDERS

All orders received are subject to acceptance by an authorized representative of Industrial Electric Mfg. Orders must be firm commitments giving complete item description (catalog numbers where applicable) including prices, quantity and shipping requirements. Typographical and clerical errors in quotations, orders, and acknowledgments are subject to correction.

CREDIT

Purchasers who do not have established credit ratings with Industrial Electric Mfg. shall send satisfactory credit information or references with first order, or send a certified check or money order to avoid delay in order shipment.

TERMS OF PAYMENT

Terms of payment for all products: Net 30 days. A service charge of 1.5% per month (annual rate 18%) will be added to balances 30 days past due.

MINIMUM BILLING

Orders amounting to less than \$100.00 net will be billed at \$100.00.

PRICES

Prices, discounts and multipliers are subject to change without notice. Verbal quotations, unless accepted, expire the same day they are made. Written quotations, unless accepted, automatically expire 30 calendar days from the date of issue and can be withdrawn by notice within that period.

POLICY

Orders entered on a "Hold For Release" basis are not manufactured until a release date is received. Allow ample release time to fulfill requirements. Prices on purchase orders placed for orders to be shipped in excess of six months from date of purchase order are subject to increases of 1.5% for each month or fraction thereof in excess of the six months.

ARBITRATION

Any claim arising out of or related in any way to the purchase of goods or services by purchaser, or arising out of or related to these General Terms and Conditions, shall be submitted to binding arbitration before an arbitrator selected by the American Arbitration Association. Such arbitrator shall be knowledgeable in the construction industry, and such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in Fremont, CA. The award entered by the arbitrator may be enforced in any court of competent jurisdiction in Alameda County, CA.

ATTORNEY'S FEES

In any arbitration or litigation arising out of or related in any way to the purchase of goods or services by purchaser, or arising out of or related in any way to these General Terms and Conditions, the prevailing party therein shall be entitled to its reasonable attorneys fees and costs, including but not limited to any fees and costs on appeal or in having an arbitration award confirmed.

SHIPMENT AND TRANSPORTATION

In the absence of directions prior to the date of shipment, Industrial Electric Mfg. will ship FOB origin. Purchaser responsible for all shipment and freight costs. Packing will be at Industrial Electric Mfg.'s sole discretion and will not include export packing. If the purchaser prefers a specific method or forwarding agent to handle the shipments, complete instructions must be given. All claims for loss, breakage and damage (obvious or concealed) must be made by the customer to the carriers. Claims for shortages or other errors must be made in writing to Industrial Electric Mfg. within thirty (30) days after receipt of shipment. Failure to give such notice will constitute acceptance and a waiver of all claims by the purchaser.

EXPORT PACKAGING

If other than standard commercial packing is required, the cost of such special packing (determinable only after packing is completed) will be charged to the customer.

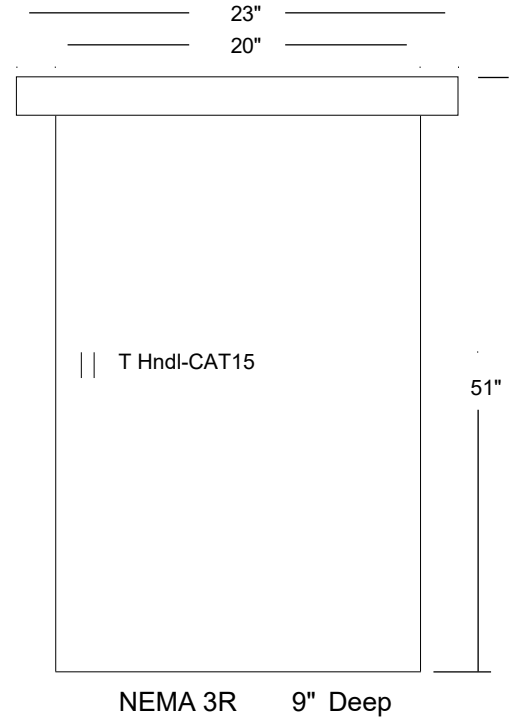


INDUSTRIAL ELECTRIC MFG

SALES MAN NO.	SALES ORDER NO. 11111	JOB NAME		
CUSTOMER NAME			P.O. NO.	
Line Item #	1	Can		
Line Item #	1	Int Cat #	IEM-4PIU24-100CU	Siemens Breakers
Service: 480Y/277V-3P4W		Bottom Feed	100 A CU Bus	
Max Available S.C.C. (Sym. RMS): 65 KAIC				
Ground: Copper Bus, , 1 Not Specified (8-1/0 assumed) cable				
Stud Dimensions:	10 x 30	Directory:	(Metal 6x8 assumed)	Screw-on Nameplates
D/F Opening:	12 x 29	Can Color:	Std ANSI #61 Lt Grey	
			Prepared By jimmy.hoo	Date 01/05/23

Neutral **1 TA-2/0**
 1 14-2/0 AWG

- | | | |
|-------------------------------|----------------------------|-----------|
| 1 3VA41506ED340AA0 - Lockoff | 3VA41506ED240AA0 - Lockoff | 2 |
| 3 * 3P * | * 2P * | 4 |
| 5 * 3P * | SPC(Max 250 Amps) | 6 |
| 7 3VA41506ED340AA0 - Lockoff | 3VA41306ED340AA0 - Lockoff | 8 |
| 9 * 3P * | * 3P * | 10 |
| 11 * 3P * | * 3P * | 12 |
| 13 3VA41306ED340AA0 - Lockoff | 3VA41306ED340AA0 - Lockoff | 14 |
| 15 * 3P * | * 3P * | 16 |
| 17 * 3P * | * 3P * | 18 |
| 19 SPC(Max Combined 250 Amps) | SPC(Max Combined 250 Amps) | 20 |
| 21 SPC(Max Combined 250 Amps) | SPC(Max Combined 250 Amps) | 22 |
| 23 SPC(Max Combined 250 Amps) | SPC(Max Combined 250 Amps) | 24 |



MCB **=3VA5161003P** **Medium Kit**
 PADLOCK

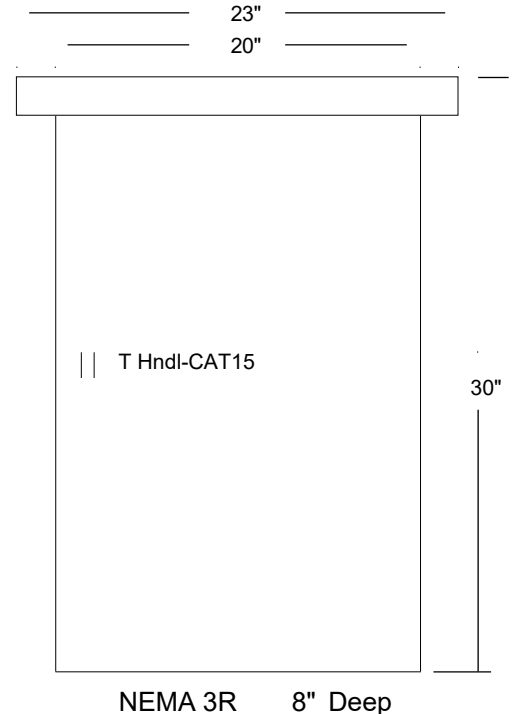


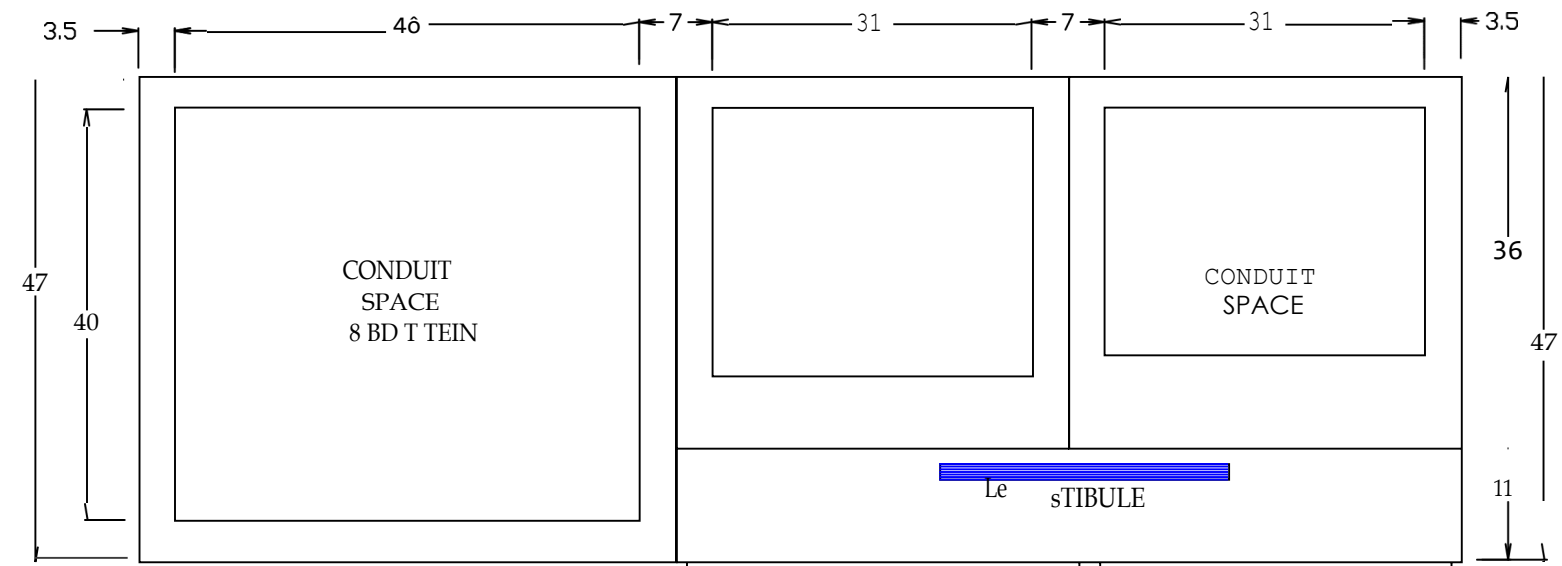
INDUSTRIAL ELECTRIC MFG

SALESMAN NO.	SALES ORDER NO. 11111	JOB NAME		
CUSTOMER NAME			P.O. NO.	
Line Item #	1	Can		
Line Item #	1	Int Cat #	IEM-2PIU24-100CU	Siemens Breakers
Service: 120/240V-1P3W		Bottom Feed 100 A CU Bus		
Max Available S.C.C. (Sym. RMS): 10 KAIC				
Ground: Copper Bus, , 1 Not Specified (8-1/0 assumed) cable				
Stud Dimensions:	10 x 21	Directory:	(Metal 6x8 assumed)	Screw-on Nameplates
D/F Opening:	8 x 20	Can Color:	Std ANSI #61 Lt Grey	
			Prepared By jimmy.hoo	Date 01/05/23

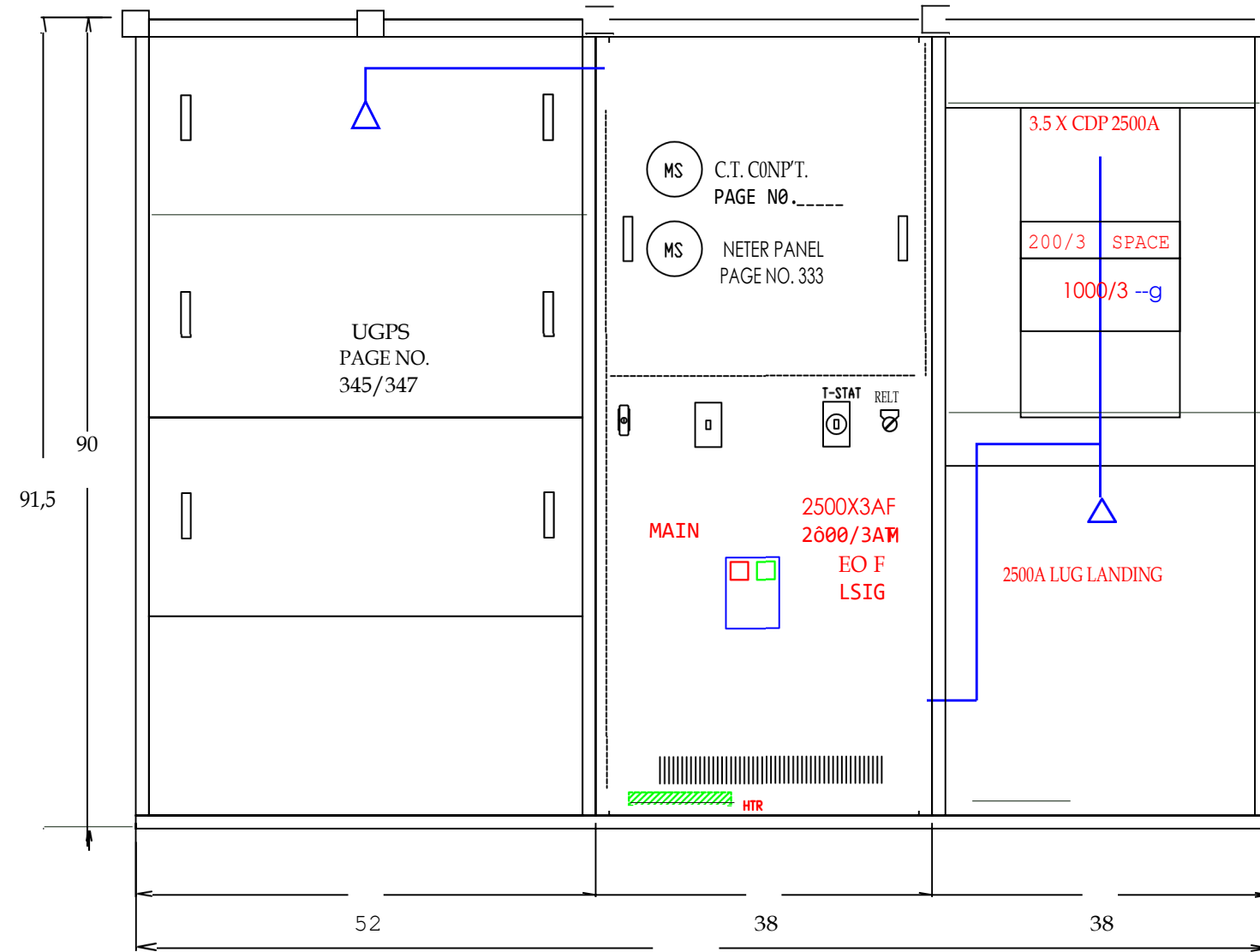
Neutral **1 TA-2/0**
 1 14-2/0 AWG

- | | | |
|-------------------------------|----------------------------|-----------|
| 1 B120 - Lockoff | B120 - Lockoff | 2 |
| 3 B120 - Lockoff | B120 - Lockoff | 4 |
| 5 B120 - Lockoff | B120 - Lockoff | 6 |
| 7 B120 - Lockoff | B120 - Lockoff | 8 |
| 9 B120 - Lockoff | B120 - Lockoff | 10 |
| 11 B120 - Lockoff | B120 - Lockoff | 12 |
| 13 B120 - Lockoff | B120 - Lockoff | 14 |
| 15 B120 - Lockoff | B120 - Lockoff | 16 |
| 17 SPC(Max Combined 150 Amps) | SPC(Max Combined 150 Amps) | 18 |
| 19 SPC(Max Combined 150 Amps) | SPC(Max Combined 150 Amps) | 20 |
| 21 SPC(Max 50 Amps) | B2100 - Main | 22 |
| 23 SPC(Max 50 Amps) | * 2P * | 24 |





BASE DETAIL



FRONT VIEWS SHOWN WITHOUT V/P DOORS

H00-1-5

'MSB-CMW' MAIN SWBD. - 480/277V - 3Ph 4W - 2500 AMP COPPER - 65 KAIC - NEMA 3R - FINISH ANSI #61 LT GRAY

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: ADOPTION OF RATES AND REGULATIONS FOR WATER SERVICE
DATE: 03/22/23

RECOMMENDATION:

It is recommended that the Board of Directors adopt an ordinance updating the Casitas Rates and Regulations for Water Service as presented.

