



## AGENDA

### REGULAR MEETING OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY WATER DISTRICT

CARPINTERIA CITY HALL  
5775 CARPINTERIA AVENUE  
CARPINTERIA, CA 93013

BOARD OF DIRECTORS

Case Van Wingerden  
President  
Shirley L. Johnson  
Vice President

Casey Balch  
Polly Holcombe  
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

Wednesday, November 29, 2023 at 5:30 p.m.

#### Join Zoom Meeting

<https://us06web.zoom.us/j/84987639271?pwd=IGGLAIplcGnbGnl8OcKDgDdPkgYhTR.1>

Meeting ID: 849 8763 9271

Passcode: 051692

or

Dial by Phone: 1-669-444-9171

If interested in participating in a matter before the Board, you are strongly encouraged to provide the Board with a public comment in one of the following ways:

1. **Online:** Comments may be submitted online through the “eComments” function located in the **Upcoming Events** section on our website: <https://cvwd.net/about/our-board/meetings/> **by 5:00 p.m. on the day of the meeting.**

2. **Submitting a Written Comment.** If you wish to submit a written comment, please email your comment to the Board Secretary at [Public.Comment@cvwd.net](mailto:Public.Comment@cvwd.net) by **5:00 P.M. on the day of the meeting.** Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.

3. If you wish to make either a general public comment or to comment on a specific agenda item in person, please: attend the Board Meeting at the location noted above and fill out a speaker slip prior to the hearing the item.

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE, President Van Wingerden**

**II. ROLL CALL, Secretary McDonald**

**III. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda)**

1301 Santa Ynez Avenue  
Carpinteria, CA 93013  
(805) 684-2816

\*\*Indicates attachment of document to agenda packet.

**IV. APPROVAL ITEMS**

- A. \*\*Minutes of the Regular Board meeting held on November 8, 2023**

**V. UNFINISHED BUSINESS – None**

- VI. \*\*ADJOURN to Regular meeting of Carpinteria Groundwater Sustainability Agency (Time Certain 5:35 p.m.)**

**VII. NEW BUSINESS –**

- A. \*\*Consider Carpinteria Summerland and Montecito Fire District Request to Collocate Communication Equipment on Shepard Mesa Tank Staff Report (for action, General Manager McDonald)**
- B. \*\*Consider Amended Resolution 1150 Adopting CVWD Rates and Charges for Water Service to Clarify CIP Default Services (for action, General Manager McDonald)**
- C. \*\*Consider Revisions to Rules & Regulations (for information, General Manager McDonald)**
- D. \*\*Consider Ratification of Ordinance No. 23-2 approving the Allocation Method adopted on November 8<sup>th</sup>, 2023 (for action, General Manager McDonald)**
- E. \*\*Consider CAPP - Draft JEPA and Draft Ground Lease (for information, General Manager McDonald)**

**VIII. DIRECTOR REPORTS –**

- A. \*\*COMB Board Meeting – November 13, 2023 – Director Holcombe**
- B. \*\*CCWA Special Board Meeting – November 27, 2023 – Director Johnson**

**IX. GENERAL MANAGER REPORTS (for information) –**

- A. \*\*Financials**
- B. \*\*Engineering Report**
- C. \*\*Intent to Serve Letter Report**
- D. \*\*Operations Report**
- E. \*\*Water Supply Report**

- X. **[CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(2)]: Cachuma Operations & Maintenance Board**
- XI. **[CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(2)]: Proposed PFAS Class Action Settlements with Public Water Systems**
- XII. **CONSIDER DATES AND ITEMS FOR AGENDA FOR:**

**CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF DECEMBER 13, 2023, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775 CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.**

**XIII. ADJOURNMENT.**

Robert McDonald, Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 5:30 p.m., November 26, 2023. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements. Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

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Carpinteria, CA 93013  
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	<b>MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS</b>	
	<b>CARPINTERIA VALLEY WATER DISTRICT</b>	
	<b>November 8, 2023</b>	
	President Van Wingerden called the regular meeting of the Carpinteria Valley Water District Board of Directors held in the Carpinteria City Hall Chamber to order at 5:30 p.m., Wednesday, November 8, 2023, and led the Board in the Pledge of Allegiance.	
<b>ROLL CALL</b>	Directors Present; Johnson, Balch, and Van Wingerden Directors Absent: Holcombe and Roberts	
	Others Present: Bob McDonald	
	Cari Ann Potts Norma Rosales Lisa Silva Maso Motlow	Justin Klentner
<b>PUBLIC FORUM</b>	No one from the public addressed the Board.	
<b>MINUTES</b>	Following discussion, Director Balch moved, and Director Johnson seconded the motion to approve the minutes of the Board meeting held on October 25, 2023. The motion carried by a 3-0-2 vote with Directors Holcombe and Roberts absent. The minutes were approved by roll call as follows;  Ayes: Johnson, Balch, and Van Wingerden Nays : none Absent: Holcombe and Roberts	
<b>DISBURSEMENT REPORT</b>	Following discussion, Director Balch moved, and Director Johnson seconded the motion to approve the monthly bills for the period of September 16, 2023 through October 15, 2023. The motion carried by a 3-0-2 vote with Directors Holcombe and Roberts absent. The motion was approved by roll call as follows;  Ayes: Johnson, Balch and Van Wingerden Nays : none Absent: Holcombe and Roberts	
<b>ADJOURN</b>	President Van Wingerden opened the regular Carpinteria Groundwater Sustainability Agency meeting at 5:35 p.m.	



<p><b>RECONVENED TO REGULAR BOARD MEETING</b></p>	<p>President Van Wingerden reconvened the Board meeting at 6:42 p.m.</p>
<p><b>CCRF CALCULATION METHOD</b></p>	<p>General Manager McDonald presented to consider CCRF calculation method. Presentation by Maso Motlow.</p> <p><u>CCRF Questions to Consider:</u></p> <ul style="list-style-type: none"> <li>- Should the District use the Asset Valuation method or the Rates &amp; Charges method as the basis for the CCRF Fee?</li> <li>- Do other agencies use a per-unit CCRF?</li> <li>- Will the per-unit CCRF result in a loss of revenue to the District?</li> </ul> <p><u>Recommendation:</u></p> <ul style="list-style-type: none"> <li>- Asset Valuation method is appropriate</li> </ul> <p>For information. May be brought back for adoption on 11/29/23</p>
<p><b>INDIVIDUAL METER POLICY REVISION</b></p>	<p>General Manager McDonald presented to consider Revision to Individual Meter Policy. Presentation by Maso Motlow.</p> <p><u>Individual Meter Advantages:</u></p> <ul style="list-style-type: none"> <li>- State: Individualized water management</li> <li>- Better information and leak detection</li> <li>- Private sub meters may not be maintained</li> <li>- Price signal to customers</li> </ul> <p><u>Master Meter Advantages:</u></p> <ul style="list-style-type: none"> <li>- State: More housing, quickly</li> <li>- Individual plumbing may not be feasible or efficient</li> <li>- Individual meters may not fit at curb line</li> <li>- Higher development costs</li> </ul> <p><u>Proposed Master Meter eligibility criteria:</u></p> <ul style="list-style-type: none"> <li>- More than 10 residential units within one building, or sharing walls</li> <li>- Individually parceled</li> <li>- Space at the curb line</li> </ul> <p>Justin Klentner addressed the board concerning the impact of installing individual meters to multi-family unit properties as not being practical in regard to space in a high density building.</p> <p>For information. Will be brought back for consideration in a future meeting.</p>

<p><b>ORDINANCE NO. 23-2</b></p>	<p>General Manager McDonald presented to consider Adoption of Ordinance No. 23-2 approving the Allocation Method.</p> <p>Following a Public Hearing regarding the Parcel Water Allocation Method held on November 8, 2023, it was noted that an Ordinance adoption was required.</p> <p>Following discussion, Director Johnson moved, and Director Balch seconded the motion to approve Ordinance No. 23-2. The motion carried by a 3-0-2 vote with Directors Holcombe and Roberts absent. The motion was approved by roll call as follows;</p> <p>Ayes: Johnson, Balch, and Van Wingerden  Nayes : none  Absent: Holcombe and Roberts</p>
<p><b>RESOLUTION NO. 1151</b></p>	<p>General Manager McDonald presented to consider Resolution No. 1151 Closing of District’s CGSA checking account.</p> <p>Following discussion, Director Balch moved, and Director Johnson seconded the motion to approve Resolution No. 1151. The motion carried by a 3-0-2 vote with Directors Holcombe and Roberts absent. The motion was approved by roll call as follows;</p> <p>Ayes: Johnson, Balch, and Van Wingerden  Nayes : none  Absent: Holcombe and Roberts</p>
<p><b>CAPP POTHOLING BIDS</b></p>	<p>General Manager McDonald presented to consider CAPP Project Potholing Bids.</p> <p>The District sent five contractors a Request for Proposal for potholing and received two bids from Elite Engineering and Tierra Contractors in amounts higher than expected.</p> <p><u>Staff Recommendation:</u></p> <ul style="list-style-type: none"> <li>- Reject all bids</li> <li>- Rebid with modifications</li> </ul> <p>Following discussion, Director Balch moved, and Director Johnson seconded the motion to reject all bids and rebid with modifications. The motion carried by a 3-0-2 vote with Directors Holcombe and Roberts absent. The motion was approved by roll call as follows;</p> <p>Ayes: Johnson, Balch, and Van Wingerden</p>

	<p>Nayes : none Absent: Holcombe and Roberts</p>
<b>CAPP FUNDING UPDATE</b>	<p>General Manager McDonald presented to consider CAPP Funding Update.</p> <p>General Manager McDonald gave an update on CAPP Funding Sources moving forward with the State Revolving Fund - Grant &amp; Loan.</p> <p>For information.</p>
<b>ADMINISTRATIVE COMMITTEE MEETING</b>	<p>Director Van Wingerden gave a verbal report on the Administrative Committee meeting that was held on November 2, 2023</p>
<b>CENTRAL COAST WATER AUTHORITY BOARD MEETING</b>	<p>Director Johnson gave a verbal report on the CCWA Board meeting that was held on October 26, 2023</p>
<b>CLOSED SESSION</b>	<p>President Van Wingerden announced closed session item was removed from the agenda:</p> <p style="text-align: center;"><b>X. REMOVED FROM AGENDA</b></p>
<b>NEXT BOARD MEETING</b>	<p>The next Regular Board meeting is scheduled to be held on November 29, 2023, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.</p>
<b>ADJOURNMENT</b>	<p>President Van Wingerden adjourned the meeting at 7:43 p.m.</p>
<b>NEXT BOARD MEETING</b>	<p>Robert McDonald, Secretary</p>



## AGENDA

### REGULAR MEETING OF THE BOARD OF DIRECTORS OF CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY

CARPINTERIA CITY HALL  
5775 CARPINTERIA AVENUE  
CARPINTERIA, CA 93013

Wednesday, November 29, 2023 at 5:35 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/84987639271?pwd=IGGLAIplcGnbGnl8OcKDgDdPkgYhTR.1>

Meeting ID: 849 8763 9271

Passcode: 051692

or

Dial by Phone: 1-669-444-9171

1. CALL TO ORDER
2. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda).
3. APPROVAL ITEMS
  - A. **\*\*Minutes for the Meeting of the Board held on November 8, 2023**
4. UNFINISHED BUSINESS – none
5. NEW BUSINESS –
  - A. **\*\* Consider Summary Report on GSPAC activities (for information, Executive Director Bob McDonald).**
  - B. **\*\*Present Proposed Groundwater Sustainability Plan with Public Comments (for information, Executive Director Bob McDonald).**
  - C. **Public Hearing on Proposed Groundwater Sustainability Plan (GSP)**
    1. **Opening of Public Hearing (Chairman Van Wingerden)**
    2. **Receipt of Public Comment (Chairman Van Wingerden)**
    3. **Closing of Public Hearing (Chairman Van Wingerden)**
    4. **Director Comments**

\*\*Indicates attachment of document to agenda packet.

**D. \*\*Consider Resolution No. 030 approving the Groundwater Sustainability Plan (GSP) (for action, Executive Director Bob McDonald).**

**6. EXECUTIVE DIRECTOR REPORTS (for information) –**

**A. \*\*Financials – Treasurer Rosales**

**7. ADJOURNMENT**

*Robert McDonald, Secretary*

The above matters are the only items scheduled to be considered at this meeting.

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# Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013  
Phone (805) 684-2816

BOARD OF DIRECTORS

*Case Van Wingerden*  
President  
*Shirley L. Johnson*  
Vice President

*Casey Balch*  
*Polly Holcombe*  
*Matthew Roberts*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

## Staff Report

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: November 20, 2023

### **For Consideration: Item VII.A - Consider Carpinteria Summerland and Montecito Fire District Request to Collocate Communication Equipment on Shepard Mesa Tank**

#### **Background:**

Carpinteria Valley Water District (CVWD) Staff was approached by Montecito Fire District (MFD) and Carpinteria Summerland Fire District (CSFD) regarding the existing radio equipment collocated at the District facility—Shepard Mesa Tank. This equipment was installed in 2013 under a license agreement, as detailed in the attached staff report.

Since the installation, the Water District has collaborated with the Fire Districts to prevent interference between the District's Supervisory Control and Data Acquisition (SCADA) equipment, responsible for transmitting information from all district facilities to a computer at the District headquarters. Following the initial installation of the Fire Districts' radio and antenna, issues arose with the Water District's equipment, leading to the Fire District relocating its antenna to restore normal SCADA communications for CVWD.

The proposed new equipment is not entirely clear but seems to consist of additional radio equipment operating in the microwave frequency range of 11 to 18 GHz. This includes a repeater and a transmitter/receiver for two-way communication, along with a new drum-style microwave antenna to be located adjacent to existing antenna mounts.

#### **Analysis:**

The proposal from MFD & CSFD requests collocation of the equipment and the establishment of a new license agreement with CVWD to outline the terms of use. MFD is the project lead, and CVWD will liaise with them. If the Fire Districts proceed, MFD will need a coastal development permit from the County of Santa Barbara, requiring approval from CVWD as the site owner.

Staff considerations and recommendations:

1. **Neighborhood Outreach:** The Shepard Mesa Tank area is in proximity to a neighborhood with a history of concerns about radio equipment. A comprehensive outreach and communication plan is crucial to gain support from the neighborhood.
2. **Separate Electrical Meter Service:** Given the long-term nature of the equipment, it is prudent to establish a separate electrical meter service. This ensures that the responsibility for providing power to operate each critical facility lies with the owner of the respective equipment.
3. **Negotiation of License Agreement:** A new license agreement must be negotiated for the construction and operation of the new equipment, incorporating hold harmless and indemnity terms for the Water District.
4. **Verification of SCADA Interference:** Fire District radio engineers need to collaborate closely with CVWD SCADA integrators to verify and address any interference with CVWD SCADA radio communication.

Next Steps:

The Water District's authorization is needed to submit the Coastal Development Permit as the property owner. Prior to License Agreement approval, an outreach and communication plan should be developed to engage the neighborhood. Staff will formulate project conditions to be included in the License Agreement, requiring Board Approval once finalized.