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 available online at the link below. Various sections are outdated due to resolutions and policies that have been implemented since 2009.

Existing Casitas R&R document adopted December 2009:

<https://www.casitaswater.org/home/showpublisheddocument/2299/637184996320570000>

During the February 22, 2023 Regular Meeting of the Casitas MWD Board of Directors, the Board set a hearing for the revised ordinance for the Regular Board Meeting of March 22, 2023.

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.

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.

The proposed ordinance and updated 2023 R&R are provided in Attachments 1 and 2. Following the Board meeting on February 22, 2023, there have been several minor revisions to the R&R document, which are provided as redline in Attachment 3.

In the 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 1 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 2.2.8, 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. Proposed Draft Ordinance and WEAP Revisions
2. Proposed Draft 2023 Rates and Regulations
3. Redline Revisions since February 22, 2023 of the Draft 2023 Rates and Regulations

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 23-__

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 and Section 5.7.e of the Water Efficiency and Allocation Program shall be revised as shown in Exhibit "B",
- 3) Henceforth, any resolutions or ordinances 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 and/or expanded water use (Section 4.8).

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 event 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.

Exhibit C

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Ventura

800 S. Victoria Ave.

Ventura, CA 93009

From: (Public Agency): Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93022

(Address)

Project Title: 2023 Rates and Regulations for Water Service

Project Applicant: Casitas Municipal Water District

Project Location - Specific:

Western Ventura County (within the service area of Casitas Municipal Water District)

Project Location - City: western portion of Ventura County Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:

The Rates and Regulations for Water Service govern the rates, charges, rules, and regulations applicable to all customers and related water service facilities within the jurisdictional service area of the Casitas Municipal Water District.

Name of Public Agency Approving Project: Casitas Municipal Water District

Name of Person or Agency Carrying Out Project: Michael Flood

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 21080(b)(8); Section 15273(a)(1)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This project consists of adoption of rates, charges, rules and regulations for water service and is a categorically exempt discretionary project under Section 21080(b)(8) of Chapter 2.6 of Division 13 of the CEQA Statutes and Section 15237(a)(1) of the CEQA Guidelines.

Lead Agency

Contact Person: Michael Flood Area Code/Telephone/Extension: (805)649-2251 ext 111

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ■ Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



RATES AND REGULATIONS FOR WATER SERVICE

Adopted by the Board of Directors on XXXXXXXX

0 TABLE OF CONTENTS

0	Table of Contents	2
1	General.....	7
1.1.	Document Identification and Revision	7
1.2.	Compliance with Regulations Required.....	7
1.3.	Areas Subject to Regulations	7
1.4.	Penalties for Violation.....	7
2	Definitions.....	9
2.1.	General Definitions	9
2.2.	Definitions of Customer Classification and Water Use Types	10
3	Arrangements for Regular Water Service.....	12
3.1.	Account Holders.....	12
3.2.	Application for Existing Service	12
3.3.	Application for New or Expanded Service.....	12
3.4.	Prior Approval of Land Use Agency	13
3.5.	Class 6 Lands.....	13
3.6.	Term of Service	13
3.7.	Deposit and Establishment of Credit.....	13
3.8.	Outstanding Obligations	13
3.9.	Renters	13
4	Termination, Discontinuance and Restoration of Service.....	15
4.1.	Closing Accounts.....	15
4.2.	Shutoff for Temporary Period of Non-Use.....	15
4.3.	Vacant Service	15
4.4.	Standby Charges.....	15
4.5.	Termination of Service and Meter Removal.....	15
4.6.	Deductions	16
4.7.	Foreclosure	16
4.7.1.	Application for Service by a Realtor or Agent	16
4.8.	Restoration of Service	16
4.8.1.	Existing Meter.....	16
4.8.2.	New Meter	16
4.8.3.	Restoration of Service Following Shutoff due to Delinquency.....	16
5	Water Service Facilities.....	17
5.1.	Meter Locations	17

- 5.1.1 Remote Meters..... 18
- 5.2. Pressure Conditions..... 18
- 5.3. Special Facilities and Extension of Water Mains 18
 - 5.3.1. Backflow Prevention Devices 19
- 5.4. Relocation of Existing Service Facilities 19
- 5.5. Connection and Installation Fees 19
 - 5.5.1. Installation by Casitas..... 19
 - 5.5.2. Installation by Customer 19
- 5.6. Ownership of Service Facilities 20
 - 5.6.1. Casitas-Installed Facilities 20
 - 5.6.2. Customer-Installed Facilities 20
- 6 Capital Facilities Charge and Allocations 21
 - 6.1. New Customers Subject to CFC 21
 - 6.2. Existing Customers Subject to CFC..... 21
 - 6.3. Dividing Service..... 21
 - 6.4. Increasing Size of Services for Fire Flow 23
 - 6.5. Decreasing Sizing to a Smaller Meter 23
 - 6.6. Increasing Sizing after Obtaining a Smaller Meter 23
 - 6.7. Permanent Conversion of agriculture to Other Use 23
 - 6.8. Transfers of allocations 23
- 7 Charges for Interacting with the Bureau of Reclamation on Requests from Others 24
- 8 Will-Serve Letters..... 25
 - 8.1. Parcel Requirements for Water Service 25
 - 8.1.1 Single Parcels..... 25
 - 8.1.2 Install Master Meter for Association 25
 - 8.1.3 Five or Fewer Multiple Parcels: 26
 - 8.1.4 Subdivision – Five or More Parcels:..... 26
 - 8.1.5 Accessory Dwelling Units 26
 - 8.2. Design Standards Related to Water Use Efficiency 27
- 9 Public and Private Fire Service 28
 - 9.1. Public Fire Service 28
 - 9.1.1. Public Fire Hydrants 28
 - 9.1.2. Ownership and Relocation of District Fire Hydrants 28
 - 9.1.3. Use of Fire Protection Facilities..... 28
 - 9.2. Private Fire Service 28
 - 9.2.1. Service Charge for Private Fire Protection Facilities 29

9.2.2. Capital Facilities Charge exemption for Fire Protection Facilities 29

10 Temporary Water Service..... 30

 10.1. Installation Fee 30

 10.2. Guarantee Deposit 30

 10.3. Relocation Fee..... 30

 10.4. Reimbursable Casitas Facilities 30

 10.5. Water Rates for Temporary Service 30

 10.6. Disregard of “Rates and Regulations for Water Service” 30

11 Casitas Equipment on Customer Premises..... 31

 11.1. Right of Access and Easements 31

 11.1.1 Properties Without Water Service 31

 11.2. Responsibility of Property Owner..... 31

12 Responsibility for Water Receiving Equipment and Handling..... 32

 12.1. Responsibility of Customer for Water Receiving Equipment 32

 12.2. Casitas Not Liable for Water Receiving Equipment..... 32

 12.3. Responsibility for Handling of Water Beyond the Point of Delivery 32

13 Cross-Connection Control and Backflow Prevention 33

 13.1. Responsibility of Property Owner..... 33

 13.2. Casitas Requirements..... 33

 13.2.1. Alternate Supply..... 33

 13.2.2. Contaminated Substances..... 34

 13.2.3. Fertilizers and Chemicals 34

 13.2.4. Agricultural Applications..... 34

 13.2.5. Special Cases..... 34

 13.3. Property Owner Inspection of Protective Devices..... 34

 13.4. Casitas Inspection of Protective Devices 35

 13.5. Protection of Customer’s Plumbing System 35

 13.6. Discontinuation Of Private Fire Protection Facility 35

14 Protection of Casitas Facilities and Water Supply 36

 14.1. Unlawful Taking of Water 36

 14.2. Pollution of Water Supplies 36

 14.3. Tampering with District Property 36

 14.4. Damage to Facilities 36

 14.5. Trespass on Right-of-Way 36

 14.6. Electrical Grounds Prohibited..... 36

 14.7. Penalties and Enforcement Actions 37

15 Water Supply and Interruption of Delivery 38

 15.1. No Liability Due to Interruption of Delivery 38

 15.2. No Liability due to Repairs and Improvements to Casitas MWD’s System..... 38

 15.3. Water Efficiency and Allocation Program for Extended Drought Period and Water Shortages 38

16 Water Use Regulations..... 39

 16.1. Regulations for Prohibition of Water Waste..... 39

 16.2. Place of Use of Water..... 39

 16.3. Restrictions on Resale of Water 39

17 Water Service Classifications, Rates, and Charges..... 40

 17.1. Classes of Service 40

 17.1.1 Mutual Water Companies..... 40

 17.2. Requirements for Agricultural Irrigation Service 40

 17.2.1. Commercial Agriculture 40

 17.3. Water Rates 41

 17.3.1 Service Charges 41

 17.3.2 Volumetric Charges 42

 17.3.3 Other Charges on Water Bill..... 42

18 Meter Readings and Tests 43

 18.1. Unit of Water Measurement 43

 18.2. Frequency of Reading 43

 18.3. Meter Tests..... 43

19 Billing and Payment..... 44

 19.1. Frequency of Billing..... 44

 19.2. Date Due..... 44

 19.3. Delinquency..... 44

 19.3.1 Residential Service 44

 19.4. Restoration of Water Service following shutoff due to Delinquency..... 45

 19.5. Remedies for Non-Payment..... 45

 19.6. Returned Checks..... 45

 19.7. Disputed Bills..... 45

20 Billing Adjustments..... 46

 20.1. Non-Registering Meters 46

 20.2. Bill Relief Program..... 46

 20.2.1 Eligibility for Bill Relief 46

 20.2.2 Process to Apply for Bill Relief 47

 20.2.3 District Review 47

20.2.4	Bill Relief	48
20.3.	Other Adjustments	49
21	Appeals Process	50
21.1.	Residential Service Shutoff Appeals	50
21.2.	Classification Appeals.....	50
21.3.	Allocation Appeals.....	50
21.4.	Appeal of Extraordinary water use Charges.....	50
21.5.	Disputed Bills.....	50
21.5.1.	Bill Adjustment by Bill Hearing Officer	50
21.6.	Appeals to Board of Directors.....	51
Appendix A: Monthly Water Rates and Service Charges		
Appendix B: Schedule of Other Fees and Charges		
Appendix C: Water Waste Prohibition Ordinance		

1 GENERAL

1.1. DOCUMENT IDENTIFICATION AND REVISION

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

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

1.2. COMPLIANCE WITH REGULATIONS REQUIRED

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

1.3. AREAS SUBJECT TO REGULATIONS

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

1.4. PENALTIES FOR VIOLATION

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

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

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

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

2 DEFINITIONS

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

2.1. GENERAL DEFINITIONS

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

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

2.2. DEFINITIONS OF CUSTOMER CLASSIFICATION AND WATER USE TYPES

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

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

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

3 ARRANGEMENTS FOR REGULAR WATER SERVICE

3.1. ACCOUNT HOLDERS

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

3.2. APPLICATION FOR EXISTING SERVICE

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

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

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

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

3.3. APPLICATION FOR NEW OR EXPANDED SERVICE

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

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

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

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, Casitas will send the Water Service Agreement for recordation at the County of Ventura Recorder’s office.

3.4. PRIOR APPROVAL OF LAND USE AGENCY

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

3.5. CLASS 6 LANDS

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

3.6. TERM OF SERVICE

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

3.7. DEPOSIT AND ESTABLISHMENT OF CREDIT

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

3.8. OUTSTANDING OBLIGATIONS

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

3.9. RENTERS

All charges for water are the responsibility of the property owner, although accounts may be billed to tenants as a convenience to the owner upon filing necessary forms with the District. If the owner, manager, or operator of a residential property is the customer of record, and the account is delinquent, and the Residential service is subject to shutoff due to nonpayment (refer to Subsection 19.3: Delinquency), the occupant (also referred to as tenant or renter) of the serviced property has the right to appeal and become a customer, to whom the service will then be billed. The occupant will not be charged the delinquent amount provided the occupant verifies the delinquent account customer of record is or was the landlord, manager, or agent of the residential dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the

Civil Code. Any remaining delinquent amount from the previous customer account of record held by the owner, manager, or operator of the residential property is subject to the terms under Subsection 19.5: Remedies for Non-payment.

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

4 TERMINATION, DISCONTINUANCE AND RESTORATION OF SERVICE

4.1. CLOSING ACCOUNTS

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

4.2. SHUTOFF FOR TEMPORARY PERIOD OF NON-USE

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

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

4.3. VACANT SERVICE

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

4.4. STANDBY CHARGES

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

4.5. TERMINATION OF SERVICE AND METER REMOVAL

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

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

4.6. DEDUCTIONS

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

4.7. FORECLOSURE

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

4.7.1. APPLICATION FOR SERVICE BY A REALTOR OR AGENT

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

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

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

4.8. RESTORATION OF SERVICE

4.8.1. EXISTING METER

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

4.8.2. NEW METER

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

4.8.3. RESTORATION OF SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

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

5 WATER SERVICE FACILITIES

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

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

5.1. METER LOCATIONS

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

The location of meters shall be governed by the following:

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

5.1.1 REMOTE METERS

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

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

5.2. PRESSURE CONDITIONS

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

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

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

5.3. SPECIAL FACILITIES AND EXTENSION OF WATER MAINS

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

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

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

5.3.1. BACKFLOW PREVENTION DEVICES

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

5.4. RELOCATION OF EXISTING SERVICE FACILITIES

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

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

5.5. CONNECTION AND INSTALLATION FEES

The fees paid by the customer for all new water service installations, including increases or reductions in the size of a meter and service, shall be based on actual costs incurred by Casitas including, but not limited to, engineering, plan check and inspection services; construction contracts; permits; legal services; installation; 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. The fees or estimated fees shall be paid in full at the time application is made for water service. An adjustment of the estimated costs to actual costs shall be made when the service installation is completed and the difference will be owed by or refunded to the applicant after installation is completed.

5.5.2. INSTALLATION BY CUSTOMER:

Casitas reserves the right to perform water service installations, and all meters will be installed by Casitas. 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-year period after installation.
- The contractor performing the work shall be licensed in California, experienced with such work, and be approved by Casitas.
- The installations are subject to inspection and approval by Casitas, and the customer must pay Casitas for inspection fees.

- Work that does not meet Casitas' standards shall not be accepted by Casitas. Service shall be isolated and not permitted until the service complies with Casitas' standards.
- Contractors will provide to Casitas a Certificate of Insurance as defined by Casitas.
- Any repairs by Casitas within one year of acceptance will be paid by the property owner.

5.6. OWNERSHIP OF SERVICE FACILITIES

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

5.6.1. CASITAS-INSTALLED FACILITIES:

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

5.6.2. CUSTOMER-INSTALLED FACILITIES:

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

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

6 CAPITAL FACILITIES CHARGE AND ALLOCATIONS

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

6.1. NEW CUSTOMERS SUBJECT TO CFC

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

6.2. EXISTING CUSTOMERS SUBJECT TO CFC

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

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

6.3. DIVIDING SERVICE

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

- 6.3.1. The customer divides the services and allocation prior to selling the property and prior to the issuance of a will-serve letter for a parcel split.
- 6.3.2. The total allocation does not change. The combined allocation of the divided parcels does not exceed the allocation of the original whole parcel. If the divided parcels require additional water allocation

and said allocation is available from Casitas, the fees for the determined allocation shall be based on the acre-feet of additional allocation required times the rate for the capital facilities charge, as defined in Section 6: Capital Facilities Charge and Allocations.

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

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

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

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

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

6.4. INCREASING SIZE OF SERVICES FOR FIRE FLOW

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

6.5. DECREASING SIZING TO A SMALLER METER

A property owner can downsize the meter size at the cost of installing a smaller meter (refer to Subsection 5.5: Connection and Installation Fees) only if, in the opinion of Casitas, the smaller meter can pass adequate flow without damage to the meter, Casitas can install an orifice plate if deemed necessary to protect the meter, and the customer can verify a lower water demand capacity required by the private system. 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 indicating they acknowledge that they are relinquishing 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 payment of the full CFC for the additional capacity of the meter added to the system by the meter flow rate increase proposed. The customer shall also follow installation requirements and pay fees necessary to cause the physical increase in the meter and service size (refer to Subsection 5.5: Connection and Installation Fees).

6.7. PERMANENT CONVERSION OF AGRICULTURE TO OTHER USE

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

6.8. TRANSFERS OF ALLOCATIONS

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

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

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

8 WILL-SERVE LETTERS

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

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

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

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

8.1. PARCEL REQUIREMENTS FOR WATER SERVICE

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

8.1.1 SINGLE PARCELS

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

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

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

8.1.2 INSTALL MASTER METER FOR ASSOCIATION

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

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

8.1.3 FIVE OR FEWER MULTIPLE PARCELS:

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

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

8.1.4 SUBDIVISION - FIVE OR MORE PARCELS:

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

8.1.5 ACCESSORY DWELLING UNITS

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

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

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

8.2. DESIGN STANDARDS RELATED TO WATER USE EFFICIENCY

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

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

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

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

9 PUBLIC AND PRIVATE FIRE SERVICE

9.1. PUBLIC FIRE SERVICE

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

9.1.1. PUBLIC FIRE HYDRANTS

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

9.1.2. OWNERSHIP AND RELOCATION OF DISTRICT FIRE HYDRANTS

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

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

9.1.3. USE OF FIRE PROTECTION FACILITIES

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

9.2. PRIVATE FIRE SERVICE

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

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

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

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

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

9.2.1. SERVICE CHARGE FOR PRIVATE FIRE PROTECTION FACILITIES

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

9.2.2. CAPITAL FACILITIES CHARGE EXEMPTION FOR FIRE PROTECTION FACILITIES

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

10 TEMPORARY WATER SERVICE

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

10.1. INSTALLATION FEE

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

10.2. GUARANTEE DEPOSIT

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

10.3. RELOCATION FEE

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

10.4. REIMBURSABLE CASITAS FACILITIES

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

10.5. WATER RATES FOR TEMPORARY SERVICE

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

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

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

11 CASITAS EQUIPMENT ON CUSTOMER PREMISES

11.1. RIGHT OF ACCESS AND EASEMENTS

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

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

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

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

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

11.1.1 PROPERTIES WITHOUT WATER SERVICE

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

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

11.2. RESPONSIBILITY OF PROPERTY OWNER

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

12 RESPONSIBILITY FOR WATER RECEIVING EQUIPMENT AND HANDLING

12.1. RESPONSIBILITY OF CUSTOMER FOR WATER RECEIVING EQUIPMENT

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

12.2. CASITAS NOT LIABLE FOR WATER RECEIVING EQUIPMENT

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

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

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

13 CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

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

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

13.1. RESPONSIBILITY OF PROPERTY OWNER

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

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

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

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

13.2. CASITAS REQUIREMENTS

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

13.2.1. ALTERNATE SUPPLY

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

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

13.2.2. CONTAMINATED SUBSTANCES

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

13.2.3. FERTILIZERS AND CHEMICALS

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

13.2.4. AGRICULTURAL APPLICATIONS

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

13.2.5. SPECIAL CASES

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

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

13.3. PROPERTY OWNER INSPECTION OF PROTECTIVE DEVICES

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

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

13.4. CASITAS INSPECTION OF PROTECTIVE DEVICES

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

13.5. PROTECTION OF CUSTOMER'S PLUMBING SYSTEM

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

13.6. DISCONTINUATION OF PRIVATE FIRE PROTECTION FACILITY

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

14 PROTECTION OF CASITAS FACILITIES AND WATER SUPPLY

14.1. UNLAWFUL TAKING OF WATER

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

14.2. POLLUTION OF WATER SUPPLIES

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

14.3. TAMPERING WITH DISTRICT PROPERTY

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

14.4. DAMAGE TO FACILITIES

Any damage occurring to facilities owned by the District caused by 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. TRESPASS ON RIGHT-OF-WAY

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

14.6. ELECTRICAL GROUNDS PROHIBITED

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

14.7. PENALTIES AND ENFORCEMENT ACTIONS

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

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

15 WATER SUPPLY AND INTERRUPTION OF DELIVERY

15.1. NO LIABILITY DUE TO INTERRUPTION OF DELIVERY

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

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

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

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

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

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

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

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

16 WATER USE REGULATIONS

16.1. REGULATIONS FOR PROHIBITION OF WATER WASTE

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

16.2. PLACE OF USE OF WATER

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

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

16.3. RESTRICTIONS ON RESALE OF WATER

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

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

17 WATER SERVICE CLASSIFICATIONS, RATES, AND CHARGES

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

17.1. CLASSES OF SERVICE

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

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

17.1.1 MUTUAL WATER COMPANIES

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

17.2. REQUIREMENTS FOR AGRICULTURAL IRRIGATION SERVICE

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

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

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

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

17.2.1. COMMERCIAL AGRICULTURE

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

17.2.1.1. CROP REPORT:

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

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

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

17.3. WATER RATES

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

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

17.3.1 SERVICE CHARGES

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

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

17.3.2 VOLUMETRIC CHARGES

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

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

17.3.3 OTHER CHARGES ON WATER BILL

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

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

18 METER READINGS AND TESTS

18.1. UNIT OF WATER MEASUREMENT

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

18.2. FREQUENCY OF READING

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

18.3. METER TESTS

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

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

19 BILLING AND PAYMENT

19.1. FREQUENCY OF BILLING

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

19.2. DATE DUE

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

19.3. DELINQUENCY

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

PAST DUE NOTICE AND DELINQUENCY CHARGES: If a customer bill remains unpaid by the close of the second Tuesday of the month that is at least thirty (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 sixty (60) days. In such instances, Casitas may discontinue Residential water service no less than five (5) business days after placing a shutoff notice hang tag on the door of the Residential service address. If the bill remains unpaid when the hang tag is processed, a charge per Appendix B: Schedule of Other Fees and Charges (Disconnection Fee) shall be assessed.

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

19.4. RESTORATION OF WATER SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

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

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

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

19.5. REMEDIES FOR NON-PAYMENT

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

19.6. RETURNED CHECKS

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

19.7. DISPUTED BILLS

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

20 BILLING ADJUSTMENTS

20.1. NON-REGISTERING METERS

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

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

20.2. BILL RELIEF PROGRAM

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

20.2.1 ELIGIBILITY FOR BILL RELIEF

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

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

20.2.1.1. LEAK RELIEF ADJUSTMENT:

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

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

20.2.1.2. WEAP CONSERVATION PENALTY RELIEF:

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

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

20.2.2 PROCESS TO APPLY FOR BILL RELIEF

To apply for bill relief, the applicant shall:

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

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

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

20.2.3 DISTRICT REVIEW

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

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

20.2.3.1. RELIEF UNDER A CERTAIN AMOUNT

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

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

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

20.2.3.2. RELIEF OVER A CERTAIN AMOUNT

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

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

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

20.2.4 BILL RELIEF

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

20.2.4.1. LEAK RELIEF ADJUSTMENT

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

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

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

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

20.2.4.2. WEAP CONSERVATION PENALTIES

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

20.3. OTHER ADJUSTMENTS

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

21 APPEALS PROCESS

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

21.1. RESIDENTIAL SERVICE SHUTOFF APPEALS

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

21.2. CLASSIFICATION APPEALS

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

21.3. ALLOCATION APPEALS

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

21.4. APPEAL OF EXTRAORDINARY WATER USE CHARGES

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

21.5. DISPUTED BILLS

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

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

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

21.5.1. BILL ADJUSTMENT BY BILL HEARING OFFICER

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

21.6. APPEALS TO BOARD OF DIRECTORS

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

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

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

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

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

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

APPENDIX A: MONTHLY WATER RATES AND SERVICE CHARGES

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"	\$45.24	\$36.15			\$32.31	\$39.76
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"	\$1.51	\$3.81			\$2.92	\$0.77	\$2.89	\$9.44
3/4"	\$1.51	\$3.81	\$15.10	\$9.48	\$2.92	\$0.77	\$2.89	\$9.44
1"	\$2.52	\$6.36	\$25.17	\$15.79	\$4.87	\$1.29	\$4.81	\$15.73
1-1/2"	\$5.04	\$12.71	\$50.35	\$31.59	\$9.75	\$2.58	\$9.62	\$31.47
2"	\$8.07	\$20.34	\$80.55	\$50.54	\$15.60	\$4.13	\$15.39	\$50.35
3"	\$17.65	\$44.49	\$176.21	\$110.55	\$34.12	\$9.04	\$33.66	\$110.13
4"	\$31.77	\$80.09	\$317.17	\$199.00	\$61.41	\$16.27	\$60.59	\$198.24
6"		\$165.25	\$654.49	\$410.63	\$126.72	\$33.58	\$125.03	\$409.07
12"								\$2,416.65
18"								\$4,492.52

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 WASTE PROHIBITION ORDINANCE

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 2022-01

**AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT
ESTABLISHING WATER WASTE PROHIBITIONS**

THIS ORDINANCE is adopted in light of the following facts and circumstances, which are hereby found and declared by the Casitas Municipal Water District (Casitas) Board of Directors:

WHEREAS, Article X, Section 2 of the California Constitution and Section 100 of the California Water Code declare that the general welfare requires water resources be put to beneficial use, therefore, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.

WHEREAS, the adoption and enforcement of this Ordinance is necessary to help manage Casitas' potable water supply and to avoid or minimize the effects of drought within the Casitas service area.

WHEREAS, Casitas has the power to perform all acts necessary to fully carry out the provisions of this Ordinance consistent with Section 71640 and Sections 10608 through 10656 of the California Water Code.

WHEREAS, this Ordinance rescinds and replaces Casitas Municipal Water District Ordinance No. 15-02, Ordinance Establishing Water Waste Prohibitions.

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

1. TITLE.

This Ordinance shall be known as the Casitas MWD Water Waste Prohibition Ordinance.

2. APPLICABILITY.

The provisions of this Ordinance shall apply to all persons, corporations, public or private entities, governmental agencies or institutions, or any other direct water customers of the Casitas Municipal Water District. The water customers of other water purveyors shall be governed by the prohibitions that are adopted by the other water purveyors.

3. PROHIBITED USES.

A. The following uses of water are permanently prohibited and are in effect year round:

- a. **General Waste:** Indiscriminate running of water or washing with water which is wasteful and without reason or purpose.
- b. **Washing of Exterior Surfaces:** The washing of hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, except when necessary to alleviate safety or sanitary hazards or when broom or other waterless device will not suffice. If necessary, washing may only be done with a bucket or similar container, a hose equipped with a positive shut-off

- nozzle, a pressure washer, a low-volume high pressure water efficient water broom, or a cleaning machine equipped to recycle the water used.
- c. **Cleaning of Structures and Vehicles:** The washing of building exteriors, mobile homes, cars, boats or recreational vehicles without the use of a positive shut-off nozzle on either the hose or pressure washer.
 - d. **Watering/Irrigation Runoff Control:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, in a manner or to an extent which allows water to run off the area being watered. Every water user is deemed to have under their control, at all times, their water distribution lines and facilities, and to know the manner and extent of their water use and run off.
 - e. **Limits on Watering Hours:** The watering or irrigating of outdoor ornamental landscapes and turf areas between the hours of 10:00 a.m. and 6:00 p.m. Pacific Standard Time on any day. (Does not apply to irrigation systems that use drip-irrigation and weather-based controllers or stream rotor sprinklers that meet a 70% efficiency standard. Exceptions may be authorized by the General Manager where there is no ability to not water between 10:00 a.m. to 6:00 p.m.).
 - f. **Watering During and within 48 hours after Measureable Rainfall:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, at any time during and within 48 hours after measureable rainfall of at least one fourth of one inch of rain. In determining whether measureable rainfall of at least one fourth of an inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to CMWD.
 - g. **Drought Restrictions:** Watering/irrigating during publicly declared curtailment period in a manner that is not compliant with drought restrictions.
 - h. **Plumbing Leaks:** The escape of water through leaks, breaks, or malfunctions within the water user's plumbing or distribution system, for a substantial period of time within which such break or leak should reasonably have been discovered and corrected.
 - i. **Fountains and Decorative Water Features:** The operation of any ornamental fountain using water from the District's domestic water system unless water for such use is re-circulated.
 - j. **Cooling:** The use of water in mechanical equipment purchased and installed after the adoption of this Ordinance that utilizes a single pass cooling system. Water used for all cooling purposes shall be re-circulated.
 - k. **Drinking Water Served Upon Request Only:** Eating and drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, clubs or other public places where food or drinks are sold or served, are prohibited from providing drinking water to customers unless expressly requested. Affected establishments must prominently display notice informing their customers of this requirement using clear and easily understood language.
 - l. **Restaurant Non-water Conserving Dish Wash Spray Valves:** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.
 - m. **Providing Option to Not Launder Linen and Towels Daily:** Hotels, motels, vacation rentals and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial

lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.

- n. **Commercial Car Wash Systems:** Installation of non-recirculating water systems is prohibited in new or renovations of commercial conveyor car washes systems.
- o. **Turf Irrigation Restrictions:** Irrigating turf or ornamental landscapes during and within 48 hours following measurable precipitation of at least one fourth of one inch of rain.
- p. **Public Street Medians:** The use of potable water for irrigation of ornamental turf on public street medians.
- q. **Street Cleaning & Construction Sites:** The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public.
- r. **Homeowners Association or Community Service Organization:** To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:
 - i. Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;
 - ii. Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or
 - iii. Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

4. EXEMPTED WATER USES.

- A. All water use associated with the operation and maintenance of fire suppression equipment or employed by the District for water quality flushing and sanitation purposes shall be exempt from the provisions of this Ordinance.
- B. Use of water supplied by gray water or rainwater collection system is also exempt; however, use of water from these systems is not exempt from the applicable regulations of the State and local jurisdictions governing the use of such water.
- C. Supervised testing, adjusting, or repairing of irrigation systems is allowed any time for no more than five (5) minutes per station.