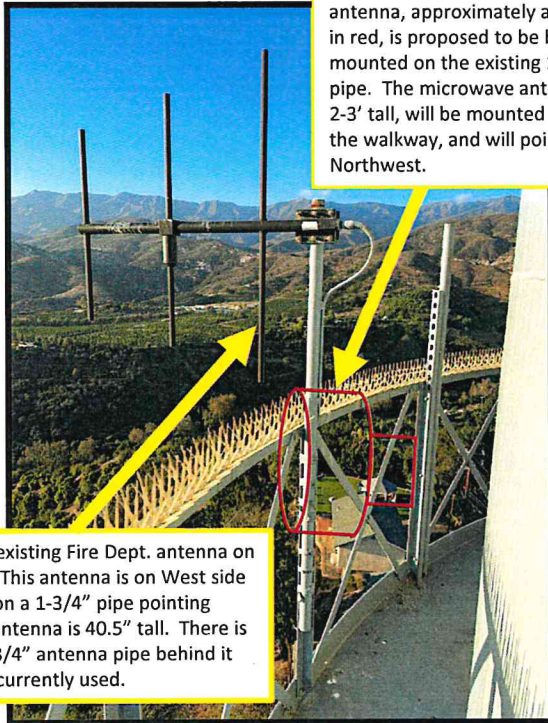
**Recommendation:**

Staff recommends that the Board approve the General Manager to authorize the Coastal Development Permit application and commence negotiations for the License Agreement with MFD & CSFD.



# “Shepard Mesa” Proposed Microwave Antenna and Pad Changes

## Proposed New Antenna

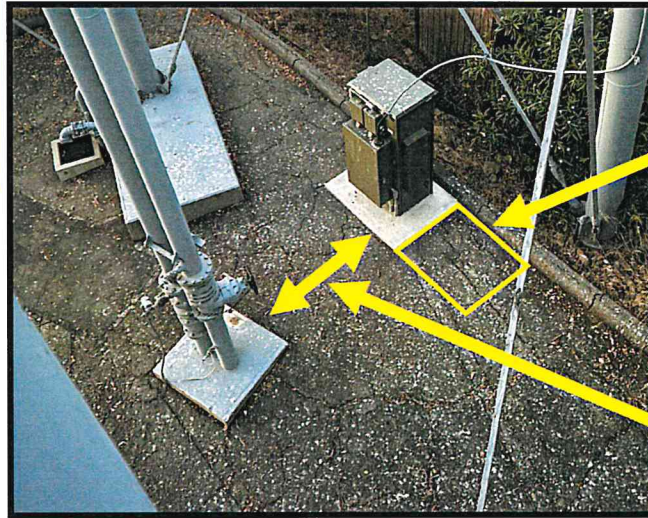


One new Fire Dept. microwave antenna, approximately as shown in red, is proposed to be mounted on the existing 1-3/4" pipe. The microwave antenna is 2-3' tall, will be mounted outside the walkway, and will point Northwest.

One of two existing Fire Dept. antenna on tank railing. This antenna is on West side of the tank on a 1-3/4" pipe pointing West. The antenna is 40.5" tall. There is a second 1-3/4" antenna pipe behind it shown, not currently used.

2023 photo from West side of tank looking North.

## Proposed New Pad For a New Second Rack



Proposed new 48" x 60", concrete pad, matching existing size and height.

New rack does not require power service.

Greater than six feet.

2023 Photo from tank ladder looking down.



Photo of typical microwave antenna proposed.





PACIFIC ARCHITECTS

117 SOUTH BLAKE  
MOUNTAIN VIEW, CA 94039  
865.5.6.1244.0

CONTECO / CARPINTERIA FIRE DISTRICT  
1894 SHEPARD MESA ROAD  
CARPINTERIA, CA

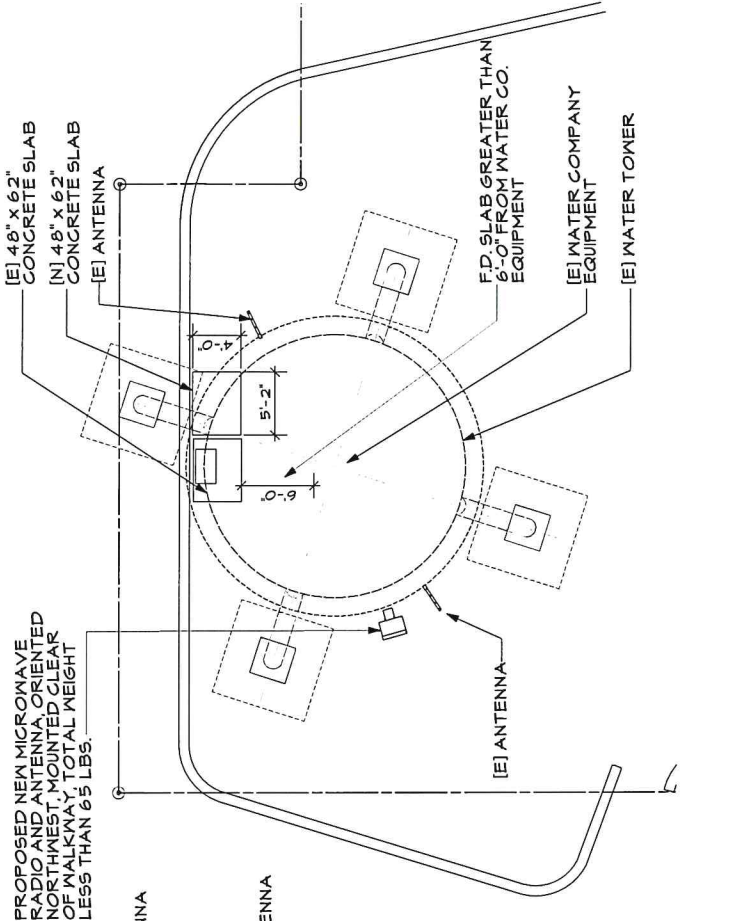


ALL WORK SHOWN ON THIS PLAN IS THE PROPERTY OF PACIFIC ARCHITECTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PACIFIC ARCHITECTS.

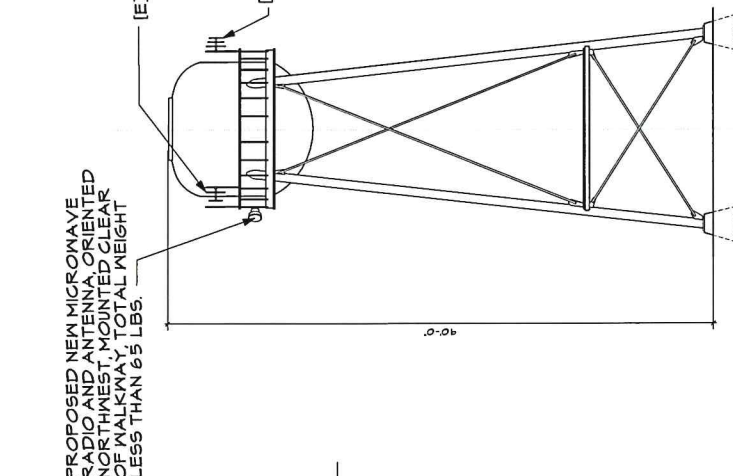
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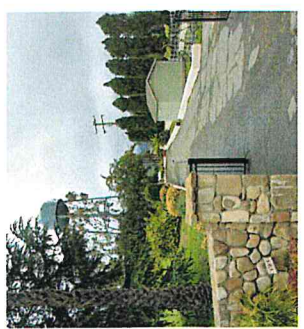
Sheet 1 of 1



PARTIAL SITE PLAN  
1/4" = 1'-0"



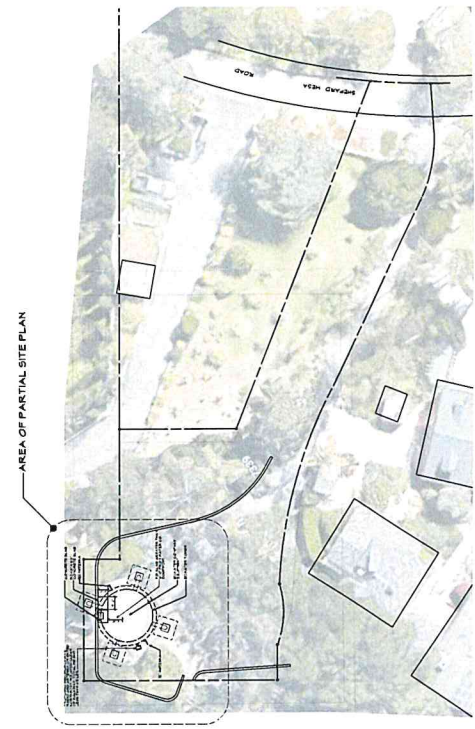
WATER TOWER ELEVATION (EXISTING)  
1/4" = 1'-0"



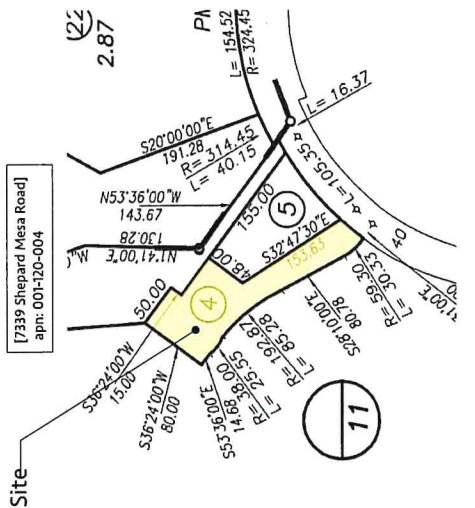
VIEW FROM SHEPARD MESA



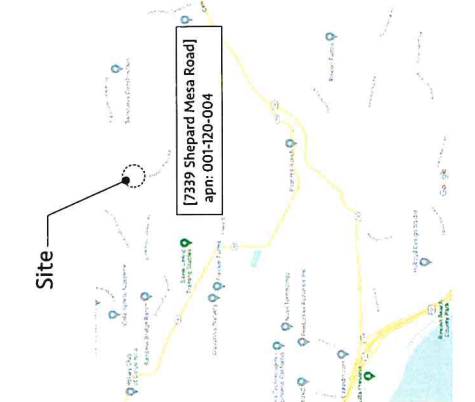
VIEW FROM SHEPARD MESA



EXISTING SITE PLAN  
1" = 20'-0"



PARCEL MAP



PARCEL MAP



## **Appendix A**

### **Shepard Mesa Site Equipment Specifications for Microwave Antenna Addition**

Equipment at the Shepard Mesa Water Tank

- (1) Equipment cabinet mounted to concrete pads
- (2) Land mobile radio repeaters (transmit and receive) operating on FCC licensed VHF frequencies.
- (1) Repeater antenna combiner, filter, and multi-coupler network.
- (1) Battery charger with 24-to-48-volt deep discharge batteries.
- (1) Uninterruptable power supply (UPS)
- (1) Cabinet cooling fans.
- (1) Microwave radio with 36-inch diameter antenna operating on FCC licensed 11 or 18 GHz frequencies, mounted outside the tank service walkway railing.

# Appendix B

## Shepard Mesa Site Location for Microwave Antenna Addition

### “Shepard Mesa” Proposed Microwave Antenna and Pad Changes



Proposed New Antenna

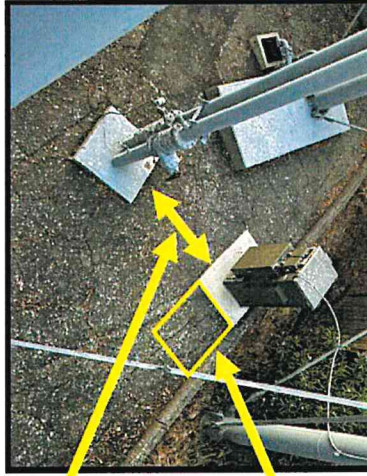


One new Fire Dept. microwave antenna, approximately as shown in red, is proposed to be mounted on the existing 1-3/4" pipe. The microwave antenna is 2-3' tall, will be mounted outside the walkway, and will point Northwest.

One of two existing Fire Dept. antenna on tank railing. This antenna is on West side of the tank on a 1-3/4" pipe pointing West. The antenna is 40.5" tall. There is a second 1-3/4" antenna pipe behind it shown, not currently used.

2023 photo from West side of tank looking North.

Proposed New Pad For a New Second Rack



Proposed new 48" x 60", concrete pad, matching existing size and height.  
New rack does not require power service.

Greater than six feet.

2023 photo from tank ladder looking down.



Photo of typical microwave antenna proposed.





August 8, 2023

Montecito Fire Protection District  
595 San Ysidro Road  
Montecito, CA 93108  
Attention: Operations Chief Travis Ederer

### Shepard Mesa Water Tower Equipment Upgrades.

Dear Chief Ederer,

5 Bar Engineering has revised our analysis of the impact the joint Montecito Fire / Carpinteria Summerland Fire Departments, proposed upgrades to their land mobile radio system will have on the Shepard Mesa water tower site per your request. The Departments proposed land mobile radio system upgrade will integrate their two Command channels<sup>1</sup> operating at the Shepards Mesa water tower and the Gibraltar Peak sites. This integration will provide enhanced communications capabilities for the public safety agencies.

The Shepard Mesa site changes include upgrading the equipment in the existing rack and adding a second rack that will house the required passive filters. The new rack will be mounted to a new concrete pad next to the existing rack. A new point-to-point microwave radio system between the two sites will be added for digital communications<sup>2</sup>.

### Risk Due to Radio Frequency Interference

There are no combinations of Carpinteria Valley Water District<sup>3</sup> and Montecito Fire / Carpinteria Summerland Fire licensed radio systems in operation or proposed to be in operation at the water tower that will result in interference between them. All of the radio channels licensed were analyzed to 32 orders of combinations, (7 orders are considered adequate) and no intermodulation products were found. The microwave channels are in separate bands and thus will not have any interaction with each other.

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<sup>1</sup> Command 11 and 12 are licensed by the FCC under WPUD994 in the VHF Public Safety band, at 50' above ground, with each having a maximum ERP of 50 dBm.

<sup>2</sup> The Microwave preliminary design includes an 11 GHz radio with a 2-3' antenna mounted at 80' AGL, with a maximum ERP of 57 dBm.

<sup>3</sup> Carpinteria Valley Water District has two FCC Registration Number's #0001528728 and #0017662271 with two licenses, KFY391 and WQIV982 using 158.9550 MHz and 956.443750 MHz.

## Utility Power Consumption Impact

The current system uses a very low amount of utility power due to its design. The current equipment has a 120 volt 60 ampere main circuit breaker. The current power consumption was measured to be 0.1 kilowatt hour. After the proposed upgrades the power consumption will go up to approximately 0.2 kilowatt hour.