5. VIOLATIONS AND PENALTIES.

- A. Any person, who uses, causes to be used, or permits the use of water in violation of this Ordinance is guilty of an offense punishable as provided herein.
- B. **Enforcement of Violation.** Complaints of water waste will be investigated and enforced by the District in the form of a notice of violation. The following officers and employees of the Casitas Municipal Water district are hereby designated and authorized to issue citations for enforcement of this Ordinance:

Operations and Maintenance Manager

Public Affairs/Resource Manager
 Water Conservation Coordinator
 Utility Workers
 Water employees designated by the General Manager

- C. **Notice of Violation.** The notice to the District water customer of a violation of this Ordinance will be issued by either a telephone call, mail, hand-delivery, or posting at the entrance of the violator's premises. The District will issue a written notice that state the time, place, and general description of the violation or repeat of violation, as well as a time frame in which the violation must be corrected. District staff may use discretion when determining the correction time.
- D. **Consequence of Violation.** Administrative fines and water service actions may be levied and applied for each violation of a provision of this Ordinance as follows:
1. **Penalties:** Penalties for failure to comply with any provision of the ordinance are as follows:
 - a. **First Violation:** The District will issue a written notice to the water customer and attach a copy of this Ordinance.
 - b. **Second Violation:** If the first violation is not corrected within the time frame specified by the District, or if a second violation occurs within the following twelve (12) months after the first violation notice, a second notice of violation will be issued and an administrative fine of one hundred dollars (\$100.00) shall be levied for the second violation of this Ordinance.
 - c. **Third Violation:** A third violation within the following twelve (12) months after the date of issuance of the second notice of violation is punishable by an administrative fine of two hundred fifty dollars (\$250.00).
 - d. **Fourth and Subsequent Violations:** Each day that a violation of this Ordinance occurs beyond the remedy allowance provided in the third notice of violation is a separate offense, subject to any or all of the following penalties:
 1. Water service may be turned off or flow may be restricted. Where water service is turned off or flow restricted, it shall be turned on or unrestricted upon correction of the violation and the payment of the reestablishment charges, staff time, and District material purchases per the District's Rates and Regulations for Water Service in effect at the time.
 2. A fine of not more than \$600 or imprisonment in the county jail for not more than 30 days, or both the fine and imprisonment, may be imposed upon conviction under Section 71644 of the California Water Code, or fines/ penalties as defined and allowable under Section 53069.4 of the Government Code may be imposed.
 - e. **Payment of Administrative Fines:** The water customer is responsible for the full payment of administrative fines. Each administrative fine shall be applied in the customer's regular water billing. Payment of the administrative fine will be the final responsibility of the individual named on the water account. Non-payment of fines will

be subject to the same remedies as non-payment of basic water rates, in accordance with the Casitas Rates and Regulations for Water Service.

- 3. **Appeal:** Any customer against whom a penalty is levied pursuant to this Ordinance shall have the right to appeal as follows:
 - a. The customer request for an appeal consideration must be in writing, legible, and received by the General Manager within ten (10) calendar days of the issuance of the notice of violation to the customer. Any determination not timely appealed shall be deemed final. The written request for appeal consideration shall include:
 - i. A description of the issue,
 - ii. Evidence supporting the appeal, and
 - iii. A request for resolution of the dispute.
 - b. The General Manager will review the material submitted and make an independent determination of the issue, which shall be mailed to the customer within fifteen (15) calendar days of receipt of the request for appeal.
 - c. The General Manager’s determination may be appealed in writing within ten (10) calendar days of the mailing of the notice of determination. The appeal of the General Manager’s determination shall be heard and considered by the Board of Directors at an upcoming regular meeting of the Board. Notice of the hearing shall be mailed to the customer at least ten (10) calendar days prior to the date of the appeal hearing. The Board may, in its discretion affirm, reverse, or modify the determination. The Board’s determination is final.

6. **SEVERABILITY.** If any competent court shall find any portion of this Ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

7. **EFFECTIVE DATE.** This Ordinance becomes effective this 26th day of January, 2022.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Casitas Municipal Water District held on January 26, 2022 by the following vote:

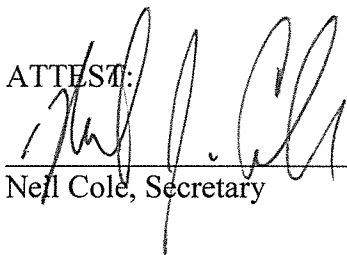
AYES: Bergen, Kaiser, Cole, Hajas, Brennan
 NOES: None
 ABSENT: None
 ABSTAIN: None

APPROVED:



Brian Brennan, President

ATTEST:



Neil Cole, Secretary



RATES AND REGULATIONS FOR WATER SERVICE

Adopted by the Board of Directors on XXXXXXXX

0 TABLE OF CONTENTS

- 0 Table of Contents 2
- 1 General..... 7
 - 1.1. Document Identification and Revision 7
 - 1.2. Compliance with Regulations Required..... 7
 - 1.3. Areas Subject to Regulations 7
 - 1.4. Penalties for Violation..... 7
- 2 Definitions..... 9
 - 2.1. General Definitions 9
 - 2.2. Definitions of Customer Classification and Water Use Types 10
- 3 Arrangements for Regular Water Service..... 12
 - 3.1. Account Holders..... 12
 - 3.2. Application for Existing Service..... 12
 - 3.3. Application for New or Expanded Service..... 12
 - 3.4. Prior Approval of Land Use Agency 13
 - 3.5. Class 6 Lands..... 13
 - 3.6. Term of Service 13
 - 3.7. Deposit and Establishment of Credit..... 13
 - 3.8. Outstanding Obligations 13
 - 3.9. Renters 13
- 4 Termination, Discontinuance and Restoration of Service..... 15
 - 4.1. Closing Accounts..... 15
 - 4.2. Shutoff for Temporary Period of Non-Use..... 15
 - 4.3. Vacant Service 15
 - 4.4. Standby Charges..... 15
 - 4.5. Termination of Service and Meter Removal..... 15
 - 4.6. Deductions 16
 - 4.7. Foreclosure 16
 - 4.7.1. Application for Service by a Realtor or Agent 16
 - 4.8. Restoration of Service 16
 - 4.8.1. Existing Meter..... 16
 - 4.8.2. New Meter 16
 - 4.8.3. Restoration of Service Following Shutoff due to Delinquency..... 17
- 5 Water Service Facilities..... 17
 - 5.1. Meter Locations 17

5.1.1 Remote Meters..... 18

5.2. Pressure Conditions..... 18

5.3. Special Facilities and Extension of Water Mains 18

 5.3.1. Backflow Prevention Devices 19

5.4. Relocation of Existing Service Facilities 19

5.5. Connection and Installation Fees 19

 5.5.1. Installation by Casitas..... 19

 5.5.2. Installation by Customer..... 19

5.6. Ownership of Service Facilities 20

 5.6.1. Casitas-Installed Facilities 20

 5.6.2. Customer-Installed Facilities 20

6 Capital Facilities Charge and Allocations 21

 6.1. New Customers Subject to CFC 21

 6.2. Existing Customers Subject to CFC..... 21

 6.3. Dividing Service..... 21

 6.4. Increasing Size of Services for Fire Flow 23

 6.5. Decreasing Sizing to a Smaller Meter 23

 6.6. Increasing Sizing after Obtaining a Smaller Meter 23

 6.7. Permanent Conversion of agriculture to Other Use 23

 6.8. Transfers of allocations 23

7 Charges for Interacting with the Bureau of Reclamation on Requests from Others 24

8 Will-Serve Letters..... 25

 8.1. Parcel Requirements for Water Service 25

 8.1.1 Single Parcels..... 25

 8.1.2 Install Master Meter for Association 25

 8.1.3 Five or Fewer Multiple Parcels: 26

 8.1.4 Subdivision – Five or More Parcels:..... 26

 8.1.5 Accessory Dwelling Units 26

 8.2. Design Standards Related to Water Use Efficiency 27

9 Public and Private Fire Service 28

 9.1. Public Fire Service 28

 9.1.1. Public Fire Hydrants 28

 9.1.2. Ownership and Relocation of District Fire Hydrants 28

 9.1.3. Use of Fire Protection Facilities..... 28

 9.2. Private Fire Service 28

 9.2.1. Service Charge for Private Fire Protection Facilities 29

9.2.2. Capital Facilities Charge exemption for Fire Protection Facilities 29

10 Temporary Water Service..... 30

 10.1. Installation Fee..... 30

 10.2. Guarantee Deposit..... 30

 10.3. Relocation Fee..... 30

 10.4. Reimbursable Casitas Facilities 30

 10.5. Water Rates for Temporary Service 31

 10.6. Disregard of “Rates and Regulations for Water Service” 31

11 Casitas Equipment on Customer Premises..... 32

 11.1. Right of Access and Easements 32

 11.1.1 Properties Without Water Service..... 32

 11.2. Responsibility of Property Owner..... 32

12 Responsibility for Water Receiving Equipment and Handling..... 34

 12.1. Responsibility of Customer for Water Receiving Equipment..... 34

 12.2. Casitas Not Liable for Water Receiving Equipment..... 34

 12.3. Responsibility for Handling of Water Beyond the Point of Delivery..... 34

13 Cross-Connection Control and Backflow Prevention 35

 13.1. Responsibility of Property Owner..... 35

 13.2. Casitas Requirements..... 35

 13.2.1. Alternate Supply..... 35

 13.2.2. Contaminated Substances..... 36

 13.2.3. Fertilizers and Chemicals 36

 13.2.4. Agricultural Applications..... 36

 13.2.5. Special Cases..... 36

 13.3. Property Owner Inspection of Protective Devices..... 36

 13.4. Casitas Inspection of Protective Devices 37

 13.5. Protection of Customer’s Plumbing System 37

 13.6. Discontinuation Of Private Fire Protection Facility 37

14 Protection of Casitas Facilities and Water Supply 38

 14.1. Unlawful Taking of Water..... 38

 14.2. Pollution of Water Supplies 38

 14.3. Tampering with District Property..... 38

 14.4. Damage to Facilities 38

 14.5. Trespass on Right-of-Way 38

 14.6. Electrical Grounds Prohibited..... 38

 14.7. Penalties and Enforcement Actions 39

15 Water Supply and Interruption of Delivery 40
 15.1. No Liability Due to Interruption of Delivery 40
 15.2. No Liability due to Repairs and Improvements to Casitas MWD's System..... 40
 15.3. Water Efficiency and Allocation Program for Extended Drought Period and Water Shortages 40
16 Water Use Regulations..... 41
 16.1. Regulations for Prohibition of Water Waste..... 41
 16.2. Place of Use of Water..... 41
 16.3. Restrictions on Resale of Water 41
17 Water Service Classifications, Rates, and Charges..... 42
 17.1. Classes of Service 42
 17.1.1 Mutual Water Companies..... 42
 17.2. Requirements for Agricultural Irrigation Service 42
 17.2.1. Commercial Agriculture 42
 17.3. Water Rates 43
 17.3.1 Service Charges 44
 17.3.2 Volumetric Charges 44
 17.3.3 Other Charges on Water Bill..... 44
18 Meter Readings and Tests 45
 18.1. Unit of Water Measurement 45
 18.2. Frequency of Reading 45
 18.3. Meter Tests..... 45
19 Billing and Payment..... 46
 19.1. Frequency of Billing..... 46
 19.2. Date Due..... 46
 19.3. Delinquency..... 46
 19.3.1 Residential Service 46
 19.4. Restoration of Water Service following shutoff due to Delinquency..... 47
 19.5. Remedies for Non-Payment..... 47
 19.6. Returned Checks..... 47
 19.7. Disputed Bills..... 47
20 Billing Adjustments..... 48
 20.1. Non-Registering Meters 48
 20.2. Bill Relief Program..... 48
 20.2.1 Eligibility for Bill Relief 48
 20.2.2 Process to Apply for Bill Relief 49
 20.2.3 District Review 49

<u>20.2.4 Bill Relief</u>	<u>50</u>
<u>20.3. Other Adjustments</u>	<u>51</u>
<u>21 Appeals Process</u>	<u>52</u>
<u>21.1. Residential Service Shutoff Appeals</u>	<u>52</u>
<u>21.2. Classification Appeals</u>	<u>52</u>
<u>21.3. Allocation Appeals</u>	<u>52</u>
<u>21.4. Appeal of Extraordinary water use Charges</u>	<u>52</u>
<u>21.5. Disputed Bills</u>	<u>52</u>
<u>21.5.1. Bill Adjustment by Bill Hearing Officer</u>	<u>52</u>
<u>21.6. Appeals to Board of Directors</u>	<u>53</u>
<u>Appendix A: Monthly Water Rates and Service Charges</u>	<u>54</u>
<u>Appendix B: Schedule of Other Fees and Charges</u>	<u>57</u>
<u>Appendix C: Water Waste Prohibition Ordinance</u>	<u>59</u>

1 GENERAL

1.1. DOCUMENT IDENTIFICATION AND REVISION

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

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

1.2. COMPLIANCE WITH REGULATIONS REQUIRED

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

1.3. AREAS SUBJECT TO REGULATIONS

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

1.4. PENALTIES FOR VIOLATION

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

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

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

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

2 DEFINITIONS

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

2.1. GENERAL DEFINITIONS

- 2.1.1. "Acre Foot": 43,560 cubic feet of water or 435.6 Units of water where one Unit is equal to 100 cubic feet.
- 2.1.2. "Active Service": ~~shall be one~~Service 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 An~~ attached or detached residential dwelling unit that: ~~4a~~ is ancillary to an existing or proposed primary dwelling unit on the same property, ~~2b~~ meets the definition set forth in Paragraph (1) Subsection (j) of California Government Code Section 65852.2 as same may be hereafter amended, and ~~3c~~ is approved by the applicable local land use agency.
- 2.1.4. "Allocation": ~~a A~~ volume of water (as defined herein hundred cubic feet or acre feet) that is assigned and may be reassigned by Casitas to a Casitas property or Casitas customer for a defined allocation period. An allocation of water shall not mean an entitlement nor in any way imply a water right.
- 2.1.5. "Allocation Period": Allocation periods may be monthly or annually during any one fiscal year.
- 2.1.6. "Association": ~~An association shall consist of a 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.~~~~D~~
- 2.1.8. "Board": ~~†~~The Board of Directors of the Casitas Municipal Water District.
- 2.1.9. "Capital Facilities Charge (CFC)": ~~a 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 Same as~~ "Billing Period".
- 2.1.12. "Customer": ~~shall mean a~~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 w~~Water to a service is shut off but the meter is not removed. Standby charges are owed, and the assigned allocation will remain with the property provided the standby charges are paid.
- 2.1.15. "Fiscal Year": A ~~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 a~~All Casitas services that receive water from non-pumped zones.

- 2.1.18. ~~“HCF”:~~ Hundred Cubic Feet, A volume of water ~~that is~~ equal to 100 cubic feet or 748 gallons. See “Unit”.
- 2.1.19. ~~“Hearing Officer”:~~ shall mean tThe 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 aAccounts 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 aAll water service that is delivered from Casitas’ pumped zones.
- 2.1.23. ~~“Residential Dwelling Unit”:~~ shall mean aA 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 tThe 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 tThose 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 tThe 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.~~ 2.1.27. ~~“Standby Charges”:~~ shall mean sService 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.~~ 2.1.28. ~~“Termination”:~~ of service shall mean tThe water meter is removed and the allocation is terminated.
- ~~2.1.30.~~ 2.1.29. ~~“Unit”:~~ A volume of water ~~that is~~ equal to 100 cubic feet or 748 gallons. See HCF.
- ~~2.1.31.~~ 2.1.30. ~~“Vacant Service”:~~ are pProperties that have an existing meter but do not have any active consumption, are not current on-or payment of standby charges, and do not have an identified account holder or person responsible who has communicated with the District regarding plans to restore service.
- ~~2.1.32.~~ 2.1.31. ~~“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.~~ 2.1.32. ~~“Water Use”:~~ The volume of water delivered through a ~~Casitas-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 tThe 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.~~
- ~~2.2.1. "Agricultural Domestic:" shall mean tThe use of water for a combined Rresidential and agriculturalAgricultural Irrigation use: (and subject to all requirements for Agricultural Irrigation Service).~~
- ~~2.2.2. Agricultural Irrigation Service or Use: The use of water for irrigation purposes on all parcels of non-Class 6 land consisting of not less than 2.0 acres devoted to commercial agricultural production (excluding homes, buildings, roads and other non-agricultural producing areas), in compliance with federal law, having a minimum one-inch meter.~~
- ~~2.2.2. —~~
- ~~2.2.3. "Multi Agricultural Domestic" shall mean tThe use of water for a combined multi-family residential and agricultural use.~~
- ~~2.2.4.2.2.3. "Commercial Service:" shall mean wWater 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.~~
- ~~2.2.5.2.2.4. "Fire Service": a 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 wWater service to all facilities owned or operated by Casitas.~~
- ~~2.2.5. "Industrial Service": shall mean sWater service to production and manufacturing-related business, including refineries, with proper zoning and which actually conducts business.~~
- ~~2.2.6. Inter-Departmental: Water service to all facilities owned or operated by Casitas.~~
- ~~2.2.7. Multi-family Agricultural Domestic: The use of water for a combined Multi-family Residential and Agricultural use (and subject to all requirements for Agricultural Irrigation Service).~~
- ~~2.2.8. "Multi-family Residential Service": shall meanWater service to any property that has with two or more legal residential dwelling units, including apartment and condominium complexes, mobile home parks, farmworker housing, accessory dwelling units, or other types of community development for domestic purposes.~~
- ~~2.2.9. "Non-residential service": shall meanWater 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 wWater service at a property owned or operated by a federal, state, county, city, or other public authority; and for public or non-profit services.~~
- ~~2.2.11. "Resale Service": shall mean wWater 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 aWater 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 tLimited 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~~ apply for water service must be via execution of the District's "Owner Authorization Agreement for Water Service by Tenant" form.