## New Antenna Mounting Impact

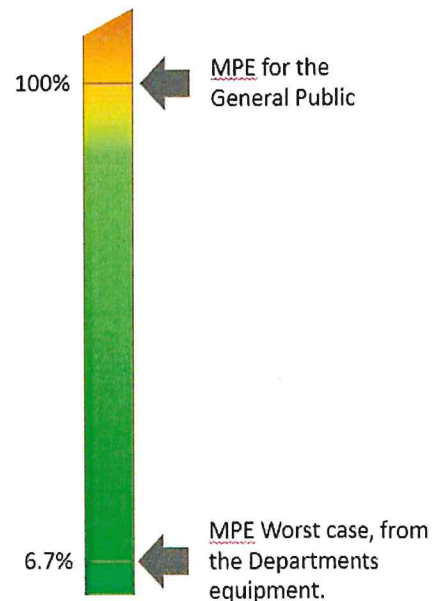
Montecito Fire / Carpinteria Summerland Fire propose to add a microwave radio with an integrated antenna on the railing of the water tank. The radio will have 2-3 feet antenna and a total weight of 65 lbs. As the tank walkway and railing is designed to support multiple roughly 200 lbs workers, it's expected that the radio will have no impact to integrity of the railing. There is an unused pipe on the West side of the tank which was proposed to be used. Given that the Water Co. has possible future uses for this pipe, a new 1-1/2" pipe will be installed to support the antenna on the outside of walkway as shown in the 'Water Tower Elevation' drawing sheet A1.0. The equipment will be connected to the ground-based equipment rack with a 1/4" cable, run next to and secured to the existing coax. This will ensure no impact to maintenance personnel on the walkway.

## RF Exposure Risk to Humans

This equipment will be supported by the existing utility power. The energy radiated from all the equipment will be less than 7% of the maximum level permissible by the FCC for the general public.

The amount of radiofrequency (RF) radiation absorbed by the body depends on many factors such as the frequency of the radiation, the distance between the source of radiation and the body, and the duration of exposure. The Federal Communications Commission (FCC) has established guidelines for safe levels of RF exposure<sup>4</sup> commonly known as OET-65. These guidelines are based on recommendations from two expert organizations, the National Council on Radiation Protection and Measurements (NCRP) and the Institute of Electrical and Electronics Engineers (IEEE).

All the antennas are or will be aimed towards the horizon or above to optimize their performance and minimize the energy that is directed towards the ground. Using the FCC's guidelines where 100% is defined the total maximum permissible energy the general



<sup>4</sup> See the FCC's Office of Engineering and Technology, OET-65 first published in 1997 and revised in 2021.

public should be exposed to, and assuming a worst case where all of the energy is directed towards the ground. The total energy at the base of the water tower is 6.7% of the total considered acceptable by the FCC.

If you have any questions, please feel free to contact me.

Regards,

A handwritten signature in black ink that reads "Keith Turcot". The signature is written in a cursive style with a prominent initial "K".

Keith Turcot  
Principle, 5 Bar Engineering LLC



Carpinteria-Summerland Fire Protection District — Carpinteria Valley Water District — Montecito Fire Protection District

Date

Name, Address

Dear Community Member,

In 2013 the Carpinteria Valley Water District partnered with your local fire departments, Carpinteria-Summerland Fire Protection District and Montecito Fire Protection District, to upgrade the existing emergency radio communications system by allowing us to install VHF radio equipment atop the Shepard Mesa water tower. Our communities have been impacted by significant emergencies since that time, and the fire departments have recognized the need to develop more robust systems that incorporates redundancy within our vital communications infrastructure.

The Carpinteria Valley Water District's Shepard Mesa water tower provides an optimal location to fill critical coverage gaps for the emergency radio system. Our proposal is to install a 36-inch microwave antenna that connects our radio system to Gibraltar Peak. The emissions generated by the equipment are less than that generated by a typical household microwave oven.

We appreciate your support and cooperation in helping our firefighters find a solution for a more reliable and sustainable emergency radio coverage for our communities. If you have questions please contact Fire Chief David Neels at [dneels@montecitofire.com](mailto:dneels@montecitofire.com) or (805)969-7762.

Thank you,

Bob McDonald, General Manager, Carpinteria Valley Water District  
Robert Kovach, Fire Chief, Carpinteria-Summerland Fire Protection District  
David Neels, Fire Chief, Montecito Fire Protection District



## LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is dated for reference March 13, 2013, and is made by and between the Carpinteria Valley Water District (“**Water District**”) and the Carpinteria-Summerland Fire Protection District (“**Fire District**”). Water District and Fire District may be referred to herein individually as “Party” and collectively as “Parties.”

### RECITALS:

- A. Water District is the owner of certain real property located at 7339 Shepard Mesa Road, Carpinteria, CA 93013, APN 001-120-004 (the “**Water District Property**”).
- B. Fire District desires to install an antenna system as more specifically depicted in Exhibit A attached hereto (“**Antenna System**”).
- C. The Antenna System will be constructed on a portion of the Water District Property as more specifically depicted on Exhibit B attached hereto.
- D. Water District wishes to grant, and Fire District wishes to receive, a revocable license to install, operate and maintain the Antenna System on the Water District Property, and the Parties wish to agree on certain other matters related to the Antenna System and the license, as set forth herein.

For valuable consideration, including the matters set forth above and the covenants and promises contained herein, the Parties agree as follows:

#### 1. Grant of License

Water District hereby grants to Fire District a revocable license (the “**License**”) to construct, maintain and operate the Antenna System, subject to the terms and conditions set forth in this Agreement. This License shall include a reasonable right of access over Water District Property for purposes of constructing, maintaining and operating the Antenna System.

#### 2. Termination of License

Either Party may terminate the License, but not the other provisions of this Agreement, upon providing 60 days prior written notice to the other Party.

#### 3. Payment for License

Except as provided in Section 4 below, the License is granted to Fire District without charge and no payment is required from Fire District to Water District for the grant of the License.

4. Reimbursement of Water District Cost

(a) Fire District agrees to reimburse Water District for all expenses incurred by Water District related to Water District's review and approval of this Agreement, including any attorney fees incurred by Water District.

(b) Fire District agrees to reimbursement Water District for any utility cost incurred by Water District associated with Fire District's operation of the Antenna System on Water District Property.

5. Antenna System

Fire District will keep the Antenna System in good operating condition, and in manner that does not interfere with Water District's operation and use of Water District Property. All cost associated with the construction, maintenance and operation of the Antenna System shall be borne by Fire District.

6. Rights Reserved by Water District

Water District retains all rights not specifically granted to Fire District by this Agreement, and may exercise all of said rights without notice.

7. Existing Rights of Others

This Agreement is subject to and subordinate to any and all existing rights of others regarding Water District Property.

8. Condition of Water District Property; No Warranty

Water District makes no warranty or representation concerning the condition of the Water District Property or its suitability for Fire District's proposed use. Fire District has investigated the Water District Property, is familiar with the condition of the Water District Property, and accepts the Water District Property in its present state and with all faults.

9. Actions upon Termination of the License

Fire District will, on termination of this Agreement, leave the Water District Property in good condition and will promptly remove the Antenna System from the Water District Property and repair any and all damage caused by such removal.

10. Indemnity

Fire District will indemnify, defend and hold harmless Water District and its officers, directors, employees and agents from and against any loss, damage, claim, cost, lien, action, suit, liability, or judgment (including, without limitation, attorneys' fees and costs) arising from, resulting from, or in any way related to use of the Water District Property by Fire District or any agent, servant, employee or invitee of Fire District, including, without limitation, any failure to

repair or maintain. Further, Fire District and Water District agree that Fire District shall serve as lead agency for purposes of compliance with the California Environmental Quality Act. In the event of any challenge or litigation associated with compliance with CEQA, Fire District agrees to indemnify, defend and hold Water District harmless with respect to such action.

11. Compliance with Laws

Fire District will, at Fire District's sole expense, comply with all local, state and federal laws and regulations now or hereafter in force regarding this Agreement, the installation of the Antenna System and any activities of Fire District on the Water District Property.

12. No Recording

Neither this Agreement nor any memorandum of it will be recorded in the Office of the County Recorder.

13. Notices

All notices and other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been given to a Party (a) when hand delivered to the Party; (b) three (3) business days after deposit in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed as set forth below; or (c) the next business day after delivery to a national overnight delivery service for next-business-day delivery guaranteed, addressed as set forth below:

If to Water District:                      General Manager  
Carpinteria Valley Water District  
1301 Santa Ynez Avenue  
Carpinteria, CA 93013

If to Fire District:                         Fire Chief  
Carpinteria/Summerland Fire Protection District  
1140 Eugenia Place, Suite A  
Carpinteria, CA 93013

Either Party may change its address for the purposes of this section by giving written notice of such change to the other Party in the manner provided in this section.

14. Miscellaneous

14.1 Recitals. The recitals set forth at the beginning of this Agreement are true and correct.

14.2 Exhibits. Every exhibit attached to and referred to in this Agreement is incorporated in this Agreement by such reference.



14.3 Titles and Headings. The titles and headings used in this Agreement are for convenience only, are not a part of this Agreement, and will have no effect upon its construction or interpretation.

14.4 No Partnership or Joint Venture. Nothing contained in this Agreement is intended to create a relationship of partnership or of joint venture or of any association between Water District and Fire District.

14.5 Successors and Assigns. This Agreement binds, and is for the benefit of, the Parties and their respective successors and permitted assigns, including successors in title. Except for successors in title, to whom assignment shall be automatic, assignment is not permitted, except with the prior written approval of the other Party.

14.6 Time. Time is of the essence in the performance of this Agreement.

14.7 Modification. Any extension, modification or amendment of this Agreement must be in writing and signed by the Parties to be affected thereby or their respective successors in interest.

14.8 Waiver. No waiver of, or failure by any Party to enforce, a provision, covenant, condition or right under this Agreement will be construed as a subsequent waiver of the same provision, covenant, condition or right, or a waiver of any other provision, covenant, condition or right. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act. The waiver of a provision, covenant, condition or right, or an extension of time, will be effective only if made in writing.

14.9 Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.

14.10 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to its subject matter. No promises, representations, warranties or covenants not included in this Agreement, either oral or written, have been or are relied upon by any Party.

14.11 Neutral Construction. In construing this Agreement, no consideration will be given to the fact or presumption that any Party had a greater or lesser hand in the drafting of this Agreement.

This Agreement is executed by the Parties on the dates shown below:

CARPINTERIA VALLEY WATER  
DISTRICT

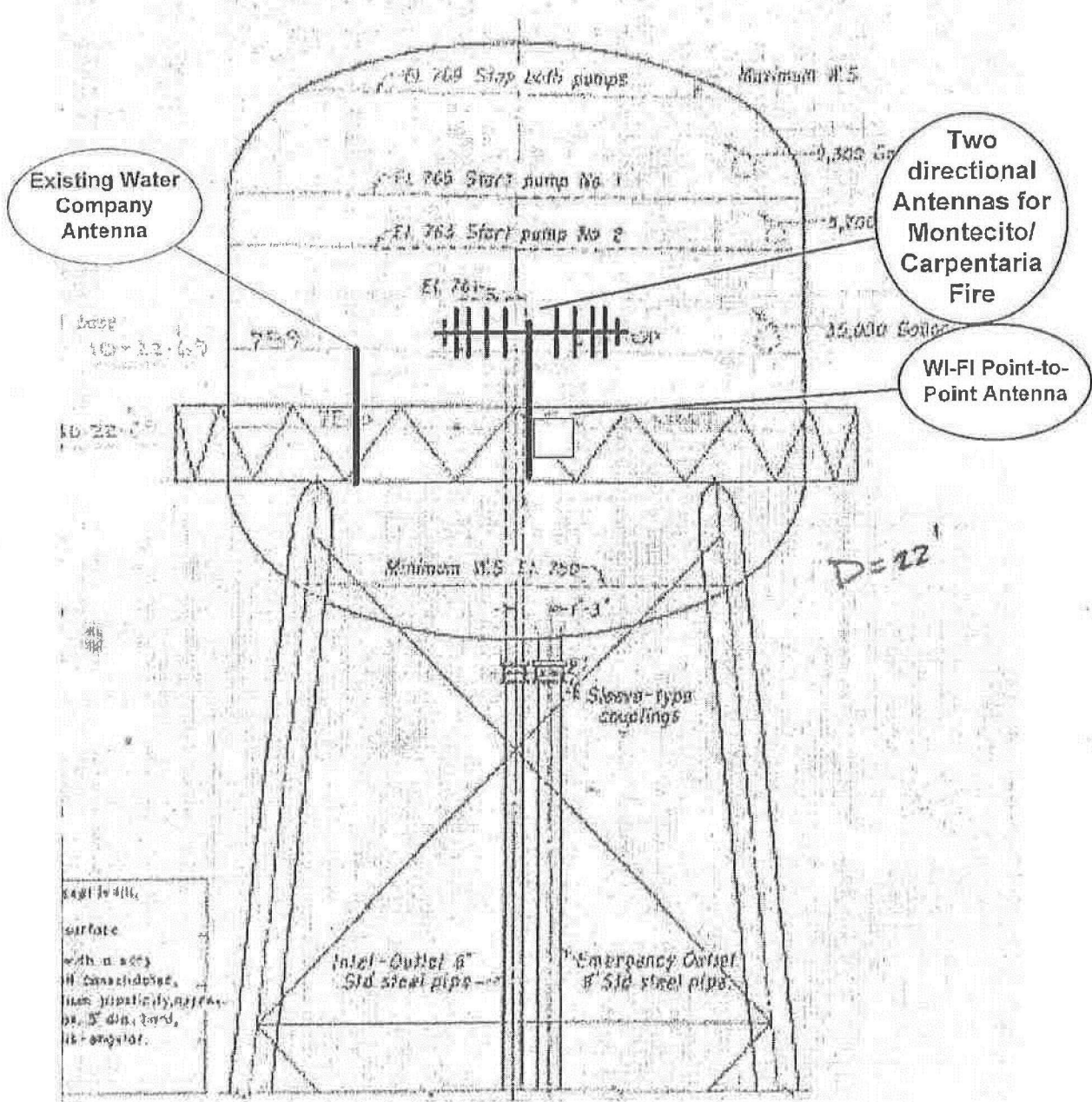
CARPINTERIA-SUMMERLAND FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Charles Hamilton, General Manager

\_\_\_\_\_  
Michael Mingee, Fire Chief

# Shepard's Mesa Water Tank

## North Side Facing Away from Homes







Shepard Mesa Figure: 02

**Montecito Fire District / Carpinteria Fire District**  
**Communications Proposal to the Carpinteria Water District**  
**Shepard Mesa Site Equipment Specifications**

1. TWO TAIT RADIO TB8100 Base Station / Repeaters:
  - 1.1. Modular based station/repeater/receivers. Part of a QS2 Simulcast System.
  - 1.2. Transmission set for 50 Watts; filtering through the duplexer and antenna will result in a loss of 3dB (25 Watts). The actual RF power delivered to the antenna array will be **25 Watts**.
  - 1.3. Radios will be housed in an all weather proof metal cabinet. The cabinet will be mounted to a new concrete pad.
  - 1.4. All equipment in the cabinet will be grounded to the cabinet and to an earth grounding system, using approved ground rods and radials.
  - 1.5. The antenna cable (see below) will be terminated in a lightning arrestor (Poly Phaser), which will also be grounded to the same system.
  - 1.6. Radios powered by 110 VAC, drawing a maximum current during transmission of 10 amps.
  - 1.7. The radios are UL approved, and use 3 wire AC connectors.