3.2. APPLICATION FOR EXISTING SERVICE

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

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

If a signed application for water service is not received by the District within 60 days of change of account, the service will be subject to ~~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 Casitas will send 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 is~~ 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 water service to Class 6 lands shall receive no new or additional water supplies or allocation.

3.6. TERM OF SERVICE

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

3.7. DEPOSIT AND ESTABLISHMENT OF CREDIT

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

3.8. OUTSTANDING OBLIGATIONS

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

3.9. RENTERS

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

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

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

4 TERMINATION, DISCONTINUANCE AND RESTORATION OF SERVICE

4.1. CLOSING ACCOUNTS

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

4.2. SHUTOFF FOR TEMPORARY PERIOD OF NON-USE

For the convenience of all residential services ~~1-1~~-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~~ Vacant Service has no consumption for at least sixty (60) days, the District shall contact the owner by phone or email on file with the District. If no response is received, the District will contact the owner of record at the address on file with Ventura County tax roll through certified mail with return receipt requested. The District will request information on whether the owner wishes to continue the service by paying the standby charges or if the owner wishes to remove the meter as in Subsection 4.5 "Termination of Service and Meter Removal". ~~If the owner does not respond within an additional sixty (60) days, the General Manager reserves the right to discontinue the service, have the meter removed, and terminate the allocation.~~

4.4. STANDBY CHARGES

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

4.5. TERMINATION OF SERVICE AND METER REMOVAL

Water service will be turned off and the meter will be removed on the date requested by the property owner, provided 72 hours' advance notice, excluding Saturdays, Sundays and holidays, is furnished to Casitas in writing. Property owners requesting their meter be removed shall sign a statement ~~that indicates that~~ indicating they wish to terminate water service and remove the water ~~meter, and meter and acknowledge~~ acknowledging 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. The property owner shall provide a legal description and plat map of the new lot, prepared by a surveyor licensed in California.

4.6. DEDUCTIONS

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

4.7. FORECLOSURE

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

4.7.1. APPLICATION FOR SERVICE BY A REALTOR OR AGENT

Criteria for transferring water service(s) out of previous owner, on foreclosed (Bank-Financial Institution 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 BankMortgage Holder) 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-Capital facility-Facility charges~~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 part of~~ Casitas' water distribution system.- Water service to each customer is provided from Casitas' water distribution system through a service lateral and meter.- The water service facility installation to each customer should consider the customer's water demand maximum flow rates, classification of service, water system pressures and capacities, location of facilities within either a right-of-way or Casitas easement, and protection of Casitas' water quality and supply.

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

5.1. METER LOCATIONS

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

The location of meters shall be governed by the following:

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

5.1.1 REMOTE METERS

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

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

5.2. PRESSURE CONDITIONS

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

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

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

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

5.3.1. BACKFLOW PREVENTION DEVICES

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

5.4. RELOCATION OF EXISTING SERVICE FACILITIES

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

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

5.5. CONNECTION AND INSTALLATION FEES

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

~~and a~~An adjustment of the estimated costs to actual costs shall be made when the service installation is completed and the difference will be owed by or refunded to the applicant after installation is completed. ~~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 ~~provided in 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, ~~A, 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~~ 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
<u>1-1/2</u>	<u>120</u>
2	160
3	320
4	1,000
6	2,000
8	3,500

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

 If a service to be divided was increased in size in the past for inclusion of fire flow, the increased sized meter area for the fire service shall be excluded in the dividing of services. -The parcel identified with the fire flow shall be provided with allocation and area of meter based upon full build out of the parcel based upon the average allocation and service size within Casitas. Any remaining allocation and area of meter except that for the fire service shall be divided as described under Subsection 6.3: “Dividing Service”.
- 6.3.7. DIVIDING SERVICES WITH SIZING BASED UPON LOW PRESSURE:
 It is the policy of Casitas that low pressure situations will be solved by the customer’s booster pumping at the customer’s own expense. A service that was previously increased in size for low pressure can be divided subject to paying the CFC for providing an adequate allocation and service size as determined by Casitas’ assessment.

6.4. INCREASING SIZE OF SERVICES FOR FIRE FLOW

Casitas will allow an increase of a service size for fire flow and the customer will be responsible for the cost of the service facility charge to install a meter/service upgrade and the removal of the undersized meter/service. No increase in allocation will be provided for fire flows. [The customer shall pay the monthly service charge for the increased meter size.](#)

6.5. DECREASING SIZING TO A SMALLER METER

A property owner can downsize the meter size at the cost of installing a smaller meter (refer to Subsection 5.5: [“Connection and Installation Fees”](#)) only if, in the opinion of Casitas, the smaller meter can pass adequate flow without damage to the meter, Casitas ~~has installed~~[can install](#) an orifice plate if deemed necessary to protect the meter, and the customer can verify a lower water demand capacity required by the private system. 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 indicating~~ they acknowledge that they are ~~giving up~~[relinquishing](#) 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 [payment of the](#) full CFC for the additional capacity of the meter added to the system by the meter flow rate increase proposed. ~~The~~ customer shall also follow installation requirements and pay fees necessary to cause the physical increase in the meter and service size (refer to Subsection 5.5: [“Connection and Installation Fees”](#)).

6.7. PERMANENT CONVERSION OF AGRICULTURE TO OTHER USE

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

6.8. TRANSFERS OF ALLOCATIONS

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

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

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

8 WILL-SERVE LETTERS

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

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

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

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

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. Casitas may require other governmental agency approvals such as the Local Agency Formation Commission prior to service.

8.1.1 SINGLE PARCELS

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

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

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

8.1.2 INSTALL MASTER METER FOR ASSOCIATION

A master metering facility may be installed to serve said single parcel for which the owners thereof have joined together and formed an association as described in Subsection 2.1: “General Definitions.” ~~All of the owners of~~

~~the various parcels are required to enter into an~~The association must enter into a Water Service Agreement with Casitas 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. Without an approved application for temporary service, any water used for purposes other than fire suppression from fire protection facilities shall be considered unlawful taking of water.

9.2. PRIVATE FIRE SERVICE

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

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

Connection Control and Backflow Prevention², 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 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 ~~three (3)~~ three (3) 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 or short-term agricultural use. Provision of temporary water service shall not be considered ~~mandatory, but~~ 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 as provided~~ in Appendix B: "Schedule of Other Fees and Charges" shall be paid by the applicant at the time temporary water service is requested; provided, that where temporary water service is desired from an outlet other than a fire hydrant and/or special piping or other fittings are required for the connection, the installation and relocation fees shall be increased to cover the actual cost of installation. No charge shall be made to the applicant for the cost of the meter.

10.2. GUARANTEE DEPOSIT

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

10.3. RELOCATION FEE

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

10.4. REIMBURSABLE CASITAS FACILITIES

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

~~10.5. WATER 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.~~

~~10.6.10.5.~~ WATER RATES FOR TEMPORARY SERVICE

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

~~10.7.10.6.~~ DISREGARD OF "RATES AND REGULATIONS FOR WATER SERVICE"

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

11 CASITAS EQUIPMENT ON CUSTOMER PREMISES

11.1. RIGHT OF ACCESS AND EASEMENTS

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

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

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

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

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

11.1.1 PROPERTIES WITHOUT WATER SERVICE

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

If after reasonable notice to the occupant of the land the 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".

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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, [CCR] Section 7583, et seq.). This chapter is intended to supplement, but not supersede, State statutes, codes, ordinances, and regulations relating to water supply and plumbing. Casitas reserves the right to require cross-connection protection in excess of those required in Title 17 CCR.

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

13.1. RESPONSIBILITY OF PROPERTY OWNER

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

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

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

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

13.2. CASITAS REQUIREMENTS

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

13.2.1. ALTERNATE SUPPLY

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

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

13.2.2. CONTAMINATED SUBSTANCES

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

13.2.3. FERTILIZERS AND CHEMICALS

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

13.2.4. AGRICULTURAL APPLICATIONS

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

13.2.5. SPECIAL CASES

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

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

13.3. PROPERTY OWNER INSPECTION OF PROTECTIVE DEVICES

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

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

13.4. CASITAS INSPECTION OF PROTECTIVE DEVICES

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

13.5. PROTECTION OF CUSTOMER'S PLUMBING SYSTEM

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

13.6. DISCONTINUATION OF PRIVATE FIRE PROTECTION FACILITY

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

14 PROTECTION OF CASITAS FACILITIES AND WATER SUPPLY

14.1. UNLAWFUL TAKING OF WATER

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

14.2. POLLUTION OF WATER SUPPLIES

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

14.3. TAMPERING WITH DISTRICT PROPERTY

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

14.4. DAMAGE TO FACILITIES

Any damage occurring to facilities owned by the District caused by 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. TRESPASS ON RIGHT-OF-WAY

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

14.6. ELECTRICAL GROUNDS PROHIBITED

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

14.7. PENALTIES AND ENFORCEMENT ACTIONS

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

- 14.7.1. Discontinuance or termination of water service
- 14.7.2. Assessment and collection of damages
- 14.7.3. Assessment and collection of fees for unmeasured water consumption
- 14.7.4. Impose a penalty as set forth in Appendix B: “Schedule of Other Fees and Charges”
- 14.7.5. [Pursue](#) Criminal prosecution.

15 WATER SUPPLY AND INTERRUPTION OF DELIVERY

15.1. NO LIABILITY DUE TO INTERRUPTION OF DELIVERY

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

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

For the purpose of making repairs or installing improvements to the system, Casitas shall have the right to temporarily suspend the delivery of water.- Casitas will attempt to notify customers in advance of such action, and only if possible in cases of emergency. -Repairs or improvements will be performed during regular working hours except in the case of emergencies as defined by Casitas. Casitas shall not be liable for any loss, damage, or inconvenience occasioned by or the result of repairs or improvements made to Casitas ~~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 Shortage Contingency Plan and/or Water Efficiency and Allocation Program (WEAP) shall establish, through a staged process, Casitas' customer allocation program in which the objective is to balance supplies and demand through an equitable distribution of existing available supplies during water shortages caused by extended drought periods.

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

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

16.2. PLACE OF USE OF WATER

Water Code Section 71611 authorizes Casitas to sell water under its control for use only within the jurisdictional boundaries of the Casitas Municipal Water District. Except in cases of surplus water as determined by the Board and with the prior written consent of the Board ~~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-family Agricultural Domestic.

17.1.1 MUTUAL WATER COMPANIES

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

17.2. REQUIREMENTS FOR AGRICULTURAL IRRIGATION SERVICE

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

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

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

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

17.2.1. COMMERCIAL AGRICULTURE

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

17.2.1.1. CROP REPORT:

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

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

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

17.3. WATER RATES

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

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

17.3.1 SERVICE CHARGES

A Service Charge based on the meter size shall be paid by each customer for each billing period during which a service connection exists. Such charge for any billing period in which such a connection has existed for less than the whole of such period shall be prorated. Such charge shall not entitle the customer to any quantity of water. Service connections exist on the date of approval of the Application for Service. Service Charges are billed from the date that service application is made by the customer. For divided, new, or expanded services, service charges are owed once payment of the Capital Facilities Charge and issuance of an allocation is made, whether or not the meter has been installed.

17.3.2 VOLUMETRIC CHARGES

Customers are responsible for payment of Volumetric Charges ~~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 Lake 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% percent over the actual quantities passing through it, the cost of said test deposited by the customer shall be refunded.

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

19 BILLING AND PAYMENT

19.1. FREQUENCY OF BILLING

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

19.2. DATE DUE

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

19.3. DELINQUENCY

Bills for water service are due, payable, and become delinquent from the due date. Water service is subject to discontinuation if bills are not paid within sixty (60) days from the date of the bill. Casitas shall make a reasonable, good faith effort to notify the customer by either phone, mail, or email regarding the impending shutoff. The District assumes no responsibility for phone or email contact information that has not been kept ~~up-~~ 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 ~~thirty~~ (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 ~~sixty (60)~~ days. In such instances, Casitas may discontinue Residential water service no less than five (5) business days after placing a shutoff notice hang tag on the door of the Residential service address. If the bill remains unpaid when the hang tag is processed, a charge per Appendix B: "Schedule of Other Fees and Charges" (Disconnection Fee) shall be assessed.

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

19.4. RESTORATION OF WATER SERVICE FOLLOWING SHUTOFF DUE TO DELINQUENCY

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

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

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

19.5. REMEDIES FOR NON-PAYMENT

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

19.6. RETURNED CHECKS

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

19.7. DISPUTED BILLS

A customer may request Casitas review a water bill by following the procedures in Subsection 21.~~45~~: "Disputed Bills."

20 BILLING ADJUSTMENTS

20.1. NON-REGISTERING METERS

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

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

20.2. BILL RELIEF PROGRAM

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

20.2.1 ELIGIBILITY FOR BILL RELIEF

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

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

20.2.1.1. LEAK RELIEF ADJUSTMENT:

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

- A. The customer is receiving Residential or Agricultural Domestic water service;
- B. For Agricultural Domestic customers, a maximum of 50 HCF per month is eligible for relief (relating to Tier 1 and 2 water rates intended for domestic use);
- C. The water usage caused by the leak is twice the average of the customer's three (3) year historical usage;
- D. The circumstances giving rise to the customer's request for relief were beyond the customer's reasonable control and not due to a negligent failure to properly maintain and/or replace in a timely manner any leaking water fixtures, water pipes, or other water infrastructure on the customer's property;
- E. The customer has not received another form of bill adjustment for Leak Relief or Conservation Penalty Relief from the District in the past five (5) years;
- F. The request for relief is only for volumetric water rates;
- G. The customer submitted a timely request for relief per Subsection 20.23.2; and
- H. If the leak relief request occurs when mandatory conservation measures are being implemented under the WEAP, the customer must have a reasonable record of staying within their annual allocation prior to the extraordinary use occurring.
- I. The customer provides evidentiary support that the cause of the event giving rise to the extraordinary water charges were caused by circumstances beyond the customer's reasonable control and have been promptly repaired.

H.