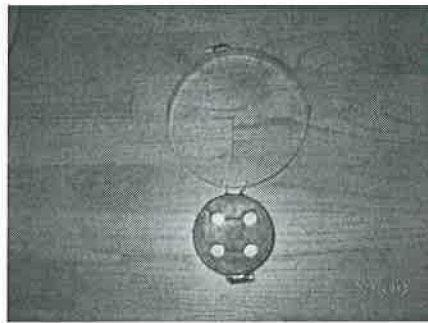
Further radio specifications can be found at the Tait website:

<http://www.taitradio.com/products-and-services/technologies-products/conventional/base-station-repeaters/tb8100/overview>.

2. ANTENNA

- 2.1. The antenna array consists of Yagi Antennas. There is one driven (positive) element of each of the antennas, and the balance of the antenna is at ground potential. It is used to shape the RF pattern towards the intended coverage areas.
- 2.2. The antenna array will be fed by ½ inch Helifax jacketed cable. This cable has an outer jacket – a solid copper shield, foam dilled, with a center conductor of copper. The cable will be grounded at the radio enclosure, and again at the antenna.

2.3. The antenna cable, along with the Ethernet cable for the Wi-Fi unit, will be mounted on to the water tank overflow pipe, with a series of insulated brackets. The brackets will be attached to the leg every 4 to 6 feet, and the cables will pass through rubber “donuts”, which are electrically isolated from the tower leg.



Antenna / Ethernet cable:

[http://www.signalcontrol.com/products/andrew/Andrew\\_LDF450A\\_Half\\_Inch\\_Coax\\_Cable.pdf](http://www.signalcontrol.com/products/andrew/Andrew_LDF450A_Half_Inch_Coax_Cable.pdf)

3. BULLET M Zero-Variable Wireless Infrastructure Deployment:

3.1. The BulletM Wireless (Wi-Fi Antenna) is a wireless radio, with an integrated Type N RF connector that can be directly plugged into an antenna, which eliminates the need to use RF cables.

3.2. The BulletM falls within regulatory FCC Wireless Approvals.

3.2.1. FCC Part 15.247, IC RS210, CE

3.2.2. Is RoHS Compliant

3.3. The power rating for the BulletM is up to 24V.

3.4. The BulletM uses Passive Power, over Ethernet

3.4.1. Pairs 4, 5+, 7, 8 return.

3.5. Maximum power consumption is 7 watts.

Further specifications for the BulletM can be found at

[http://dl.ubnt.com/datasheets/bulletm/bm\\_ds\\_web.pdf](http://dl.ubnt.com/datasheets/bulletm/bm_ds_web.pdf)



4. GROUNDING:

4.1. The entire system will be grounded. The ground system will be installed under the concrete pad housing the radio equipment. It is an "Earth-Ground System"; there is no exposure to the outside.

## Montecito Fire District / Carpinteria Fire District

### Communications Proposal to the Carpinteria Water District

#### 1. Proposal

##### 1.1. Shepard Mesa Water Tower Mount

The Montecito Fire District and Carpinteria Fire District are respectfully requesting permission to locate two fire repeaters at the Shepard Mesa Water Tower location. The Shepard Mesa location is one of three locations in the "Simulcast System" design:

- Allows maintaining operations to the service areas of Montecito, Carpinteria and Summerland; including the eastern canyons to the Ventura County Line.
- Provides strong radio coverage to both districts, with a simplistic system design.

#### 2. Implementation Plan

The system will be installed in the following fashion:

##### 2.1. Methodology

Mount two fire repeaters at the base of the Shepard Mesa Water Tower, to the south east corner, off the tower's main concrete pad.

##### 2.1.1. Radio Repeaters

The radio repeaters will be housed inside a metal "box", on top of a concrete pad. The box measures 6 feet in height, 2 feet in width, and 31 inches deep. The box will be bolted to a concrete pad, approximately 3 feet by 3 feet square, 3 inches in height.

##### 2.1.2. Antennas

Two Yagi directional antennas will be mounted to the water tower's railing on the north side of the tower. The antennas will be adjacent to the existing Water District antenna. The antennas measure 19 inches in height, and 41 inches in length. The antennas will be mounted by galvanized clamps, one will face west to cover the main service area of Montecito and Carpinteria, and the other will face east to cover the eastern canyons of Carpinteria where there is currently little to no radio coverage: Gobenador Canyon, Lillingston Canyon, Casitas Pass Rd (Hwy 150). The antennas may be painted a light grey to address aesthetic concerns.

##### 2.1.3. WiFi Directional Antenna

One WiFi Directional Antenna will be mounted to the mast of the Yagi antenna. The WiFi antenna will face west, point to point to the other two repeater sites.

##### 2.1.4. Electric cabling

With the proposed location of the Communications Hardware (radio repeaters) to the west side of the water tower, the cabling will be enclosed in coax. The coax will be clamped to the west leg, onto the tower overflow pipe. The clamps will be spaced every five to six feet.

##### 2.1.5. Power Consumption

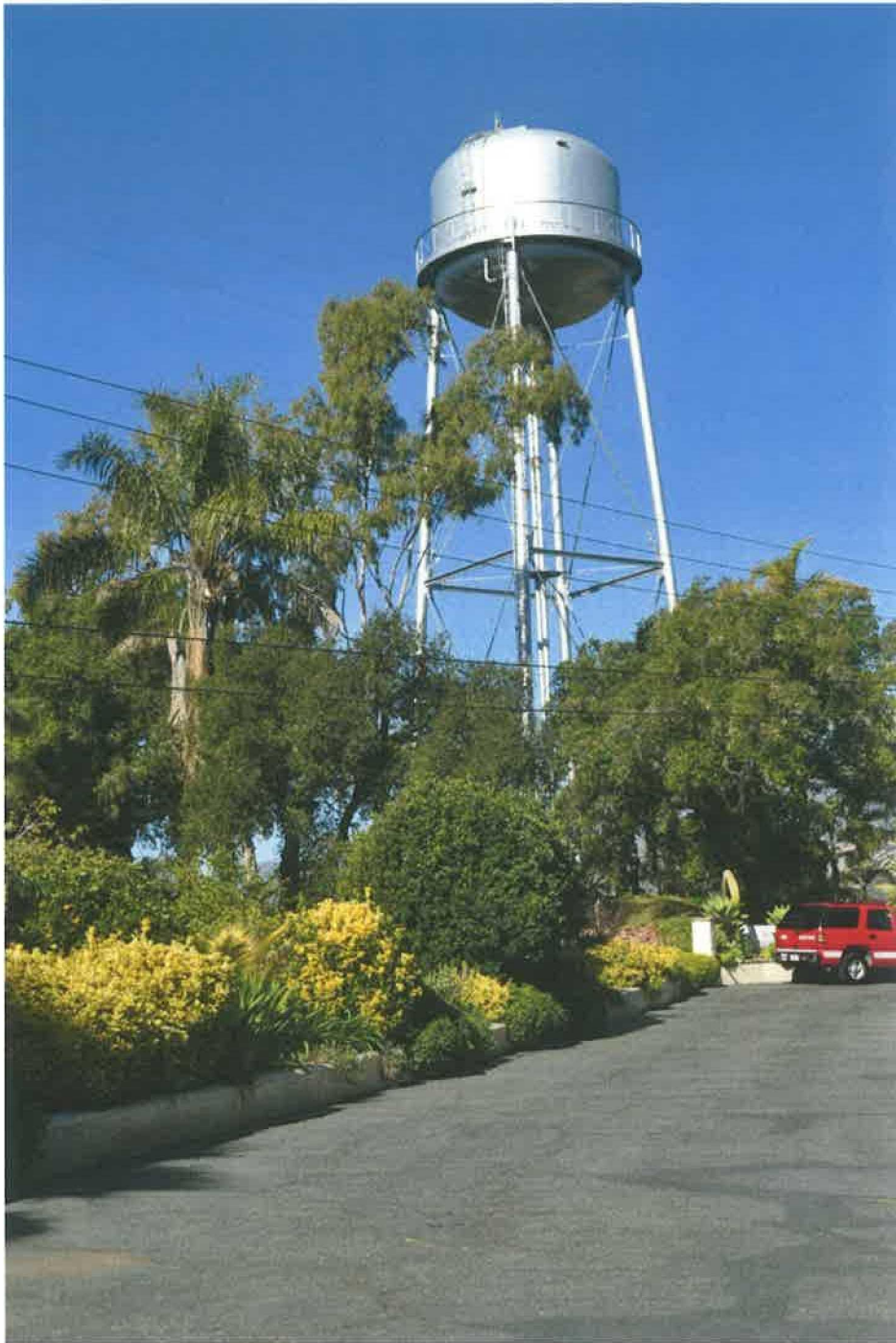
Electrical service to the Communications Hardware box will be run underground, from a separate 15 amp breaker at the electrical load center.

**3. Cost**

The Montecito Fire Protection District and Carpinteria-Summerland Fire District will assume all costs associated with the installation. Power consumption costs can be negotiated depending on actual or projected power consumption figures.

**4. Conclusion**

The Montecito Fire District and Carpinteria Fire District recognizes and appreciates the Carpinteria Water District, and the Shepard Mesa community's emergency services support. Both fire districts recognize the Water District's desire to assist in providing options for great success in Community and Firefighter safety within the two districts. Neither fire district wishes the water district to incur costs associated with the installation or occupancy of the communications system at the proposed location, and will work diligently toward minimizing any impact to the water district and the community of Shepard Mesa. Both districts appreciate your support and assistance in helping to find a solution that would allow the fire district to maintain the level of service currently provided to the communities of Montecito and Carpinteria-Summerland.



Shepard Mesa Figure: 03





**Carpinteria Valley Water District  
Shepard Mesa Tank Parcel**

*Exhibit B*

Created by CVWD Engineering



## STAFF REPORT Item VII. B.

**From: Robert McDonald, General Manager**

Prepared by: Maso Motlow, Management Analyst

### **For Consideration: Item VII. B. Consider proposed changes to default CIP value**

#### **Background**

The monthly Capital Improvement Program (CIP) charge on each customer's bill is based on their 5-year average water use. For example, with the current rates, a customer with a 5-year average water use of 4 HCF would receive a CIP charge of \$22.32 on their monthly bill.

$$4 \text{ HCF} \times \$5.58 = \$22.32$$

However, if a customer does not have eight months of water use with the District there is not sufficient water use history to calculate the CIP charge. In these cases, the customer's bill is based on the default CIP value. Currently, the default CIP value is the average water use of all accounts within each customer class for CII (Commercial, Industrial, Public Authority), and Temporary accounts. This approach results in the following default values.

- Commercial: 37 HCF
- Industrial: 42 HCF
- Public Authority: 81 HCF
- Temporary: 35 HCF

A commercial account with an average water use of 4 HCF, but fewer than eight months of water use history will receive the default value of 37 HCF. This will substantially increase the customer's monthly bill.

$$37 \text{ HCF} \times \$5.58 = \$206.46$$

#### **Proposal**

The District is proposing two adjustments to the CIP calculation.

- 1) Staff are proposing to base the default CIP on the median water use (of each account class) instead of the average. The average value is skewed high by a few CII accounts with very high water use. The median value more fairly represents typical water use within the account class and does not unnecessarily penalize low water use accounts.

Account class	Current default CIP (average)	Proposed default CIP (median)
Commercial	37 HCF	12 HCF
Industrial	42 HCF	12 HCF
Public Authority	81 HCF	12 HCF
Temporary	35 HCF	14 HCF

- 2) Temporary meters are for use during construction or similar temporary needs for water. Temporary meters are not intended for long-term use at one location. Therefore, it is not appropriate to base a temporary meter’s CIP charge on five years of water usage history. Instead, the District proposes using the median monthly water use of all temporary account history which is 14 HCF. Therefore, the CIP charge for all temporary accounts shall be 14 HCF.

Account class	Current CIP calculation	Proposed CIP calculation
Temporary	Individual meter 5-year average	Use median of all meters: 14 HCF

**Recommendation**

N/A – This is an informational item that does not require a recommendation.



Appendix E

**Amended Resolution No 1150**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CARPINTERIA VALLEY WATER DISTRICT  
ADOPTING RATES AND CHARGES FOR WATER SERVICE**

**WHEREAS**, the Board of Directors (“Board”) of the Carpinteria Valley Water District (“District”) considered its estimated necessary costs for providing water service to its customers and the revenue sources available to cover those costs at a noticed public hearing on September 13, 2023; and

**WHEREAS**, data was made available to the public by the District and presented at that public hearing indicating the estimated necessary costs for providing water service and the available revenue sources; and

**WHEREAS**, the District provided written notice as required by law of that public hearing including notice of the projected changes and increases in District rates and charges and the availability of data supporting such increase; and

**WHEREAS**, the Board thoroughly considered the testimony and evidence received from its staff and the public in both oral and written form; and

**WHEREAS**, after due deliberation and consideration of all of the record before it, the Board found it necessary and in the best interest of the District and its customers to change and increase certain rates and charges for water service; and

**WHEREAS**, the Board found and determined that the rates and charges for water service as set forth by this Resolution do not exceed the estimated necessary cost of providing service for which the rates and charges are being made-; and

**WHEREAS**, the District is proposing rates for fiscal years 2024, 2025, and 2026 through a Proposition 218 process based on the District’s 10-year financial plan; and

**WHEREAS**, if rates, in any of the three years are adjusted to be less than those adopted by this resolution, the Board will adopt said reduced rates by resolution; and

**WHEREAS**, if rates, in any of the three years are adjusted to be more than those adopted by this resolution, the Board will develop those rates through a new ~~prop 218~~notice and hearing process under Proposition 218 (Cal. const., art. XIII D, section 6.).

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** by the Board of Directors of the Carpinteria Valley Water District as follows:



## Fiscal 2024 adopted rates and charges

Rates shall be adjusted as described below; however, implementation of these changes shall not be implemented until October 6, 2023 or, if the Board so determines, at a ~~time beyond this later~~ date.