20.2.1.2. WEAP CONSERVATION PENALTY RELIEF:

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

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

20.2.2 PROCESS TO APPLY FOR BILL RELIEF

To apply for bill relief, the applicant shall:

- A. Submit a request for relief, in writing on a form provided by the District, to the District's Bill Hearing Officer within ~~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:

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

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

20.2.4.2. WEAP CONSERVATION PENALTIES

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

20.3. OTHER ADJUSTMENTS

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

21 APPEALS PROCESS

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

21.1. RESIDENTIAL SERVICE SHUTOFF APPEALS

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

21.2. CLASSIFICATION APPEALS

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

21.3. ALLOCATION APPEALS

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

21.4. APPEAL OF EXTRAORDINARY WATER USE CHARGES

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

21.5. DISPUTED BILLS

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

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

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

21.5.1. BILL ADJUSTMENT BY BILL HEARING OFFICER

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

21.6. APPEALS TO BOARD OF DIRECTORS

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

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

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

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

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

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

APPENDIX A: MONTHLY WATER RATES AND SERVICE CHARGES

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
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
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 CD: 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: HYDROLOGIC STATUS REPORT FOR FEBRUARY 2023
DATE: MARCH 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	6.06"	7.77"	8.30"
Water Year (WY: Oct 01 – Sep 30)	32.92"	49.64"	30.61"
Average station rainfall to date	16.67"	20.51"	14.92"

Ojai Water System Data

Wellfield production	81.99 AF
Surface water supplement	0.00 AF
Static depth to water surface – Mutual #6	75.6 feet
Change in static level from previous month	+ 60.6 feet

Robles Fish Passage and Diversion Facility Diversion Data

Diversions this month	5,233.7 AF
Diversion days this month	27
Total Diversions WY to date	12,787.7 AF
Diversion days this WY	60

Casitas Reservoir Data

Water surface elevation as of end of month	512.74 feet AMSL
Water storage last month	104,885 AF
Water storage as of end of month	116,314 AF
Net change in storage	+ 11,429 AF
Change in storage from same month last year	+ 35,563 AF

AF = Acre-feet

AMSL = Above mean sea level

WY = Water year



Consumption Report

Water Sales FY 2022-2023 (Acre-Feet)

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date		
													2022/ 2023	2021/ 2022	
													Total	Total	
AD Ag-Domestic	346	425	398	280	128	21	19	-	-	-	-	-	-	1,615	1,649
MAD Ag-Domestic Multi	15	15	16	12	7	1	3	-	-	-	-	-	-	69	68
AG Ag	218	260	237	183	91	8	8	-	-	-	-	-	-	1,004	1,134
C Commercial	125	120	106	72	46	28	26	-	-	-	-	-	-	522	530
DI Interdepartmental	22	7	6	3	1	1	1	-	-	-	-	-	-	42	57
F Fire	0	0	0	0	-	-	0	-	-	-	-	-	-	0	0
I Industrial	1	1	2	1	1	1	1	-	-	-	-	-	-	8	11
OT Other	28	32	25	20	15	8	6	-	-	-	-	-	-	135	136
R Residential	239	226	242	197	131	95	74	-	-	-	-	-	-	1,204	1,268
RM Residential Multi	33	33	32	26	22	19	15	-	-	-	-	-	-	181	185
RS - P Resale Pumped	46	57	119	97	67	41	34	-	-	-	-	-	-	461	542
RS - G Resale Gravity	64	164	174	141	128	132	93	-	-	-	-	-	-	898	2,407
TE Temporary	3	3	2	1	1	1	0	-	-	-	-	-	-	12	9
Total	1,141	1,342	1,359	1,034	638	356	281	-	-	-	-	-	-	6,151	7,996
CMWD	950	1,160	1,160	869	527	277	220	-	-	-	-	-	-	5,163	7,008
OJAI	191	183	199	165	110	79	60	-	-	-	-	-	-	988	988
Total 2021 / 2022	1,666	1,692	1,655	1,098	1,050	492	343	654	700	711	930	1,076	-	N/A	12,067



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

	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021	YTD
	July	August	September	October	November	December	January	February	March	April	May	June	
Revenue	(48,685)	(48,893)	(48,945)	(49,160)	(49,090)	(48,787)	(49,013)	(48,754)	(48,737)	(49,088)	(48,639)	(46,304)	(584,095)
Expenses													-
Legal	-	26,378	15,228	-	29,451	4,917	4,625	14,288	1,344	32,955	15,958	23,411	168,555
Other Pro Fees	-	-	-	-	-	-	20,322	14,782	-	-	7,813	82,257	125,175
Bank Fees/ Bad Debt	-	-	-	-	130	-	-	-	-	-	-	-	130
Net Total	(48,685)	(22,515)	(33,717)	(49,160)	(19,509)	(43,870)	(24,066)	(19,684)	(47,393)	(16,133)	(24,868)	59,364	(290,234)
Cash Collected	948	2,630	44,674	48,421	47,746	50,454	48,260	46,160	52,298	46,680	49,070	46,673	484,014
Cash Disbursed	-	(26,378)	(15,228)	(0)	(29,573)	(4,917)	(24,955)	(29,070)	(1,344)	(32,955)	(23,771)	(63,445)	(251,637)
Accounts Payable	-	-	-	-	(8)	-	8	-	-	-	(0)	(42,224)	(42,224)
Accounts Receivable	47,737	46,263	4,271	738	1,344	(1,667)	754	2,594	(3,561)	2,408	(431)	(369)	100,081
Net Total	48,685	22,515	33,717	49,160	19,509	43,870	24,066	19,684	47,393	16,133	24,868	(59,364)	290,235
	2021	2021	2021	2021	2021	2021	2022	2022	2022	2022	2022	2022	YTD
	July	August	September	October	November	December	January	February	March	April	May	June	
Revenue	(48,514)	(48,430)	(48,489)	(48,520)	(48,464)	(48,355)	(48,545)	(48,400)	(48,345)	(48,018)	(48,499)	(48,384)	(1,165,058)
Expenses													-
Legal	-	1,908	12,847	9,838	24,067	38,114	-	54,949	46,935	140,549	23,364	23,200	544,326
Other Pro Fees	-	10,122	5,718	13,835	22,554	27,345	45,786	20,995	14,643	32,509	3,525	40,547	362,753
Bank Fees/ Bad Debt	-	-	-	-	-	-	-	-	-	-	-	366	496
Net Total	(48,514)	(36,400)	(29,925)	(24,847)	(1,843)	17,104	(2,759)	27,545	13,233	125,040	(21,610)	15,729	(257,482)
Cash Collected	50,335	46,498	49,795	48,266	47,348	49,062	48,507	46,747	49,424	49,471	47,847	38,475	1,055,791
Cash Disbursed	(32,144)	(22,110)	(18,564)	(23,673)	(46,621)	(65,459)	(45,786)	(75,944)	(61,578)	(173,058)	(27,233)	(50,036)	(893,842)
Accounts Payable	32,144	10,079	-	-	-	(0)	(0)	-	-	0	(0)	(18,525)	(18,525)
Accounts Receivable	(1,821)	1,932	(1,306)	253.23	1,115	(707)	38	1,652	(1,079)	(1,453)	995	14,356	114,058
Net Total	48,514	36,400	29,925	24,847	1,843	(17,104)	2,759	(27,545)	(13,233)	(125,040)	21,610	(15,729)	257,483
	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023	YTD
	July	August	September	October	November	December	January	February	March	April	May	June	
Revenue	(48,398)	(48,148)	(48,782)	(48,086)	(47,956)	(47,524)	(48,058)	6	-	-	-	-	(1,502,003)
Expenses													-
Legal	-	5,074	14,677	9,730	3,297	9,242	2,154	20,342	-	-	-	-	608,841
Other Pro Fees	-	-	-	-	-	-	-	-	-	-	-	-	362,753
Bank Fees/ Bad Debt	-	-	-	-	-	-	-	-	-	-	-	-	496
Net Total	(48,398)	(43,074)	(34,104)	(38,356)	(44,659)	(38,282)	(45,904)	20,347	-	-	-	-	(529,913)
Cash Collected	50,433	47,420	46,609	48,163	48,583	50,058	47,867	46,381	-	-	-	-	1,441,305
Cash Disbursed	(13,303)	(10,296)	(14,677)	(9,730)	(3,297)	(66,922)	(2,154)	(11,156)	-	-	-	-	(1,025,376)
Accounts Payable	13,303	5,221	-	-	-	0	-	-	-	-	-	-	0
Accounts Receivable	(2,035)	728	2,173	(77)	(627)	55,146	191	(55,573)	-	-	-	-	113,984
Net Total	48,398	43,074	34,104	38,356	44,659	38,282	45,904	(20,347)	-	-	-	-	529,913

Note: Data as of 3/01/2023 - - - - - 415,929



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

	Bonds Proceeds Received (1)	Interest Earned (2)	Expense (3)	Balance Series B (1)+(2)+(3)
2017 Subtotal	42,658,223.98	24,046.16	(36,886,093.06)	
TOTAL	42,658,223.98	24,046.16	(36,886,093.06)	5,796,177.08
2018 Subtotal	-	77,279.16	-	
TOTAL	42,658,223.98	101,325.32	(36,886,093.06)	5,873,456.24
2019 Subtotal	-	102,268.61	(1,486,814.43)	
TOTAL	42,658,223.98	203,593.93	(38,372,907.49)	4,488,910.42
2020 Subtotal	-	15,749.88	(4,404,999.69)	
TOTAL	42,658,223.98	219,343.81	(42,777,907.18)	99,660.61
2021 Subtotal	-	2.16	(99,662.60)	
TOTAL	42,658,223.98	219,345.97	(42,877,569.78)	0.17
2022 Subtotal	-	-	-	
TOTAL	42,658,223.98	219,345.97	(42,877,569.78)	0.17
2023 Subtotal	-	-	-	
TOTAL	42,658,223.98	219,345.97	(42,877,569.78)	0.17

Casitas Municipal Water District

CFD 2013-1 Improvement Fund - Series C

	Bonds Proceeds Received (1)	Interest Earned (2)	Expense (3)	Balance Series C (1)+(2)+(3)
2019 Subtotal	13,570,000.00	12,284.84	-	
TOTAL	13,570,000.00	12,284.84	-	13,582,285
2020 Subtotal	-	48,026.34	(1,362,971.53)	
TOTAL	13,570,000.00	60,311.18	(1,362,971.53)	12,267,339.65
2021 Subtotal	-	671.83	(4,812,722.59)	
TOTAL	13,570,000.00	60,983.01	(6,175,694.12)	7,455,288.89
2022 Subtotal	-	50,765.59	(3,708,377.36)	
TOTAL	13,570,000.00	111,748.60	(9,884,071.48)	3,797,677.12
2023 January		11,900.39	(404,631.59)	Project Reimbursement (Dec 2022)
February		11,090.90	(139,903.42)	Project Reimbursement (Jan 2023)
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
2022 Subtotal		22,991.29	(544,535.01)	
TOTAL	13,570,000.00	134,739.89	(10,428,606.49)	3,276,133.40

Summary of Expenses

CFD 2013-1 Improvement Fund - Series B&C

Purchase of Ojai System	34,481,628.00
Extension Contract	366,371.55
Meter Cost	2,038,093.51
Received Project reimbursements:	16,420,083.21
	53,306,176.27
	-

Total funds remaining for improvement Series B:	0.17
Total funds remaining for improvement Series C:	3,276,133.40
Total Funds Remaining	3,276,133.57

Received Project reimbursements:	16,420,083.21
Projects Cost YTD:	16,641,872.34
Projects Pending Reimbursement:	221,789.13

Total Funds Remaining less pending Reimbursement:	3,054,344.44
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Casitas Municipal Water District
CFD 2013 - 1 Projects to be reimbursed to CMWD To Date
As of 2/28/2023

Project No:	Project Name:	Costs
400	Ojai System Masterplan	375,336
420	Sunset Place Pipeline Replacement	785,031
421	Cuyama, Palomar and El Paseo Roads Pipeline Replacement	2,170,277
422	South San Antonio Street and Crestview Drive Pipeline	89,258
423	West and East Ojai Avenue Pipeline Replacement	2,363,910
424	Running Ridge Zone Hydraulic Improvement	451,282
425	Well Rehabilitation Replacement	1,597,203
426	Valve & Appurtenance Replacement	1,136,797
427	Fairview Pipeline Replacement	527,850
428	Mutual Wellfield Pipeline	167,657
429	Grand Ave Pipeline	56,651
430	Signal Booster Zone Hydraulic Improvements	165,699
431	Emily Street Pipeline Replacement	1,055,085
432	Casitas-Ojai System Interties	78,159
522	Ojai Arc Flash Study	119,839
611	Mutual Replacement Well	438,973
411	Replace San Antonio #3 Well	29,760
506	Ojai SCADA UPS Units	11,448
509	Hypochlorite Tanks OS	24,187
511	Ojai Wellfield Cla-Vals	4,274
512	Well Monitoring Upgrades 07/2018	1,521
514	Ojai Wellfield Mag Meters 07/2018	18,877
433	Ojai 12" pipeline replac	2,015,232
434	Heidelberger PP Ret. Wal	148,381
435	Plesant Ave/Daily Rd Pip	62,645
436	OWS Tank/Valt Fall Impro	23,274
437	Wellfield VFDs	436,715
438	Lion St PL/ Fairview Conn	762,333
646	OWS Arbolada Tank	64,982
673	Mutual Well #7	1,427,976
674	San Antonio Filter Upgrade	26,265
705	Heidelberger Pump Plant Fire Flow	-
706	Wellfield Eqpt & Hardware	4,994.63
Project(s) Cost To Date:		<u>16,641,872</u>



Casitas Municipal Water District
State Water Project - Interconnect Project Costs
As of 2/28/2023

Project No:	Project Name:	Costs paid to date	Encumbered	Total Encumbered & Cost To Date
378	State Water Interconnect - Calleguas to Casitas	123,668	-	123,668
527	State Water Interconnect - Carpinteria to Casitas	2,221,257	1,273,577	3,494,834
606	State Water Interconnect - Ventura to Casitas	249,242	-	<u>249,242</u>
Project(s) Cost To Date:				<u><u>3,867,744</u></u>



Casitas Municipal Water District
Revenue & Expense Report
For the Month Ending, December 31st, 2022

% of the Year Completed: 50.00%

	Current Budget (a)	Current Period Balance	Year to Date Balance (b) FY2023	Prior Year to Date Balance FY2022
Water Sales	9,835,923	230,857	4,712,004	6,075,870
Water Standby	5,783,364	467,574	2,833,896	2,848,953
Water Delinquency & Penalties	101,295	(85,066)	459,395	611,477
Water Other	16,930	12,110	15,735	8,375
Recreation- Operations	4,185,489	238,520	1,656,349	1,473,836
Recreation- Water Park	801,350	-	345,862	-
Miscellaneous Operational	44,040	138	2,251	86,187
Subtotal Operating Revenue (d)	20,768,391	864,133	10,025,492	11,104,698
Miscellaneous Non-Operational	743,911	85,631	356,297	186,082
Grants/ Reimbursements	850,000	461	9,316	-
Taxes & Assessments	6,830,685	3,904,269	4,032,973	3,853,815
Miscellaneous	-	-	-	-
Subtotal Non-Operating Revenue (e)	8,424,596	3,990,361	4,398,586	4,039,896
Total Revenue (d+e)	29,192,987	4,854,494	14,424,078	15,144,594

Total Encumbered (c)	Budget Remaining (a)-(b)-(c)	% YTD Budget (b)/(a)	% YTD Budget Encumbered (b+c)/(a)
-	5,123,919	47.91%	47.91%
-	2,949,468	49.00%	49.00%
-	(358,100)	453.52%	453.52%
-	1,195	92.94%	92.94%
-	2,529,140	39.57%	39.57%
-	455,488	43.16%	43.16%
-	41,789	5.11%	5.11%
-	10,742,899	48.27%	48.27%
-	387,614	47.90%	47.90%
-	840,684	1.10%	1.10%
-	2,797,712	59.04%	59.04%
-	-	0.00%	0.00%
-	4,026,010	52.21%	52.21%
-	14,768,909	49.41%	49.41%

Expenses

Administration	1,267,334	161,588	863,691	703,767
Board of Directors	251,492	13,237	57,280	66,685
District Maintenance	677,303	47,126	285,335	310,905
Electrical Mechanical	3,196,280	303,830	1,716,898	1,052,664
Engineering	1,436,349	161,466	703,645	825,729
Fisheries	624,151	55,844	252,783	261,091
General O&M	604,746	69,333	317,870	-
Human Resources	546,993	23,476	399,303	368,421
Information Technology	428,239	41,146	195,374	186,497
Management	1,663,455	148,192	572,426	544,264
Pipeline	1,735,866	157,007	757,598	728,098
Recreation - Operations / Maint. / PR / Water Pk	4,917,067	345,460	2,069,421	1,752,491
Retirees	352,760	27,962	167,760	223,086
Safety / Garage	273,169	29,327	156,153	133,714
Utilities Maintenance	888,866	109,496	493,281	506,017
Water Conservation - P/R	757,637	58,771	318,796	327,004
Water Quality- Lab	913,535	79,885	374,652	320,473
Water Treatment	2,094,999	204,062	1,182,477	1,055,068
Total Operating Expenses (f)	22,630,241	2,037,208	10,884,741	9,365,973
Net, Operating gain/(loss) (d-f)	(1,861,850)	(1,173,075)	(859,249)	1,738,725
Net, total gain/(loss) (d+e-f)	6,562,746	2,817,286	3,539,336	5,778,621

38,112	365,532	68.15%	71.16%
-	194,212	22.78%	22.78%
10,271	381,696	42.13%	43.64%
23,375	1,456,007	53.72%	54.45%
81,432	651,272	48.99%	54.66%
-	371,368	40.50%	40.50%
-	286,876	52.56%	52.56%
-	147,690	73.00%	73.00%
17,105	215,760	45.62%	49.62%
7,450	1,083,579	34.41%	34.86%
71,721	906,547	43.64%	47.78%
11,826	2,835,819	42.09%	42.33%
-	185,000	47.56%	47.56%
158	116,859	57.16%	57.22%
3,485	392,101	55.50%	55.89%
-	438,841	42.08%	42.08%
19,710	519,173	41.01%	43.17%
258,315	654,207	56.44%	68.77%
542,960	11,202,540	48.10%	50.50%

	Current Budget (a)	Current Period Balance	Year to Date Balance (b)	Prior Year to Date Balance
Debt Service				
CFD 2013-1	2,807,933	12,482	1,169,936	1,174,878
State Water Project	1,135,687	485,804	833,329	753,859
Total Debt Service	3,943,620	498,286	2,003,265	1,928,765

Total Encumbered (c)	Budget Remaining (a)-(b)-(c)	% YTD Budget (b)/(a)	% YTD Budget encumbered (b+c)/(a)
-	1,637,997	41.67%	41.67%
-	302,358	73.38%	73.38%
-	1,940,355	50.80%	50.80%

Capital	Current Budget (a)	Current Period Balance	Year to Date Balance (b) FY2023	Prior Year to Date Balance
Administration	-	-	-	-
Board of Directors	-	-	-	-
District Maintenance	43,500	-	12,000	9,399
Electrical Mechanical	273,200	35,424	93,610	23,185
Engineering	3,580,000	149,418	1,145,238	858,445
Engineering- CFD	6,350,000	405,489	1,951,337	1,906,887
Fisheries	-	-	-	-
General O&M	-	-	-	-
Information Technology	-	-	-	-
Management	-	-	-	-
Pipeline	208,500	-	972	-
Recreation - Operations / Maint. / PR / Water Pk	112,500	19,927	193,877	42,788
Recreation - Aquatic Play Structure	-	26,709	1,197,905	-
Retirees	-	-	-	-
Safety / Garage	252,708	-	53,974	49,940
Utilities Maintenance	196,075	41,463	101,540	46,892
Water Conservation - P/R	-	-	-	-
Water Quality- Lab	124,572	760	34,245	25,762
Water Treatment	222,200	55,319	207,249	113,839
Total Capital	11,363,255	734,508	4,991,948	3,077,137
Camp Chaffee Temporary Pump Station (8/10)	105,000			
Grant App. Services 2022 Urban Drought Communities- Interconnect Project (10/12)	34,260			
Grant App. Services 2022 Urban Drought Communities- VRBO (10/12)	13,500			
Dam Intake Structure Anodes Replacement (10/26)	48,000			
Board Approved unbudgeted items	200,760			
Net assets, End of year				
(Total Revenue-Total Expenses-Total Debt Service-Total Capital-Unbudgeted Items)	(8,944,889)	1,584,493	(3,455,876)	772,719

Total Encumbered (c)	Budget Remaining (a)-(b)-(c)	% YTD Budget (b)/(a)	% YTD Budget encumbered (b+c)/(a)
-	-	0.00%	0.00%
-	-	0.00%	0.00%
40	31,460	27.59%	27.68%
198,972	(19,382)	34.26%	107.09%
3,549,362	(1,114,600)	31.99%	131.13%
3,275,428	1,123,234	30.73%	82.31%
-	-	0.00%	0.00%
-	-	0.00%	0.00%
-	-	0.00%	0.00%
-	-	0.00%	0.00%
-	207,528	0.47%	0.47%
58,400	(139,777)	172.34%	224.25%
1,143,251	(2,341,156)	0.00%	0.00%
-	-	0.00%	0.00%
-	198,734	21.36%	21.36%
11,416	83,119	51.79%	57.61%
-	-	0.00%	0.00%
14,199	76,128	27.49%	38.89%
4,059	10,892	93.27%	95.10%
8,255,128	(1,883,820)	43.93%	116.58%

	Beginning of Fiscal Year Balance	Year to Date Balance
General Fund Balance	7,389,328	10,015,155
U.S Bank Investments	9,912,550	10,631,926
U.S Bank Money Market Account	986,964	19,455
LAIF	483	484
County of Ventura Investment (COVI)	3,066	3,071
CFD-2013-1 Improvement Bond	6,819,665	3,797,677
Total Reserves	25,112,056	24,467,768

December Summary

- December had appeals panel for bill relief and approx. \$78k was relived which impacted water delinquency & penalties.
- Received property tax deposits totaling \$3.9 million of which \$1.6million is for CFD 2013-1 assessment, \$1.5 million is related to 1% allocation, and \$760k relates to State Water Project.
- Majority of the capital expenses relate to CFD 2013-1 project West and East Ojai Ave Pipeline replacement and mutual well #7. Other capital expenses include Ventura- Santa Barbara County intertie, dam anodes replacement, LCRA camp F improvements, and meter purchases.
- Made one of the larger State Water Payments for the year in December. Next large payment is due in July.

CASITAS MUNICIPAL WATER DISTRICT
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2022

11 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	TOTAL BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>							
<u>NON DEPARTMENTAL</u>							
WATER SALES	9,835,923	230,856.86	4,712,003.52	6,075,870.05	0.00	5,123,919.48	47.91
WATER SERVICES	16,930	12,110.00	15,735.00	8,375.00	0.00	1,195.00	92.94
WATER STANDBY	5,783,364	467,574.38	2,833,895.74	2,848,952.65	0.00	2,949,468.26	49.00
WATER DELINQUENCY	101,295	(85,065.60)	459,395.10	611,477.01	0.00	(358,100.10)	453.52
WATER REVENUE OTHER	461,888	11,474.16	224,152.08	24,470.61	0.00	237,735.92	48.53
CAPITAL FACILITIES	44,040	0.00	1,834.74	85,242.07	0.00	42,205.26	4.17
INTEREST	282,023	74,294.67	133,237.61	163,451.05	0.00	148,785.39	47.24
TAXES & ASSESSMENTS	2,640,736	1,529,549.15	1,613,483.69	1,494,693.32	0.00	1,027,252.31	61.10
OTHER GOVT. AGENCIES	867,481	3,177.77	12,033.47	2,527.50	0.00	855,447.53	1.39
MISCELLANEOUS REVENUES	146,641	0.00	8,589.31	143,064.70	0.00	138,051.69	5.86
TOTAL NON DEPARTMENTAL	20,180,321	2,243,971.39	10,014,360.26	11,458,123.96	0.00	10,165,960.74	49.62
<u>RECREATION - OPERATIONS</u>							
RECREATION PARK	4,040,053	233,457.05	1,568,274.96	1,380,634.65	0.00	2,471,778.04	38.82
RECREATION-CONCESSION	145,436	5,022.69	87,985.28	92,153.78	0.00	57,450.72	60.50
RECREATION OTHER	0	40.00	88.55	1,047.29	0.00	(88.55)	0.00
TOTAL RECREATION - OPERATIONS	4,185,489	238,519.74	1,656,348.79	1,473,835.72	0.00	2,529,140.21	39.57
<u>RECREATION - WATER PARK</u>							
RECREATION-CONCESSION	9,348	0.00	4,440.92	0.00	0.00	4,907.08	47.51
RECREATION-WATER PARK	792,002	0.00	341,421.50	0.00	0.00	450,580.50	43.11
TOTAL RECREATION - WATER PARK	801,350	0.00	345,862.42	0.00	0.00	455,487.58	43.16
TOTAL REVENUES	25,167,160	2,482,491.13	12,016,571.47	12,931,959.68	0.00	0.00	47.75

CASITAS MUNICIPAL WATER DISTRICT
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2022

11 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	TOTAL BALANCE	% YTD BUDGET
<u>EXPENDITURE SUMMARY</u>							
<u>RETIREES</u>							
Benefits	352,760	27,961.53	167,759.66	223,086.21	0.00	185,000.52	47.56
TOTAL RETIREES	352,760	27,961.53	167,759.66	223,086.21	0.00	185,000.52	47.56
<u>BOARD OF DIRECTORS</u>							
Salaries	130,693	6,098.96	26,791.86	29,742.70	0.00	103,901.34	20.50
Benefits	80,658	4,221.87	25,901.96	36,106.29	0.00	54,756.42	32.11
Services & Supplies	40,140	2,916.50	4,585.86	835.70	0.00	35,554.14	11.42
TOTAL BOARD OF DIRECTORS	251,492	13,237.33	57,279.68	66,684.69	0.00	194,211.90	22.78
<u>MANAGEMENT</u>							
Salaries	701,029	81,640.95	350,071.67	316,971.96	0.00	350,956.83	49.94
Benefits	173,674	14,232.17	99,653.43	93,903.70	0.00	74,020.10	57.38
Services & Supplies	788,753	52,318.74	122,700.79	133,388.21	7,450.00	658,601.71	16.50
TOTAL MANAGEMENT	1,663,455	148,191.86	572,425.89	544,263.87	7,450.00	1,083,578.64	34.86
<u>HUMAN RESOURCES</u>							
Salaries	157,687	18,135.60	79,591.39	76,711.10	0.00	78,095.21	50.47
Benefits	35,836	3,526.30	25,031.85	23,298.02	0.00	10,803.74	69.85
Services & Supplies	353,470	1,814.27	294,679.62	268,411.60	0.00	58,790.38	83.37
TOTAL HUMAN RESOURCES	546,992	23,476.17	399,302.86	368,420.72	0.00	147,689.33	73.00
<u>INFORMATION TECHNOLOGY</u>							
Salaries	252,075	29,965.11	125,221.34	123,005.94	0.00	126,853.86	49.68
Benefits	85,151	7,811.58	51,975.74	48,500.59	0.00	33,175.42	61.04
Services & Supplies	91,013	3,369.15	18,176.80	14,990.67	17,104.87	55,730.83	38.77
TOTAL INFORMATION TECHNOLOGY	428,239	41,145.84	195,373.88	186,497.20	17,104.87	215,760.11	49.62
<u>WATER CONSERVATION</u>							
Salaries	452,684	43,788.00	191,188.43	200,895.29	0.00	261,495.57	42.23
Benefits	147,077	10,002.64	71,720.45	78,917.25	0.00	75,357.00	48.76
Services & Supplies	157,875	4,980.51	55,886.99	47,191.14	(19.00)	102,007.01	35.39
TOTAL WATER CONSERVATION	757,636	58,771.15	318,795.87	327,003.68	(19.00)	438,859.58	42.08
<u>FISHERIES</u>							
Salaries	435,261	43,153.83	170,166.02	173,879.25	0.00	265,094.78	39.10
Benefits	133,818	10,700.60	70,227.80	68,238.03	0.00	63,589.71	52.48
Services & Supplies	55,073	1,989.08	12,389.42	18,973.96	0.00	42,683.08	22.50
TOTAL FISHERIES	624,151	55,843.51	252,783.24	261,091.24	0.00	371,367.57	40.50
<u>ADMINISTRATION SERVICES</u>							
Salaries	797,588	93,249.65	391,557.99	346,137.32	0.00	406,029.69	49.09
Benefits	271,406	28,735.33	164,154.64	120,679.63	0.00	107,251.69	60.48
Services & Supplies	720,990	40,145.79	307,947.13	229,102.75	38,111.60	374,930.77	48.00
Other Operating Expenses	(522,650)	0.00	0.00	0.00	0.00	(522,650.00)	0.00
TOTAL ADMINISTRATION SERVICES	1,267,334	162,130.77	863,659.76	695,919.70	38,111.60	365,562.15	71.16

CASITAS MUNICIPAL WATER DISTRICT
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2022

11 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	TOTAL BALANCE	% YTD BUDGET
<u>WAREHOUSE</u>							
Salaries	0	0.00	0.00	3,994.68	0.00	0.00	0.00
Benefits	0	0.00	0.00	1,016.64	0.00	0.00	0.00
Services & Supplies	0	(543.13)	30.89	2,836.20	0.00	(30.89)	0.00
TOTAL WAREHOUSE	0	(543.13)	30.89	7,847.52	0.00	(30.89)	0.00
<u>GARAGE</u>							
Salaries	12,399	0.00	463.21	6,016.32	0.00	11,935.52	3.74
Benefits	4,792	99.31	665.67	1,995.24	0.00	4,126.47	13.89
Services & Supplies	47,612	7,703.53	41,092.15	32,411.42	157.52	6,362.33	86.64
Services & Supplies-W.O.	252,708	0.00	53,907.49	49,940.09	0.00	198,800.63	21.33
TOTAL GARAGE	317,511	7,802.84	96,128.52	90,363.07	157.52	221,224.95	30.33
<u>SAFETY</u>							
Salaries	124,584	15,311.75	68,776.74	55,134.60	0.00	55,806.81	55.21
Benefits	46,987	4,833.03	29,923.82	28,216.27	0.00	17,063.03	63.69
Services & Supplies	36,793	1,379.76	15,231.37	9,939.68	0.00	21,561.13	41.40
Services & Supplies-W.O.	0	0.00	66.82	0.00	0.00	(66.82)	0.00
TOTAL SAFETY	208,363	21,524.54	113,998.75	93,290.55	0.00	94,364.15	54.71
<u>ENGINEERING</u>							
Salaries	896,070	93,948.92	415,338.22	310,332.84	0.00	480,731.38	46.35
Benefits	264,775	20,237.89	140,079.73	129,318.31	0.00	124,694.88	52.91
Services & Supplies	275,505	47,279.57	148,226.65	386,077.57	81,432.42	45,845.43	83.36
Salaries - Work Orders	0	7,358.75	21,386.11	101,999.09	0.00	(21,386.11)	0.00
Benefits - Work Orders	0	410.54	2,623.06	14,364.56	0.00	(2,623.06)	0.00
Services & Supplies-W.O.	9,930,000	547,137.19	3,072,566.23	2,648,968.05	6,824,790.40	32,643.37	99.67
TOTAL ENGINEERING	11,366,349	716,372.86	3,800,220.00	3,591,060.42	6,906,222.82	659,905.89	94.19
<u>WATER QUALITY - LAB</u>							
Salaries	373,081	45,925.35	185,828.72	182,248.38	0.00	187,252.56	49.81
Benefits	157,903	15,186.85	90,998.32	82,429.57	0.00	66,904.34	57.63
Services & Supplies	382,550	18,772.92	97,824.70	55,795.04	19,709.93	265,015.86	30.72
Services & Supplies-W.O.	124,572	759.63	34,244.59	25,761.77	14,199.34	76,127.73	38.89
TOTAL WATER QUALITY - LAB	1,038,106	80,644.75	408,896.33	346,234.76	33,909.27	595,300.49	42.66
<u>UTILITIES MAINTENANCE</u>							
Salaries	424,620	59,655.14	230,993.50	268,277.56	0.00	193,626.90	54.40
Benefits	187,329	17,558.23	107,581.24	118,187.58	0.00	79,747.81	57.43
Services & Supplies	276,917	32,283.05	154,705.87	119,552.13	3,484.85	118,726.28	57.13
Services & Supplies-W.O.	196,075	41,462.54	101,540.13	46,892.25	11,415.69	83,119.18	57.61
TOTAL UTILITIES MAINTENANCE	1,084,941	150,958.96	594,820.74	552,909.52	14,900.54	475,220.17	56.20
<u>ELECTRICAL MECHANICAL</u>							
Salaries	630,225	89,241.10	334,630.77	335,858.90	0.00	295,594.42	53.10
Benefits	227,798	20,090.30	127,210.05	141,202.12	0.00	100,587.87	55.84
Services & Supplies	2,338,258	194,498.72	1,255,057.19	575,602.87	23,374.64	1,059,826.17	54.67
Services & Supplies-W.O.	273,200	35,423.69	93,610.19	23,184.59	198,971.89	(19,382.08)	107.09
TOTAL ELECTRICAL MECHANICAL	3,469,481	339,253.81	1,810,508.20	1,075,848.48	222,346.53	1,436,626.38	58.59