Rates and Charges for Water Service: Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

- a. Water rates. With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

<b>Water Rates (unit cost)</b>			
<i>1 unit = 100 cubic feet (HCF) or 748 gallons</i>	Base	Pressure Zone I	Pressure Zone II
	\$/HCF	\$/HCF	\$/HCF
<b>Single Family, Multi-family, Master Meter Residential, &amp; Landscape</b>			
Tier 1	\$4.48	\$4.81	\$5.14
Tier 2	\$4.66	\$4.99	\$5.32
Tier 3	\$5.50	\$5.83	\$6.16
<b>Commercial, Industrial, Public Authority, Hospitality</b>			
Base	\$4.50	\$4.83	\$5.16
Peak	\$5.44	\$5.77	\$6.10
<b>Agricultural</b>			
Uniform	\$2.13	\$2.46	\$2.79
Residential Equivalency Fee	\$22.50		
<b>Temporary</b>			
Uniform	\$4.73	\$5.06	\$5.39
<b>Fire</b>			
Uniform	\$4.50		

<sup>1</sup> Pressure Zone I = Connections served by Gobernador Reservoir

<sup>2</sup> Pressure Zone II = Connections served by Shepard Mesa Tank

- (1) For **Residential, Multi-Family, and Landscape** accounts, the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	x	\$4.48	=	\$26.88
Tier 2:	10	HCF	x	\$4.66	=	\$46.60
Tier 3:	20	HCF	x	\$5.50	=	\$110.00
TOTAL	36	HCF			=	\$183.48

- (2) For all **Master Meter** accounts, the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	<i>Maximum use</i>	<i>Actual use</i>					
Tier 1:	24	24	HCF	x	\$4.48	=	\$107.52
Tier 2:	40	36	HCF	x	\$4.66	=	\$167.76
Tier 3:		0	HCF	x	\$5.50	=	\$0.00
TOTAL		60	HCF			=	\$275.28

- (3) For all **Commercial, Hospitality, and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall receive be charged on the basis of the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	x	\$4.50	=	\$225.00
Peak	60	HCF	x	\$5.44	=	\$326.40
TOTAL	110	HCF			=	\$551.40

- (4) **Public Authority** accounts for irrigation of City parks and school fields ~~receive~~ are charged on the basis of the Agricultural uniform water rate. Other Public Authority accounts ~~receive~~ are charged on the basis of the base-peak rate.
- (5) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (6) For all **Fire** accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (7) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (8) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on “Agriculture” accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (9) Monthly Capital Improvement Program Service Charge (“CIP Charge”). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account, except Temporary accounts as outlined below. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 3 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge, except Temporary accounts as outlined below. Accounts with fewer than eight months of history will ~~receive~~ be charged on the basis of a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

<b>Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)</b>		
Rate	\$5.58	per HCF
Minimum	\$22.32	4 HCF per dwelling unit
Maximum	\$1,395.00	250 HCF per dwelling unit

- (i) The CIP Charge for all **Single Family Residential and Landscape** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive be charged on the basis of a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$5.58 = \$22.32$$

- (i) The CIP Charge for all **Multi-Family** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive be charged on the basis of a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$5.58 = \$22.32$$

- (i) The CIP Charge for all **Commercial, Industrial, and Public Authority, and Temporary** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive be charged on the basis of a default value of 12 HCF, receive the average of all accounts within the Commercial, Industrial, and Public Authority customer classes.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$5.58 = \$22.32$$

(ii) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will ~~receive~~ be charged on the basis of a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

*Minimum use*

$$20 \text{ HCF} \times \$5.58 = \$111.60$$

(iii) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.

(iv) The CIP Charge for all **Temporary accounts** shall be based on the 5-year median monthly water consumption for all temporary accounts: presently, 14 HCF.

$$\text{(iii)(v)} \quad 14 \text{ HCF} \times \$5.58 = \$78.12$$

b. Service charges. The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.

(1) Monthly Basic and State Water Project (SWP) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

Monthly Basic and State Water Project Charges			
Meter Size	Basic	SWP	Total
3/4" <del>3/4"</del>	\$9.58	\$33.82	\$43.40
1"	\$12.88	\$56.37	\$69.25
1 1/2" <del>1 1/2"</del>	\$21.14	\$112.73	\$133.87
2"	\$31.05	\$180.36	\$211.41
3"	\$62.44	\$394.53	\$456.97
4"	\$108.70	\$710.14	\$818.84
6"	\$219.40	\$1,465.37	1,684.77
Multi-family residential	\$9.58	\$15.76	\$25.34
Master meter residential	By Meter Size	\$15.76	
Hospitality	By Meter Size	\$8.59	

(i) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.

(ii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a 3/4" meter. The Basic charge for Multi-Family accounts is equal to the charge for a 3/4" meter. The Basic charge for Master Meter account varies by meter size.

(iii) **Hospitality** accounts pay a SWP charge per room — that is equivalent to roughly a quarter (25%) of the SWP charge for a 3/4" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 1/2" water meter is charged the SWP Hospitality rate for each room.

$$40 \text{ Rooms} \times \$8.59 = \$343.60$$

(2) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.



**TABLE 4**

<b>Meter Size</b>	<b>Monthly O&amp;M Charge</b>
<del>3/4</del> <sup>3/4</sup> "	\$42.32
1" <sup>1</sup>	\$70.53
1 <del>1/2</del> <sup>1 1/2</sup> "	\$141.05
2" <sup>2</sup>	\$225.68
3" <sup>3</sup>	\$493.66
4" <sup>4</sup>	\$888.58
6" <sup>6</sup>	\$1,833.58

(3) Monthly Service Charges for Fire Accounts. The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

**TABLE 5**

<b>Monthly Fire Service Charges</b>	
<b>Fireline Size</b>	<b>Charge</b>
2" <sup>2</sup>	\$12.15
3" <sup>3</sup>	\$26.48
4" <sup>4</sup>	\$51.21
6" <sup>6</sup>	\$139.97
8" <sup>8</sup>	\$293.05
10" <sup>10</sup>	\$523.32

## Fiscal 2025 proposed rates and charges

The following rates shall be adjusted as described below; however, implementation of these changes shall not be implemented until July 1, 2024 or, if the Board determines, at a ~~time later beyond this~~ date.

Rates and Charges for Water Service: Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

- a. Water rates. With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

<b>Water Rates (unit cost)</b>			
<i>1 unit = 100 cubic feet (HCF) or 748 gallons</i>	Base	Pressure Zone I	Pressure Zone II
	\$/HCF	\$/HCF	\$/HCF
<b>Single Family, Multi-family, Master Meter Residential, &amp; Landscape</b>			
Tier 1	\$4.82	\$5.18	\$5.53
Tier 2	\$5.01	\$5.37	\$5.72
Tier 3	\$5.92	\$6.28	\$6.63
<b>Commercial, Industrial, Public Authority, Hospitality</b>			
Base	\$4.84	\$5.20	\$5.55
Peak	\$5.85	\$6.21	\$6.56
<b>Agricultural</b>			
Uniform	\$2.29	\$2.65	\$3.00
Residential Equivalency Fee	\$24.19		
<b>Temporary</b>			
Uniform	\$5.09	\$5.45	\$5.80
<b>Fire</b>			
Uniform	\$4.84		

<sup>1</sup> Pressure Zone I = Connections served by Gobernador Reservoir

<sup>2</sup> Pressure Zone II = Connections served by Shepard Mesa Tank

- (1) For **Residential, Multi-Family, and Landscape** accounts, the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	x	\$4.82	=	\$28.92
Tier 2:	10	HCF	x	\$5.01	=	\$50.10
Tier 3:	20	HCF	x	\$5.92	=	\$118.40
TOTAL	36	HCF			=	\$197.42

- (2) For all **Master Meter** accounts, the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units, the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	<i>Maximum use</i>	<i>Actual use</i>					
Tier 1:	24	24	HCF	x	\$4.82	=	\$115.68
Tier 2:	40	36	HCF	x	\$5.01	=	\$180.36
Tier 3:		0	HCF	x	\$5.92	=	\$0.00
TOTAL		60	HCF			=	\$296.04

- (3) For all **Commercial, Hospitality, and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall receive be determined by the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	x	\$4.84	=	\$242.00
Peak	60	HCF	x	\$5.85	=	\$351.00
TOTAL	110	HCF			=	\$593.00

- (4) **Public Authority** accounts for irrigation of City parks and school fields ~~receive~~ are charged on the basis of the Agricultural uniform water rate. Other Public Authority accounts ~~receive~~ are charged on the basis of the base-peak rate.
- (5) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (6) For all **Fire** accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (7) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (8) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on “Agriculture” accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (9) Monthly Capital Improvement Program Service Charge (“CIP Charge”). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account, except Temporary accounts as outlined below. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 3 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge, except Temporary accounts as outlined below. Accounts with fewer than eight months of history will ~~receive~~ be charged on the basis of a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

<b>Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)</b>		
Rate	\$6.00	per HCF
Minimum	\$24.00	4 HCF per dwelling unit
Maximum	\$1,500.00	250 HCF per dwelling unit

(iv) The CIP Charge for all **Single Family Residential and Landscape** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will ~~receive~~ be charged on the basis of a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \quad \times \quad \$6.00 \quad = \quad \$24.00$$

(v) The CIP Charge for all **Multi-Family** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will ~~receive~~ be charged on the basis of a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \quad \times \quad \$6.00 \quad = \quad \$24.00$$

(vi) The CIP Charge for all **Commercial, Industrial, and Public Authority, and Temporary** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will ~~receive~~ be charged on the basis of a default value of 12 HCF. ~~receive the average of all accounts within the Commercial, Industrial, and Public Authority customer classes.~~



This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.00 = \$24.00$$

(vii) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will receive be charged on the basis of a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

*Minimum use*

$$20 \text{ HCF} \times \$6.00 = \$120.00$$

(viii) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.

(ix) The CIP Charge for all **Temporary accounts** shall be based on the 5-year median monthly water consumption for all temporary accounts: presently 14 HCF.

$$14 \text{ HCF} \times \$6.00 = \$84.00$$

b. Service charges. The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.

(10) Monthly Basic and State Water Project (SWP) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

Monthly Basic and State Water Project Charges			
Meter Size	Basic	SWP	Total
3/4"	\$10.30	\$36.36	\$46.66
1"	\$13.85	\$60.60	\$74.45
1 1/2"	\$22.73	\$121.19	\$143.92
2"	\$33.38	\$193.89	\$227.27
3"	\$67.13	\$424.12	\$491.25
4"	\$116.86	\$763.41	\$880.27
6"	\$235.86	\$1,575.28	1,811.14
Multi-family residential	\$10.30	\$16.95	\$27.25
Master meter residential	By Meter Size	\$16.95	
Hospitality	By Meter Size	\$9.24	

~~(ix)~~(x) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.

~~(ix)~~(xi) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a 3/4" meter. The Basic charge for Multi-Family accounts is equal to the charge for a 3/4" meter. The Basic charge for Master Meter account varies by meter size.

~~(ix)~~(xii) **Hospitality** accounts pay a SWP charge per room —that is equivalent to roughly a quarter (25%) of the SWP charge for a 3/4" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 1/2" water meter is charged the SWP Hospitality rate for each room.

$$40 \text{ Rooms} \times \$9.24 = \$369.60$$

(11) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

TABLE 4

<b>Meter Size</b>	<b>Monthly O&amp;M Charge</b>
3/4"	\$45.50
1"	\$75.82
1 1/2"	\$151.63
2"	\$242.61
3"	\$530.69
4"	\$955.23
6"	\$1,971.10

(12) Monthly Service Charges for Fire Accounts. The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

TABLE 5

<b>Monthly Fire Service Charges</b>	
<b>Fireline Size</b>	<b>Charge</b>
2"	\$13.07
3"	\$28.47
4"	\$55.06
6"	\$150.47
8"	\$315.03
10"	\$562.57

## Fiscal 2026 proposed rates and charges

The following rates shall be adjusted as described below; however, implementation of these changes shall not be implemented until July 1, 2025 or, if the Board determines, at a ~~time later~~ beyond this date.

Rates and Charges for Water Service: Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

- a. Water rates. With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

<b>Water Rates (unit cost)</b>			
<i>1 unit = 100 cubic feet (HCF) or 748 gallons</i>	Base	Pressure Zone I	Pressure Zone II
	\$/HCF	\$/HCF	\$/HCF
<b>Single Family, Multi-family, Master Meter Residential, &amp; Landscape</b>			
Tier 1	\$5.19	\$5.58	\$5.96
Tier 2	\$5.39	\$5.78	\$6.16
Tier 3	\$6.37	\$6.76	\$7.14
<b>Commercial, Industrial, Public Authority, Hospitality</b>			
Base	\$5.21	\$5.60	\$5.98
Peak	\$6.29	\$6.68	\$7.06
<b>Agricultural</b>			
Uniform	\$2.47	\$2.86	\$3.24
Residential Equivalency Fee	\$26.01		
<b>Temporary</b>			
Uniform	\$5.48	\$5.87	\$6.25
<b>Fire</b>			
Uniform	\$5.21		

<sup>1</sup> Pressure Zone I = Connections served by Gobernador Reservoir

<sup>2</sup> Pressure Zone II = Connections served by Shepard Mesa Tank

- (1) For **Residential, Multi-Family, and Landscape** accounts, the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	x	\$5.19	=	\$31.14
Tier 2:	10	HCF	x	\$5.39	=	\$53.90
Tier 3:	20	HCF	x	\$6.37	=	\$127.40
TOTAL	36	HCF			=	\$212.44

- (2) For all **Master Meter** accounts, the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units, the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	<i>Maximum use</i>	<i>Actual use</i>					
Tier 1:	24	24	HCF	x	\$5.19	=	\$124.56
Tier 2:	40	36	HCF	x	\$5.39	=	\$194.04
Tier 3:		0	HCF	x	\$6.37	=	\$0.00
TOTAL		60	HCF			=	\$318.60

- (3) For all **Commercial, Hospitality, and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall receive be charged on the basis of the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	x	\$5.21	=	\$260.50
Peak	60	HCF	x	\$6.29	=	\$377.40
TOTAL	110	HCF			=	\$637.90



- (4) **Public Authority** accounts for irrigation of City parks and school fields ~~receive~~ are charged the Agricultural uniform water rate. Other Public Authority accounts ~~receive~~ are charged the base-peak rate.
- (5) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (6) For all **Fire** accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (7) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (8) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on “Agriculture” accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (9) Monthly Capital Improvement Program Service Charge (“CIP Charge”). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account, except Temporary accounts as outlined below. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 3 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge, except Temporary accounts as outlined below. Accounts with fewer than eight months of history will ~~receive~~ be charged on the basis of a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

<b>Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)</b>		
Rate	\$6.45	per HCF
Minimum	\$25.80	4 HCF per dwelling unit
Maximum	\$1,612.50	250 HCF per dwelling unit

- (i) The CIP Charge for all **Single Family Residential and Landscape** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will ~~receive~~ be charged on the basis of a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \quad \times \quad \$6.45 \quad = \quad \$25.80$$

- (ii) The CIP Charge for all **Multi-Family** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will ~~receive~~ be charged on the basis of a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \quad \times \quad \$6.45 \quad = \quad \$25.80$$

- (iii) The CIP Charge for all **Commercial, Industrial, and Public Authority, and Temporary** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will ~~receive~~ charged on the basis of a default value of 12 HCF. ~~receive the average of all accounts within the Commercial, Industrial, and Public Authority customer classes.~~

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.45 = \$25.80$$

- (iv) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will receive be charged on the basis of a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

*Minimum use*

$$20 \text{ HCF} \times \$6.45 = \$129.00$$

- (v) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.

- (vi) The CIP Charge for all **Temporary accounts** shall be based on the 5-year median monthly water consumption for all temporary accounts: presently 14 HCF.

$$14 \text{ HCF} \times \$6.45 = \$90.30$$

- b. Service charges. The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.

- (10) Monthly Basic and State Water Project (SWP) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

<b>Monthly Basic and State Water Project Charges</b>			
Meter Size	Basic	SWP	Total
3/4"	\$11.08	\$39.09	\$50.17
1"	\$14.89	\$65.15	\$80.04
1 1/2"	\$24.44	\$130.28	\$154.72
2"	\$35.89	\$208.44	\$244.33
3"	\$72.17	\$455.93	\$528.10
4"	\$125.63	\$820.67	\$946.30
6"	\$253.55	\$1,693.43	1,946.98
Multi-family residential	\$11.08	\$18.23	\$29.31
Master meter residential	By Meter Size	\$18.23	
Hospitality	By Meter Size	\$9.94	

~~(vi)~~(vii) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.

~~(vii)~~(viii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a 3/4" meter. The Basic charge for Multi-Family accounts is equal to the charge for a 3/4" meter. The Basic charge for Master Meter account varies by meter size.

~~(viii)~~(ix) **Hospitality** accounts pay a SWP charge per room —that is equivalent to roughly a quarter (25%) of the SWP charge for a 3/4" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 1/2" water meter is charged the SWP Hospitality rate for each room.

$$40 \text{ Rooms} \times \$9.94 = \$397.60$$

(11) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

**TABLE 4**

<b>Meter Size</b>	<b>Monthly O&amp;M Charge</b>
3/4"	\$48.92
1"	\$81.51
1 1/2"	\$163.01
2"	\$260.81
3"	\$570.50
4"	\$1,026.88
6"	\$2,118.94

(12) Monthly Service Charges for Fire Accounts. The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

**TABLE 5**

<b>Monthly Fire Service Charges</b>	
<b>Fireline Size</b>	<b>Charge</b>
2"	\$14.06
3"	\$30.61
4"	\$59.19
6"	\$161.76
8"	\$338.66
10"	\$604.77



Payment of the Monthly Charges. Payment of the monthly Basic, SWP and CIP charges does not entitle the customer to any quantity of water. All water used by a customer will be supplied to a customer at the rate set forth in the sections above.

Appeals of Base tier and CIP calculations. In the event that a customer or account holder disagrees with the District derived values for the Base tier, Tier 1, or CIP amounts of water, said customer may petition the Assistant General Manager to solely at his or her discretion assign a different methodology for calculation of these values. Any customer appealing District derived values shall have at least 6 months of water use history, including the December through March period.

Compliance with Article XIII D of the California Constitution. The Governing Board has determined that the imposition of the District's rates and charges for water service complies with the requirements of Article XIII D, section 6 (b) of the California Constitution. Furthermore, and in accordance with the requirements of Section 6 (a) and (c), the District (i) provided 45 days prior written notice of the public hearing at which the Board considered the proposed changes and increases in the District's rates and charges for water service; (ii) considered all written protests presented to the District Board at or prior to the close of the public hearing; and (iii) following the conclusion of the public hearing, the District's General Manager counted the total number of written protest received by the District and informed the District Board that no majority protest existed.

Procedural Exemption for Water Rates and Charges: Pursuant to Section 66018 (d) of the Government Code, the rates and charges for water service as established in this Resolution are exempt from the notice and public hearing requirements of Section 66018 of the Government Code. It is further found and determined that these rates and charges are not the type of fees and charges as set forth in Section 66016 (d) of the Government Code and therefore are not subject to the procedural requirements of Section 66016 of the Government Code.

Effective Date of Resolution: This Resolution shall be in full force and effect upon adoption and shall remain in effect until changed by the District Board.

Amendment to the District's Rules and Regulations: Conflicts; Validity: The terms and provisions of this Resolution shall become a part of the District Rules and Regulations. To the extent that the terms and provisions of this Resolution are inconsistent or in conflict with the terms and provisions of any prior District ordinance, resolution, or rule and regulations, the terms of this Resolution shall prevail, and inconsistent and conflicting provisions of prior ordinances, resolutions and rules and regulations shall be suspended during the effective period of this Resolution. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clauses or phrases ~~by be~~ unconstitutional or invalid.

Exception from the Requirements of CEQA: Section 21080 (b) (8) of the Public Resources Code is contained in and is a part of the California Environmental Quality Act (CEQA). Section 21080 (b) (8) of said Act provides that CEQA does not apply to the establishment, modification, structuring, restructuring or approval of rates, tolls, fares or other charges by a public agency which are for the purpose of (1) meeting operating expense, including employee wage rates and fringe benefits, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial

reserve needs or requirements, or (4) obtaining funds for capital projects necessary to maintain service within existing service areas.

It is hereby found and determined that none of the rates and charges fixed and established by this Resolution are for any purposes other than the purposes set forth in Section 21080 (b) (8) and are therefore, pursuant to said Section, exempt from the requirements of CEQA. This Resolution constitutes the written findings of the record of the proceedings claiming the aforesaid exemption. The District Secretary is hereby authorized and directed to prepare and file a Notice of Exemption based upon Public Resources Code section 21080 (b) (8).

**PASSED AND ADOPTED** by the Governing Board of the Carpinteria Valley Water District on the ~~13<sup>th</sup>~~ 29<sup>th</sup> day of ~~September~~ November, 2023, by the following roll call vote:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Case Van Wingerden, Board President

ATTEST:

\_\_\_\_\_  
Robert Mc Donald, Secretary

Appendix E

**Resolution No 1150**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CARPINTERIA VALLEY WATER DISTRICT  
ADOPTING RATES AND CHARGES FOR WATER SERVICE**

**WHEREAS**, the Board of Directors (“Board”) of the Carpinteria Valley Water District (“District”) considered its estimated necessary costs for providing water service to its customers and the revenue sources available to cover those costs at a noticed public hearing on September 13, 2023; and

**WHEREAS**, data was made available to the public by the District and presented at that public hearing indicating the estimated necessary costs for providing water service and the available revenue sources; and

**WHEREAS**, the District provided written notice as required by law of that public hearing including notice of the projected changes and increases in District rates and charges and the availability of data supporting such increase; and

**WHEREAS**, the Board thoroughly considered the testimony and evidence received from its staff and the public in both oral and written form; and

**WHEREAS**, after due deliberation and consideration of all of the record before it, the Board found it necessary and in the best interest of the District and its customers to change and increase certain rates and charges for water service; and

**WHEREAS**, the Board found and determined that the rates and charges for water service as set forth by this Resolution do not exceed the estimated necessary cost of providing service for which the rates and charges are being made ; and

**WHEREAS**, the District is proposing rates for fiscal years 2024, 2025, and 2026 through a Proposition 218 process based on the District’s 10-year financial plan; and

**WHEREAS**, if rates, in any of the three years are adjusted to be less than those adopted by this resolution the Board will adopt said reduced rates by resolution; and

**WHEREAS**, if rates, in any of the three years are adjusted to be more than those adopted by this resolution, the Board will develop those rates through a new prop 218 process.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** by the Board of Directors of the Carpinteria Valley Water District as follows:

### Fiscal 2024 adopted rates and charges

Rates shall be adjusted as described below however implementation of these changes shall not be implemented until October 6, 2023 or if the Board determines at a time beyond this date.

Rates and Charges for Water Service: Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

- a. Water rates. With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

<b>Water Rates (unit cost)</b>			
<i>1 unit = 100 cubic feet (HCF) or 748 gallons</i>	Base \$/HCF	Pressure Zone I \$/HCF	Pressure Zone II \$/HCF
<b>Single Family, Multi-family, Master Meter Residential, &amp; Landscape</b>			
Tier 1	\$4.48	\$4.81	\$5.14
Tier 2	\$4.66	\$4.99	\$5.32
Tier 3	\$5.50	\$5.83	\$6.16
<b>Commercial, Industrial, Public Authority, Hospitality</b>			
Base	\$4.50	\$4.83	\$5.16
Peak	\$5.44	\$5.77	\$6.10
<b>Agricultural</b>			
Uniform	\$2.13	\$2.46	\$2.79
Residential Equivalency Fee	\$22.50		
<b>Temporary</b>			
Uniform	\$4.73	\$5.06	\$5.39
<b>Fire</b>			
Uniform	\$4.50		

<sup>1</sup> Pressure Zone I = Connections served by Gobernador Reservoir

<sup>2</sup> Pressure Zone II = Connections served by Shepard Mesa Tank

- (1) For **Residential, Multi-Family, and Landscape** accounts the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

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For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	x	\$4.48	=	\$26.88
Tier 2:	10	HCF	x	\$4.66	=	\$46.60
Tier 3:	20	HCF	x	\$5.50	=	\$110.00
TOTAL	36	HCF			=	\$183.48

- (2) For all **Master Meter** accounts the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	<i>Maximum use</i>	<i>Actual use</i>					
Tier 1:	24	24	HCF	x	\$4.48	=	\$107.52
Tier 2:	40	36	HCF	x	\$4.66	=	\$167.76
Tier 3:		0	HCF	x	\$5.50	=	\$0.00
TOTAL		60	HCF			=	\$275.28

- (3) For all **Commercial, Hospitality, and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall receive the average of all qualifying accounts.
- (4) For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	x	\$4.50	=	\$225.00
Peak	60	HCF	x	\$5.44	=	\$326.40
TOTAL	110	HCF			=	\$551.40



- (5) **Public Authority** accounts for irrigation of City parks and school fields receive the Agricultural uniform water rater. Other Public Authority accounts receive the base-peak rate.
- (6) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (7) For all **Fire** accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (8) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (9) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on “Agriculture” accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (10) Monthly Capital Improvement Program Service Charge (“CIP Charge”). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 3 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge. Accounts with fewer than eight months of history will receive a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

<b>Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)</b>		
Rate	\$5.58	per HCF
Minimum	\$22.32	4 HCF per dwelling unit
Maximum	\$1,395.00	250 HCF per dwelling unit

- (i) The CIP Charge for all **Single Family Residential and Landscape** accounts shall be based on the 5-year average monthly water

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consumption for each individual account. Accounts with fewer than eight months of consumption history will receive a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \quad \times \quad \$5.58 \quad = \quad \$22.32$$

- (i) The CIP Charge for all **Multi-Family** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \quad \times \quad \$5.58 \quad = \quad \$22.32$$

- (i) The CIP Charge for all **Commercial, Industrial, and Public Authority, and Temporary** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive the average of all accounts within the Commercial, Industrial, and Public Authority customer classes.

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This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$5.58 = \$22.32$$

- (ii) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will receive a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

*Minimum use*

$$20 \text{ HCF} \times \$5.58 = \$111.60$$

- (iii) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.

- b. Service charges. The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.

- (1) Monthly Basic and State Water Project (SW) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

Monthly Basic and State Water Project Charges			
Meter Size	Basic	SWP	Total
3/4"	\$9.58	\$33.82	\$43.40
1"	\$12.88	\$56.37	\$69.25
1 1/2"	\$21.14	\$112.73	\$133.87
2"	\$31.05	\$180.36	\$211.41
3"	\$62.44	\$394.53	\$456.97
4"	\$108.70	\$710.14	\$818.84
6"	\$219.40	\$1,465.37	1,684.77
Multi-family residential	\$9.58	\$15.76	\$25.34
Master meter residential	By Meter Size	\$15.76	
Hospitality	By Meter Size	\$8.59	

(i) ) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.

(ii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a 3/4" meter. The Basic charge for Multi-Family accounts is equal to the charge for a 3/4" meter. The Basic charge for Master Meter account varies by meter size.

(iii) **Hospitality** accounts pay a SWP charge per room - that is equivalent to roughly a quarter (25%) of the SWP charge for a 3/4" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 1/2" water meter is charged the SWP Hospitality rate for each room.

$$40 \text{ Rooms} \times \$8.59 = \$343.60$$

(2) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

*CVWD Rules and Regulations*[TOC](#)**TABLE 4**

<b>Meter Size</b>	<b>Monthly O&amp;M Charge</b>
3/4"	\$42.32
1"	\$70.53
1 1/2"	\$141.05
2"	\$225.68
3"	\$493.66
4"	\$888.58
6"	\$1,833.58

- (3) Monthly Service Charges for Fire Accounts. The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

**TABLE 5**

<b>Monthly Fire Service Charges</b>	
<b>Fireline Size</b>	<b>Charge</b>
2"	\$12.15
3"	\$26.48
4"	\$51.21
6"	\$139.97
8"	\$293.05
10"	\$523.32



### Fiscal 2025 proposed rates and charges

The following rates shall be adjusted as described below however implementation of these changes shall not be implemented until July 1, 2024 or if the Board determines at a time beyond this date.

Rates and Charges for Water Service: Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

- c. Water rates. With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

**TABLE 1**

<b>Water Rates (unit cost)</b>			
<i>1 unit = 100 cubic feet (HCF) or 748 gallons</i>	Base	Pressure Zone I	Pressure Zone II
	<i>\$/HCF</i>	<i>\$/HCF</i>	<i>\$/HCF</i>
<b>Single Family, Multi-family, Master Meter Residential, &amp; Landscape</b>			
Tier 1	\$4.82	\$5.18	\$5.53
Tier 2	\$5.01	\$5.37	\$5.72
Tier 3	\$5.92	\$6.28	\$6.63
<b>Commercial, Industrial, Public Authority, Hospitality</b>			
Base	\$4.84	\$5.20	\$5.55
Peak	\$5.85	\$6.21	\$6.56
<b>Agricultural</b>			
Uniform	\$2.29	\$2.65	\$3.00
Residential Equivalency Fee	\$24.19		
<b>Temporary</b>			
Uniform	\$5.09	\$5.45	\$5.80
<b>Fire</b>			
Uniform	\$4.84		

<sup>1</sup> Pressure Zone I = Connections served by Gobernador Reservoir

<sup>2</sup> Pressure Zone II = Connections served by Shepard Mesa Tank

- (4) For **Residential, Multi-Family, and Landscape** accounts the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2

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limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	x	\$4.82	=	\$28.92
Tier 2:	10	HCF	x	\$5.01	=	\$50.10
Tier 3:	20	HCF	x	\$5.92	=	\$118.40
TOTAL	36	HCF			=	\$197.42

- (5) For all **Master Meter** accounts the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	<i>Maximum use</i>	<i>Actual use</i>					
Tier 1:	24	24	HCF	x	\$4.82	=	\$115.68
Tier 2:	40	36	HCF	x	\$5.01	=	\$180.36
Tier 3:		0	HCF	x	\$5.92	=	\$0.00
TOTAL		60	HCF			=	\$296.04

- (6) For all **Commercial, Hospitality, and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall receive the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

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Base	50	HCF	x	\$4.84	=	\$242.00
Peak	60	HCF	x	\$5.85	=	\$351.00
TOTAL	110	HCF			=	\$593.00

- (7) **Public Authority** accounts for irrigation of City parks and school fields receive the Agricultural uniform water rater. Other Public Authority accounts receive the base-peak rate.
- (8) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (9) For all **Fire** accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (10) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (11) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on “Agriculture” accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (12) Monthly Capital Improvement Program Service Charge (“CIP Charge”). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 3 and the procedures set out in the following subsections.
- Each individual account must have a minimum of eight months of water use history for the CIP charge. Accounts with fewer than eight months of history will receive a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

<b>Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)</b>		
Rate	\$6.00	per HCF
Minimum	\$24.00	4 HCF per dwelling unit
Maximum	\$1,500.00	250 HCF per dwelling unit

(iv) The CIP Charge for all **Single Family Residential and Landscape** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.00 = \$24.00$$

(v) The CIP Charge for all **Multi-Family** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.00 = \$24.00$$

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(vi) The CIP Charge for all **Commercial, Industrial, Public Authority, and Temporary** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive the average of all accounts within the Commercial, Industrial, and Public Authority customer classes.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.00 = \$24.00$$

(vii) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will receive a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

*Minimum use*

$$20 \text{ HCF} \times \$6.00 = \$120.00$$

(viii) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.