CASITAS MUNICIPAL WATER DISTRICT
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2022

11 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	TOTAL BALANCE	% YTD BUDGET
<u>DIST MAINT - PIPELINE</u>							
Salaries	602,626	82,498.31	299,071.33	341,416.08	0.00	303,554.49	49.63
Benefits	234,080	21,387.22	127,446.26	148,044.99	0.00	106,633.87	54.45
Services & Supplies	899,160	53,121.11	331,080.44	238,636.87	71,721.45	496,357.61	44.80
Services & Supplies-W.O.	208,500	0.00	971.99	0.00	0.00	207,528.01	0.47
TOTAL DIST MAINT - PIPELINE	1,944,365	157,006.64	758,570.02	728,097.94	71,721.45	1,114,073.98	42.70
<u>WATER TREATMENT</u>							
Salaries	821,521	110,558.95	440,278.43	410,431.63	0.00	381,242.85	53.59
Benefits	310,778	29,702.75	190,946.93	205,907.71	0.00	119,831.12	61.44
Services & Supplies	962,701	63,800.37	551,251.52	438,728.61	258,315.08	153,133.90	84.09
Services & Supplies-W.O.	222,200	55,318.81	207,249.11	113,839.17	4,059.39	10,891.50	95.10
TOTAL WATER TREATMENT	2,317,200	259,380.88	1,389,725.99	1,168,907.12	262,374.47	665,099.37	71.30
<u>OPERATIONS - MAINTENANCE</u>							
Salaries	282,981	26,495.38	124,753.00	131,494.97	0.00	158,227.80	44.09
Benefits	114,945	9,545.44	65,143.02	63,510.92	0.00	49,802.00	56.67
Services & Supplies	279,377	(336,292.17)	95,439.25	868,301.77	10,271.25	173,666.50	37.84
Services & Supplies-W.O.	43,500	0.00	12,000.00	9,399.43	40.00	31,460.00	27.68
TOTAL OPERATIONS - MAINTENANCE	720,803	(300,251.35)	297,335.27	1,072,707.09	10,311.25	413,156.30	42.68
<u>GENERAL O&M</u>							
Salaries	446,957	54,647.95	225,333.49	0.00	0.00	221,623.76	50.41
Benefits	145,410	14,117.12	90,444.15	0.00	0.00	54,965.37	62.20
Services & Supplies	12,379	567.54	2,092.66	0.00	0.00	10,286.34	16.90
TOTAL GENERAL O&M	604,746	69,332.61	317,870.30	0.00	0.00	286,875.47	52.56
<u>RECREATION - OPERATIONS</u>							
Salaries	1,316,712	142,673.48	617,678.95	602,935.86	0.00	699,033.05	46.91
Benefits	424,911	36,495.41	233,831.03	247,231.10	0.00	191,080.35	55.03
Services & Supplies	286,343	16,229.05	151,661.83	123,005.55	618.30	134,062.37	53.18
Other Operating Expenses	522,650	0.00	0.00	0.00	0.00	522,650.00	0.00
Salaries - Work Orders	0	0.00	0.00	130.48	0.00	0.00	0.00
Benefits - Work Orders	0	0.00	0.00	9.98	0.00	0.00	0.00
TOTAL RECREATION - OPERATIONS	2,550,616	195,397.94	1,003,171.81	973,312.97	618.30	1,546,825.77	39.35
<u>RECREATION - MAINTENANCE</u>							
Salaries	589,949	58,339.08	277,457.42	235,712.49	0.00	312,491.58	47.03
Benefits	128,700	16,447.13	84,559.77	76,919.46	0.00	44,140.61	65.70
Services & Supplies	482,370	34,511.56	261,982.38	220,350.86	3,367.52	217,020.10	55.01
Services & Supplies-W.O.	112,500	19,927.21	189,608.32	42,566.54	50,266.08	(127,374.40)	213.22
TOTAL RECREATION - MAINTENANCE	1,313,519	129,224.98	813,607.89	575,549.35	53,633.60	446,277.89	66.02
<u>RECREATION - PUBLIC REL</u>							
Salaries	137,733	0.00	4,546.16	23,564.57	0.00	133,186.64	3.30
Benefits	34,944	583.13	3,986.54	9,585.04	0.00	30,957.29	11.41
Services & Supplies	122,800	9,917.02	88,037.15	72,727.86	2,952.00	31,810.85	74.10
TOTAL RECREATION - PUBLIC REL	295,477	10,500.15	96,569.85	105,877.47	2,952.00	195,954.78	33.68

CASITAS MUNICIPAL WATER DISTRICT
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2022

11 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	TOTAL BALANCE	% YTD BUDGET
<u>RECREATION - WATER PARK</u>							
Salaries	676,364	21,700.08	220,890.92	74,401.77	0.00	455,472.68	32.66
Benefits	89,128	5,000.70	40,183.07	40,802.51	0.00	48,944.50	45.08
Services & Supplies	104,463	3,562.97	84,660.76	25,335.08	4,888.63	14,913.11	85.72
Services & Supplies-W.O.	0	0.00	4,214.44	0.00	8,133.64	(12,348.08)	0.00
TOTAL RECREATION - WATER PARK	869,954	30,263.75	349,949.19	140,539.36	13,022.27	506,982.21	41.72
<hr/>							
TOTAL EXPENDITURES	33,993,489	2,397,628.39	14,678,784.59	13,195,512.93	7,654,817.49	11,659,886.71	65.70
REVENUE OVER/(UNDER) EXPENDITURES	(8,826,329)	84,862.74	(2,662,213.12)	(263,553.25)	(7,654,817.49)	(11,659,886.71)	116.89

CASITAS MUNICIPAL WATER DISTRICT
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2022

11 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	TOTAL BALANCE	% YTD BUDGET
<u>SUMMARY OF EXPENSES</u>							
SALARIES	9,709,438	1,105,282.33	4,565,807.51	4,231,324.65	0.00	5,143,630.77	47.02
BENEFITS	3,650,546	297,244.50	1,852,890.36	1,836,522.26	0.00	1,797,655.52	50.76
SERVICES & SUPPLIES	9,270,250	287,303.20	4,466,098.24	4,050,610.02	542,941.06	4,261,210.55	54.03
SALARIES-WORK ORDERS	0	7,358.75	21,386.11	102,129.57	0.00 (21,386.11)	0.00
BENEFITS-WORK ORDERS	0	410.54	2,623.06	14,374.54	0.00 (2,623.06)	0.00
SERVICES & SUPPLIES - W.O.	<u>11,363,255</u>	<u>700,029.07</u>	<u>3,769,979.31</u>	<u>2,960,551.89</u>	<u>7,111,876.43</u>	<u>481,399.04</u>	<u>95.76</u>
TOTAL EXPENDITURES	33,993,489	2,397,628.39	14,678,784.59	13,195,512.93	7,654,817.49	11,659,886.71	65.70

Non-Budgeted Items Log Sheet - FY 2023

Approval Date	Item	Budgeted Amount	Actual Amount	Notes	Grant Potential (Y or N)
10-Aug-22	Camp Chaffee Temporary Pump Station	\$ 105,000.00			N
12-Oct-22	Grant Application Services 2022 Urban Drought Communities-Interconnect Project	\$ 34,260.00			N
12-Oct-22	Grant Application Services 2022 Urban Drought Communities-Interconnect Project	\$ 13,500.00			N
26-Oct-22	Dam Intake Structure Anodes Replacement	\$ 48,000.00			Y
	Total	\$ 200,760.00	\$ -		

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
02/28/23**

Type of Invest	Institution	CUSIP	Date of Maturity	Original Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$941,144	\$819,819	2.875%	8/2/2016	7.75%	464
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,025,110	\$955,230	2.700%	5/10/2017	9.03%	850
*TB	Federal National Assn	31315P2J7	5/1/2024	\$809,970	\$708,833	3.300%	5/25/2016	6.70%	421
*TB	Farmer MAC	31315PYF0	5/2/2028	\$512,355	\$459,670	2.925%	11/20/2017	4.34%	1862
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$940,311	\$731,402	5.400%	5/9/2016	6.91%	1123
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$476,582	\$410,929	3.375%	7/14/2016	3.88%	188
*TB	Farmer MAC	3133EPPH7	2/12/2029	\$480,251	\$436,610	2.710%	11/20/2017	4.13%	2142
*TB	Federal National Assn	3135G0K36	4/24/2026	\$2,532,940	\$2,327,700	2.125%	7/6/2010	21.99%	1134
*TB	Federal National Assn	3135G0ZR7	9/6/2024	\$1,488,050	\$1,346,412	2.625%	5/25/2016	12.72%	546
*TB	US Treasury Note	912828WE6	11/15/2023	\$723,061	\$654,114	2.750%	12/13/2013	6.18%	255
*TB	US Treasury Note	912796YW3	5/4/2023	\$1,000,000	\$991,770	4.510%	11/1/2022	9.37%	64
*TB	US Treasury Note	912796ZE2	5/11/2023	\$750,000	\$741,356	4.580%	2/9/2023	7.00%	71
Total in Gov't Sec. (11-00-1055-00&1065)				\$12,429,775	\$10,583,845			99.97%	
Total Certificates of Deposit:				\$0	\$0			0.00%	
**	LAIF as of 2/28/2023: (11-00-1050-00)		N/A	\$484	\$484	1.36%	Estimated	0.00%	
***	COVI as of 2/28/2023: (11-00-1060-00)		N/A	\$3,071	\$3,071	1.50%	Estimated	0.03%	
TOTAL FUNDS INVESTED				\$12,433,330	\$10,587,400			100.00%	
Total Funds Invested last report				\$11,683,330	\$10,710,494				
Total Funds Invested 1 Yr. Ago				\$10,682,511	\$10,321,366				
****	CASH IN BANK (11-00-1000-00) EST.			\$6,943,304	\$6,943,304				
	CASH IN Custody Money Market			\$35,928	\$35,928				
TOTAL CASH & INVESTMENTS				\$19,412,563	\$17,566,632				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$20,207,548	\$19,846,403				
*CD	CD - Certificate of Deposit								
*TB	TB - Federal Treasury Bonds or Bills								
**	Local Agency Investment Fund								
***	County of Ventura Investment Fund								
	Estimated interest rate, actual not due at present time.								
****	Cash in bank								

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.

All investments were made in accordance with the Treasurer's annual statement of investment policy.

CASITAS MUNICIPAL WATER DISTRICT
Board Memo

DATE: March 17, 2023
TO: Board of Directors
FROM: Michael Flood; General Manager
SUBJECT: Report of Current Accumulated Costs from the January 2023 Storm Event

RECOMMENDATION:

Receive and File

BACKGROUND AND OVERVIEW:

The storm of January 9th/10th 2023 caused damage to several facilities operated by the District with the most significant being the Robles Forebay, Robles Cutoff Wall, and the Matilija Conduit.

The District has accumulated approximately \$990,000 in costs related to temporary mitigations and repairs to the affected facilities.

Casitas has applied for reimbursement of these costs with the Federal Emergency Management Agency (FEMA).

DISCUSSION:

The accumulated cost breakdown as of this date is as follows:

Labor (Direct):	\$ 206,724
Materials:	\$ 81,438
Permits:	\$ 2,734
Outside Contracts:	\$ 342,092
Encumbrances:	\$ 74,815
Pending Invoices:	<u>\$ 282,403</u>
Total:	\$ 990,206

Casitas expects that given the nature and timeframe of these expenses, the District will receive a 100% reimbursement of this amount from FEMA.

Additional expenses will continue to accumulate over the next several weeks related to direct labor and equipment rentals. Casitas will be eligible for partial reimbursement for these expenses.

CASITAS MUNICIPAL WATER DISTRICT
MINUTES
Recreation Committee
(this meeting was held virtually and in-person)

DATE: March 17, 2023
TO: Board of Directors
FROM: General Manager, Michael Flood
Re: Recreation Committee Meeting of March 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
Park Services Manager, Joe Martinez
Division Officer, Joe Evans
Executive Administrator, Rebekah Vieira
Park Services Officer, Mitch Tull

2. **Public Comments.**

None

3. **Review of Lake Casitas Recreation Area (LCRA) and Casitas Water Adventure (CWA) fee adjustments.**

GM Flood reviewed the contents of the memo with the Committee.

Director Brennan asked questions about senior rates, late day passes for the Casitas Water Adventure and recommended that the credit card fee be included in the reservation fee and not as a separate charge.

Director Kaiser made comments regarding the Casitas Water Adventure fees, Snowbird stay times and rates, and staff research of credit card fees.

PSM Martinez indicated that CFO Brown had just negotiated lower credit card fees for the District.

The Committee asked that this item be forwarded to the Board of Directors to consider the setting of a hearing for April 26, 2023.

4. **Review of Casitas Water Adventure Temporary Seasonal Snack Bar Concession Agreement with Carlos Hernandez.**

GM Flood reviewed this item with the Committee.

Director Kaiser made comments regarding the contract length and the prohibition of outside food in the Casitas Water Adventure.

Director Brennan made comments regarding handstamps and the excellent qualifications of the sole bidder.

The Committee asked that this item be forwarded to the Board of Directors for consideration.

5. **Review of Recreation Report for January 2023**

PSM Martinez went over the report with the Committee including attendance, revenues, storm damage, vessel tagging, lifeguard recruitment, grant funding, and maintenance activities.

Director Kaiser asked questions about storm damage and trail maintenance and thanked staff for the great response to the storms this year.

6. **Review of Incidents and Comments**

DO Evans gave updates on maintenance activities, ongoing coordination with the County of Ventura regarding 'No Overnight Parking' signs on Santa Ana Road, storm and lake level response, incidents involving the eagle preserve, a lost dog and an exit lane tire blowout.

Director Brennan asked questions about the eagle preserve and the lake level response.

Director Kaiser made comments regarding issues on Santa Ana Road involving renewed dumping.