- d. Service charges. The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.

- (13) Monthly Basic and State Water Project (SW) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

<b>Monthly Basic and State Water Project Charges</b>			
Meter Size	Basic	SWP	Total
3/4"	\$10.30	\$36.36	\$46.66
1"	\$13.85	\$60.60	\$74.45
1 1/2"	\$22.73	\$121.19	\$143.92
2"	\$33.38	\$193.89	\$227.27
3"	\$67.13	\$424.12	\$491.25
4"	\$116.86	\$763.41	\$880.27
6"	\$235.86	\$1,575.28	1,811.14
Multi-family residential	\$10.30	\$16.95	\$27.25
Master meter residential	By Meter Size	\$16.95	
Hospitality	By Meter Size	\$9.24	

(ix) ) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.

(x) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a 3/4" meter. The Basic charge for Multi-Family accounts is equal to the charge for a 3/4" meter. The Basic charge for Master Meter account varies by meter size.

(xi) **Hospitality** accounts pay a SWP charge per room - that is equivalent to roughly a quarter (25%) of the SWP charge for a 3/4" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 1/2" water meter is charged the SWP Hospitality rate for each room.

$$40 \text{ Rooms} \times \$9.24 = \$369.60$$

- (14) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and



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maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

**TABLE 4**

<b>Meter Size</b>	<b>Monthly O&amp;M Charge</b>
3/4"	\$45.50
1"	\$75.82
1 1/2"	\$151.63
2"	\$242.61
3"	\$530.69
4"	\$955.23
6"	\$1,971.10

- (15) Monthly Service Charges for Fire Accounts. The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

**TABLE 5**

<b>Monthly Fire Service Charges</b>	
<b>Fireline Size</b>	<b>Charge</b>
2"	\$13.07
3"	\$28.47
4"	\$55.06
6"	\$150.47
8"	\$315.03
10"	\$562.57

### Fiscal 2026 proposed rates and charges

The following rates shall be adjusted as described below however implementation of these changes shall not be implemented until July 1, 2025 or if the Board determines at a time beyond this date.

Rates and Charges for Water Service: Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

- e. Water rates. With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

<b>Water Rates (unit cost)</b>			
<i>1 unit = 100 cubic feet (HCF) or 748 gallons</i>	Base	Pressure Zone I	Pressure Zone II
	\$/HCF	\$/HCF	\$/HCF
<b>Single Family, Multi-family, Master Meter Residential, &amp; Landscape</b>			
Tier 1	\$5.19	\$5.58	\$5.96
Tier 2	\$5.39	\$5.78	\$6.16
Tier 3	\$6.37	\$6.76	\$7.14
<b>Commercial, Industrial, Public Authority, Hospitality</b>			
Base	\$5.21	\$5.60	\$5.98
Peak	\$6.29	\$6.68	\$7.06
<b>Agricultural</b>			
Uniform	\$2.47	\$2.86	\$3.24
Residential Equivalency Fee	\$26.01		
<b>Temporary</b>			
Uniform	\$5.48	\$5.87	\$6.25
<b>Fire</b>			
Uniform	\$5.21		

<sup>1</sup> Pressure Zone I = Connections served by Gobernador Reservoir

<sup>2</sup> Pressure Zone II = Connections served by Shepard Mesa Tank

- (16) For **Residential, Multi-Family, and Landscape** accounts the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2

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limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	x	\$5.19	=	\$31.14
Tier 2:	10	HCF	x	\$5.39	=	\$53.90
Tier 3:	20	HCF	x	\$6.37	=	\$127.40
TOTAL	36	HCF			=	\$212.44

- (17) For all **Master Meter** accounts the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	<i>Maximum use</i>	<i>Actual use</i>					
Tier 1:	24	24	HCF	x	\$5.19	=	\$124.56
Tier 2:	40	36	HCF	x	\$5.39	=	\$194.04
Tier 3:		0	HCF	x	\$6.37	=	\$0.00
TOTAL		60	HCF			=	\$318.60

- (18) For all **Commercial, Hospitality, and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall receive the average of all qualifying accounts.

- (19) For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

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Base	50	HCF	x	\$5.21	=	\$260.50
Peak	60	HCF	x	\$6.29	=	\$377.40
TOTAL	110	HCF			=	\$637.90

- (20) **Public Authority** accounts for irrigation of City parks and school fields receive the Agricultural uniform water rater. Other Public Authority accounts receive the base-peak rate.
- (21) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (22) For all **Fire** accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (23) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (24) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on “Agriculture” accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (25) Monthly Capital Improvement Program Service Charge (“CIP Charge”). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 3 and the procedures set out in the following subsections.
- Each individual account must have a minimum of eight months of water use history for the CIP charge. Accounts with fewer than eight months of history will receive a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

<b>Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)</b>		
Rate	\$6.45	per HCF
Minimum	\$25.80	4 HCF per dwelling unit
Maximum	\$1,612.50	250 HCF per dwelling unit

(xii) The CIP Charge for all **Single Family Residential and Landscape** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.45 = \$25.80$$

(xiii) The CIP Charge for all **Multi-Family** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.45 = \$25.80$$

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(xiv) The CIP Charge for all **Commercial, Industrial, Public Authority, and Temporary** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will receive the average of all accounts within the Commercial, Industrial, and Public Authority customer classes.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$6.45 = \$25.80$$

(xv) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will receive a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

*Minimum use*

$$20 \text{ HCF} \times \$6.45 = \$129.00$$

(xvi) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.

- f. Service charges. The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.



- (26) Monthly Basic and State Water Project (SW) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

<b>Monthly Basic and State Water Project Charges</b>			
Meter Size	Basic	SWP	Total
3/4"	\$11.08	\$39.09	\$50.17
1"	\$14.89	\$65.15	\$80.04
1 1/2"	\$24.44	\$130.28	\$154.72
2"	\$35.89	\$208.44	\$244.33
3"	\$72.17	\$455.93	\$528.10
4"	\$125.63	\$820.67	\$946.30
6"	\$253.55	\$1,693.43	1,946.98
Multi-family residential	\$11.08	\$18.23	\$29.31
Master meter residential	By Meter Size	\$18.23	
Hospitality	By Meter Size	\$9.94	

(xvii) he Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.

(xviii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a 3/4" meter. The Basic charge for Multi-Family accounts is equal to the charge for a 3/4" meter. The Basic charge for Master Meter account varies by meter size.

(xix) **Hospitality** accounts pay a SWP charge per room - that is equivalent to roughly a quarter (25%) of the SWP charge for a 3/4" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 1/2" water meter is charged the SWP Hospitality rate for each room.

$$40 \text{ Rooms} \times \$9.94 = \$397.60$$

- (27) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and

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maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

**TABLE 4**

<b>Meter Size</b>	<b>Monthly O&amp;M Charge</b>
3/4"	\$48.92
1"	\$81.51
1 1/2"	\$163.01
2"	\$260.81
3"	\$570.50
4"	\$1,026.88
6"	\$2,118.94

- (28) Monthly Service Charges for Fire Accounts. The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

**TABLE 5**

<b>Monthly Fire Service Charges</b>	
<b>Fireline Size</b>	<b>Charge</b>
2"	\$14.06
3"	\$30.61
4"	\$59.19
6"	\$161.76
8"	\$338.66
10"	\$604.77

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Payment of the Monthly Charges. Payment of the monthly Basic, SWP and CIP charges does not entitle the customer to any quantity of water. All water used by a customer will be supplied to a customer at the rate set forth in the sections above.

Appeals of Base tier and CIP calculations. In the event that a customer or account holder disagrees with the District derived values for the Base tier, Tier 1, or CIP amounts of water, said customer may petition the Assistant General Manager to solely at his discretion assign a different methodology for calculation of these values. Any customer appealing District derived values shall have at least 6 months of water use history, including the December through March period.

Compliance with Article XIII D of the California Constitution. The Governing Board has determined that the imposition of the District's rates and charges for water service complies with the requirements of Article XIII D section 6 (b) of the California Constitution. Furthermore, and in accordance with the requirements of Section 6 (a) and the District (i) provided 45 days prior written notice of the public hearing at which the Board considered the proposed changes and increases in the District's rates and charges for water service; (ii) considered all written protests presented to the District Board at or prior to the close of the public hearing; and (iii) following the conclusion of the public hearing, the District's General Manager counted the total number of written protest received by the District and informed the District Board that no majority protest existed.

Procedural Exemption for Water Rates and Charges: Pursuant to Section 66018 (d) of the Government Code, the rates and charges for water service as established in this Resolution are exempt from the notice and public hearing requirements of Section 66018 of the Government Code. It is further found and determined that these rates and charges are not the type of fees and charges as set forth in Section 66016 (d) of the Government Code and therefore are not subject to the procedural requirements of Section 66016 of the Government Code.

Effective Date of Resolution: This Resolution shall be in full force and effect upon adoption and shall remain in effect until changed by the District Board.

Amendment to the District's Rules and Regulations: Conflicts; Validity: The terms and provisions of this Resolution shall become a part of the District Rules and Regulations. To the extent that the terms and provisions of this Resolution are inconsistent or in conflict with the terms and provisions of any prior District ordinance, resolution, or rule and regulations, the terms of this Resolution shall prevail, and inconsistent and conflicting provisions of prior ordinances, resolutions and rules and regulations shall be suspended during the effective period of this Resolution. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clauses or phrases by unconstitutional or invalid.

Exception from the Requirements of CEQA: Section 21080 (b) (8) of the Public Resources Code is contained in and is a part of the California Environmental Quality Act (CEQA). Section 21080 (b) (8) of said Act provides that CEQA does not apply to the establishment, modification, structuring, restructuring or approval of rates, tolls, fares or other charges by a public agency

CVWD Rules and Regulations

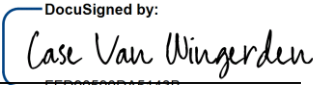
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which are for the purpose of (1) meeting operating expense, including employee wage rates and fringe benefits, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs or requirements, or (4) obtaining funds for capital projects necessary to maintain service within existing service areas.

It is hereby found and determined that none of the rates and charges fixed and established by this Resolution are for any purposes other than the purposes set forth in Section 21080 (b) (8) and are therefore, pursuant to said Section, exempt from the requirements of CEQA. This Resolution constitutes the written findings of the record of the proceedings claiming the aforesaid exemption. The District Secretary is hereby authorized and directed to prepare and file a Notice of Exemption based upon Public Resources Code section 21080 (b) (8).

**PASSED AND ADOPTED** by the Governing Board of the Carpinteria Valley Water District on the 13<sup>th</sup> day of September, 2023, by the following roll call vote:

- AYES: Holcombe, Johnson, Balch, Roberts and Van Wingerden
- NAYES:
- ABSENT:
- ABSTAIN:

APPROVED: DocuSigned by:  
  
FFD90590DA5143B...  
 Case Van Wingerden, Board President

ATTEST: DocuSigned by:  
  
83E955653F65424...  
 Robert Mc Donald, Secretary

Memo

To: Board of Directors  
From: Norma C. Rosales, Assistant General Manager  
cc: Bob McDonald, General Manager  
Date: November 16<sup>th</sup>, 2023  
Re: Updated Rules and Regulations

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Staff have proposed revisions to the following Rules:

<b>RULE</b>	<b>PAGE</b>	<b>DESCRIPTION</b>
Appendix B	55	Updated the tables in Appendix B with the proposed Capital Cost Recovery Fee (CCRF) charges for water and fire meters.
Appendix D/ Resolution 1152	59-67	Updated text of the CCRF resolution to reflect the revised methodology proposed to the Board. Updated the CCRF tables and examples within the resolution to match the proposed CCRF charges.
Appendix E/ Resolution 1150	68-91	Reduced default CIP value for CII customer classes. Modified CIP calculation and default CIP value for Temporary customer class.

Memo

To: Board of Directors  
 From: Norma C. Rosales, Assistant General Manager  
 cc: Bob McDonald, General Manager  
 Date: November 15<sup>th</sup>, 2023  
 Re: Rates and Charges Amended Resolution

---

Staff are proposing two revisions to the rates and charges resolutions as described below.

- 1) The Capital Improvement Program (CIP) Charge is based on the 5-year average monthly water consumption for each individual account. Each individual account must have a minimum of eight months of water use history for the CIP charge. Accounts with fewer than eight months of history will receive a default consumption value, instead of the individualized 5-year average. The below shows the current and proposed default consumption value for each account class. These values only apply to accounts with fewer than eight months of water use history.

<b>Account class</b>	<b>Current default CIP</b>	<b>Proposed default CIP</b>
Single Family Residential	12 HCF	<i>No change</i>
Landscape	12 HCF	<i>No change</i>
Multi-family	6 HCF	<i>No change</i>
<b>Commercial</b>	<b>Account class 5-year average: 37 HCF</b>	<b>12 HCF</b>
<b>Industrial</b>	<b>Account class 5-year average: 42 HCF</b>	<b>12 HCF</b>
<b>Public Authority</b>	<b>Account class 5-year average: 81 HCF</b>	<b>12 HCF</b>
<b>Temporary</b>	<b>Account class 5-year average: 35 HCF</b>	<b>14 HCF</b>
Master Meter	12 HCF	<i>No change</i>
Hospitality	12 HCF	<i>No change</i>
Agricultural	<i>Does not apply</i>	<i>Does not apply</i>
Fire	<i>Does not apply</i>	<i>Does not apply</i>

- 2) Temporary meters are for use during construction or similar temporary needs for water. Temporary meters are not intended for long-term use at one location. Therefore, it is not appropriate to base a temporary meter’s CIP charge on five years of water usage history. Instead, the District proposes using the median monthly water use of all temporary account history which is 14 HCF.

<b>Account class</b>	<b>Current CIP calculation</b>	<b>Proposed CIP calculation</b>
Temporary	Individual meter 5-year average	Use median of all meters: 14 HCF



Appendix B  
Capital Cost Recovery Fees

Effective    December 6<sup>th</sup>, 2023

**WATER SERVICE**  
**CAPITAL COST RECOVERY FEES**

<u>Per-dwelling unit</u>	Meter Size				
	3/4 inch	1 inch	1 1/2 inch	2 inch	3 inch
<u>\$10,965</u>	<u>\$16,448</u>	<u>\$27,414</u>	<u>\$54,827</u>	<u>\$87,723</u>	<u>\$197,378</u>

**FIRE SERVICE**  
**CAPITAL COST RECOVERY FEES**

Meter Size					
2 inch	3 inch	4 inch	6 inch	8 inch	10 inch
<u>\$10,965</u>	<u>\$24,672</u>	<u>\$43,862</u>	<u>\$98,689</u>	<u>\$175,447</u>	<u>\$274,136</u>

Appendix D

**RESOLUTION NUMBER-[1152](#)**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
CARPINTERIA VALLEY WATER DISTRICT ADOPTING  
AND ESTABLISHING A METHODOLOGY  
FOR CALCULATION OF THE CAPITAL COST RECOVERY FEE**

WHEREAS, District Ordinance No. 92-1 establishes and requires payment of the Capital Cost Recovery Fee for all new and expanded service connections to the District's system; and

WHEREAS, the purpose of this fee is to reimburse the District for capital cost for facilities in existence at the time the charge is imposed and to finance facilities to be constructed in the future within the District's existing service area which are of proportional benefit to the persons or property being charged; and

WHEREAS, Ordinance No. 92-1 provides that the amount or rate of such Capital Cost Recovery Fee shall be set by the Board by resolution; and

WHEREAS, the District is following the American Water Works Association (AWWA) M1 manual and industry best practices for determining System Development Charges which include Capital Cost Recovery Fees (CCRF). Documentation of the CCRF methodology is contained in "Methods for calculating asset-based CCRF" document dated November 8<sup>th</sup>, 2023.

WHEREAS, the Board finds that the Capital Cost Recovery Fee shall be used to reimburse the District for construction of the public facilities and improvements as well as the principal and interest debt service cost borne by the District to pay for the District's share of the construction of the Coastal branch of the State Water Project; and

WHEREAS, the fees expected to be generated by the Capital Cost Recovery Fee will not exceed the cost of providing such facilities, which include the District's past cost to purchase and construct facilities, and do not exceed the proportional benefit derived by the persons or property upon which the Capital Cost Recovery Fee is imposed; and

WHEREAS, the Board approves the CCRF methodology and finds the fees reasonable.

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

1. The following components shall be included in the calculation of the Annual Capital Cost Recovery Fee schedule:

a. **Total system value** based on value of the District’s physical assets, the District’s cash reserves, and the District’s intangible asset payments to-date.

(i) The District implements the AWWA’s replacement cost new less depreciation (RCNLD) method to determine asset value. This method first calculates the replacement cost for all District assets then, sums all replacement costs to determine the total system asset value.

$$\text{Asset value} = (\text{original cost} \times \text{escalation factor}) \times \% \text{ depreciated}$$

(1) Original cost: The original cost and depreciated cost for each asset comes from the Incode Asset Listing Report.

(2) Escalation factor: The escalation factor adjust the original cost to today’s dollars. The District uses the Engineering New-Record City Cost Index (ENR-CCI) for Los Angeles. The escalation factor is expressed as a ratio of the ENR-CII for the current year over the ENR-CII for the construction year.

(3) % depreciated: The % depreciated indicates the portion of the asset’s useful life that is depreciated. The Incode Asset Listing Report includes the original cost and the depreciated cost of each asset. The depreciated cost over the original cost is the % to which the asset is depreciated.

(ii) The District’s cash reserves are listed on the District’s audited financial statements.

(iii) Intangible assets payments represent payments not linked directly to infrastructure purchased by the District. The District’s intangible assets generally fall into four categories: capacity rights for Cater Water Treatment Plant, capacity rights for Sandyland well, payments to the Bureau of Reclamation, payments to Cachuma Operation and Maintenance Board for capital costs, and debt payments for the State Water Project. The District’s account will provide annual numbers on total intangible asset payments to-date.

b. The District determines **system capacity** using the AWWA’s meter equivalency factors. System capacity is expressed as total meter equivalents. Meter equivalents allow the District to normalize meter capacity across meter sizes. For fire meters, the Capital Cost Recovery Fee Equivalency Value is based on pipe diameter. The smallest fire service line (2”) is equated to the 5’8” water meter.

<u>Water Service</u>		<u>Fire Service</u>	
<u>Meter Size</u>	<u>Meter Equivalency</u>	<u>Meter Size</u>	<u>Meter Equivalency</u>
<u>5/8"</u>	<u>1.0</u>	<u>2"</u>	<u>1.00</u>
<u>3/4"</u>	<u>1.5</u>	<u>3"</u>	<u>2.25</u>
<u>1"</u>	<u>2.5</u>	<u>4"</u>	<u>4.00</u>
<u>1-1/2"</u>	<u>5.0</u>	<u>6"</u>	<u>9.00</u>
<u>2"</u>	<u>8.0</u>	<u>8"</u>	<u>16.00</u>
<u>3"</u>	<u>18.0</u>	<u>10"</u>	<u>25.00</u>
<u>4"</u>	<u>30.0</u>		
<u>6"</u>	<u>50.0</u>		

(i) The District can determine the total number of each meter size from its billing system (Incode). To determine total meter equivalents, the District multiplies the meter equivalency value by the number of meters for each meter size.

$$\text{Meter equivalents} = \text{AWWA meter equivalency value} \times \text{number of meters}$$

c. The per-unit buy-in fee is determined by dividing the total system value by the total number of meter equivalents. The per-unit buy-in fee is then scaled to each meter size using the meter equivalency values to determine the Capital Cost Recovery Fee charge by meter size.

$$\text{Per unit buy - in fee} = \text{System value} \div \text{total meter equivalents}$$

2. The Capital Cost Recovery Fee shall be evaluated at the beginning of the fiscal year to adjust the per-unit buy-in fee to reflect current system value and current meter equivalents.

3. The following Capital Cost Recovery Fees are effective December 6<sup>th</sup> 2023.

**Water Service**

<u>Meter Size</u>	<u>Meter Equivalency</u>	<u>Per-unit CCRF</u>			<u>Asset-based CCRF</u>
<u>Per-unit</u>	<u>1.0</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 10,965</u>
<u>3/4"</u>	<u>1.5</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 16,448</u>
<u>1"</u>	<u>2.5</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 27,414</u>
<u>1-1/2"</u>	<u>5.0</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 54,827</u>
<u>2"</u>	<u>8.0</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 87,723</u>
<u>3"</u>	<u>18.0</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 197,378</u>
<u>4"</u>	<u>30.0</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 328,963</u>
<u>6"</u>	<u>50.0</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 548,271</u>

**Fire Service**

<u>Meter Size</u>	<u>Meter Equivalency</u>	<u>Per-unit CCRF</u>			<u>Asset-based CCRF</u>
<u>2"</u>	<u>1.00</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 10,965</u>
<u>3"</u>	<u>2.25</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 24,672</u>
<u>4"</u>	<u>4.00</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 43,862</u>
<u>6"</u>	<u>9.00</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 98,689</u>
<u>8"</u>	<u>16.00</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 175,447</u>
<u>10"</u>	<u>25.00</u>	<u>×</u>	<u>\$10,965</u>	<u>≡</u>	<u>\$ 274,136</u>

a. New regular water service connections

New water service connections shall pay the Capital Cost Recovery Fee based on the number and size of meters to be installed, as indicated in the table above, except as noted below.

(i) Exception: residential developments that meet the requirements for master meters shall pay the “per-unit” CCRF charge for each dwelling unit behind the master meter. Other individually metered residential units within the development will be charged the CCRF by meter size and quantity.

(ii) Exception: In the event that a new service is expected to serve multiple hotel rooms, the CCRF shall reflect the accumulated hotel room service charges imposed beginning July 1, 2000 (Resolution number 736) for the CIP Fees and July 1, 2004 for the Dwelling Equivalency Fees (Resolution 806 - superseded by Resolution 847, June 20, 2007) for each hotel room and the associated Capital Cost Recovery Meter Equivalency Fees for the new meter.

~~(i)~~(iii) Exception: Capital Cost Recovery Fees shall not be levied upon any Master Meter Residential accounts with between 2 and 5 residential units that undergo redevelopment to improve or upgrade existing residential units but do not increase the number of residential units serviced. In such a circumstance, the owner or redeveloper of the property must pay the cost of installing new meters for each residential unit but will not be required to pay Capital Cost Recovery Fees unless a larger meter is to be installed on-site.

b. Increases in Size of Meter or Size of Service

Account holders wishing to install a meter that is larger in size than the current meter shall pay the difference in accumulated Capital Cost Recovery Fees between the existing meter and the new meter, as provided under the District's standard provisions for determinations of required meter size.

For example, a property is currently served by a 3/4" meter, and an account holder requires an increased meter size to 1".

<u>CCRF for 1" meter</u>	<u>\$27,414</u>
<u>Credit for past charges for 3/4" meter</u>	<u>\$16,448</u>
<u>Difference</u>	<u>\$10,966</u>

(i) Exception: Increased meter sizes for accounts with multiple dwelling units or hotel rooms will require review by the District. In such a case, the District shall respond to the request for a larger meter within 30 calendar days.

~~(i)~~(ii) Exception: Exceptions may be identified and, pending approval by the District Board, incorporated into this Resolution without modification to the basic methodology described in this Resolution.

c. Decreases in Meter Size Service or Termination of Water Service - No Parcel or Property Subdivision

- (i) In the event that an account holder applies for additional District meters to serve a change in existing land use or property use in the absence of a property or parcel split, the District shall apply a credit for the existing meter to any new Capital Cost Recovery Fees imposed by the District for the new meters only.

For example, an account holder with a 2" meter wishes to construct a project with 12 dwelling-units and twelve 3/4" meters and one 1" meter.

<u>CCRF for 1" meter</u>	<u>\$27,414</u>
<u>CCRF for twelve 3/4" meters</u>	<u>12 x \$16,448 = \$197,376</u>
<u>Total new CCRF charges</u>	<u>\$ 224,790</u>
<u>Credit for past charges for 2" meter</u>	<u>\$87,723</u>
<u>Difference</u>	<u>\$137,067</u>

No refund will be extended should the Capital Cost Recovery Fees for the new meters be less than the contributions made by the existing meter.

- (ii) There may be instances when an account holder desires to decrease the size of a meter in the absence of a property or parcel split. In such an event, the District will not refund a customer or account the difference in accumulated Capital Cost Recovery Fees between the original meter and the newly installed smaller meter.

For example, an account holder wishes to replace an existing 3" meter with a 2" meter. Although the accumulated Capital Cost Recovery Fees for a 2" meter is less than the fees for a 3" meter , the District will not refund the difference of the accumulated Capital Cost Recovery Fees. The presumption by the District is that the land use or function of the property has changed and previous uses were accurately met by the original 3" meter.

<u>CCRF for 2" meter</u>	<u>\$87,723</u>
<u>Credit for past charges for 3" meter</u>	<u>\$197,378</u>
<u>Difference</u>	<u>\$109,655</u>
<u>Refund</u>	<u>\$0</u>

- (iii) There may be instances when an account holder desires to remove an existing meter from a parcel or property (termination of service) in the absence of a property or parcel split. In such an event, the District will not refund or credit an account the Capital Cost Recovery Fees imposed upon the account holder. However, the District retains the right to evaluate the contributions made by an account holder if a request by the account holder is made in writing to the Board to re-evaluate past Capital Cost Recovery Fees in the event that a meter



is re-installed on the property or parcel. Such a request shall include information deemed necessary by the General Manager and/or District Engineer.

For example, an account holder desires to have a 2" meter removed in June 2009, but later requests to have the meter re-installed. In such a case, the District may factor in the previous payments or contributions made by the account holder in order to reduce the Capital Cost Recovery Fees for said account.

(1) Exception: Any meter removed prior to July 1, 1997 shall not be eligible for the review discussed above. In such a case the full Capital Cost Recovery Fee shall be imposed on the account for the installation of a new meter.

d. Decreases in Meter Size Service or Termination of Water Service in Connection with Parcel or Property Subdivision

- (i) In the event that a parcel or property is subdivided, the accumulated Capital Cost Recovery Fees shall be assigned to the original property owners.
- (ii) A request for meter removal (termination of service) from a subdivided parcel owner shall not result in a credit or refund of accumulated Capital Cost Recovery Fees or debt payments.
- (iii) Notwithstanding the above sections, upon the request of a parcel owner, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Costs Recovery Fees should a new meter or meters be installed at a later time. Such a request shall be made by the parcel owner in writing for review and approval by the District Board.

e. Decreases in Meter Size Service or Termination of Water Service for Master Meter Residential and Hospitality accounts

(i) In the event that a master meter residential account or hospitality account applies to replace an existing meter with additional meters due to changes in existing land use or property use in the absence of a property or parcel split, the District shall apply a credit for said existing meter to any new Capital Cost Recovery Fees imposed by the District for the new meters.

~~(iv)~~(ii) A request for meter removal from a subdivided parcel shall not result in a refund of accumulated Capital Cost Recovery Fees or debt payments if no new meters are installed on the property.

~~(v)~~(iii) Notwithstanding the sections above, upon the request of a parcel owner, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Cost Recovery Fees should a new meter or meters be installed at a later time. Such a request shall be made by the property owner in writing for review and approval by the District Board.

e.f. Fire Meter Service for Fire Sprinklers

Separate water service connections for fire sprinklers are required for certain structures and uses within the District. These meters are sized based on the need for maximum short duration flow capacities.

f.g. Changes in Fire Meter Service

- (i) The District does not require or size fire services and shall not assume any responsibility associated with inappropriately sized service. As such any variation in fire service size is assumed to have been deemed appropriate by the property owner and an outside regulatory agency.
- (ii) In the event that a larger fire service is to be installed, credit for any existing fire service that is removed will be granted to an account holder using the same methodology described in the sections above.
- (iii) No refund will be provided to account holders requesting removal of an existing fire service.

g.h. Other Changes to Meter or Services

- (i) There may be circumstances of meter or fire service changes, or termination of service not specifically addressed in the sections above. In such cases, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Costs Recovery Fees. Such a request shall be made by the property owner in writing for review and approval by the District Board.

2.4. The imposition of the Capital Cost Recovery Fee shall not be counter to the legislative requirements of 2016 Assembly Bill 1069. This fee structure may change upon review and adoption of land use zoning rules developed by the City of Carpinteria and County of Santa Barbara.

3.5. The imposition of the Capital Cost Recovery Fee shall not preclude other fees and charges to be imposed on District account holders.

- a. Connection Fees for installing new services and meters or associated with changes to existing meter or service will continue to be charged in addition to the Capital Cost Recovery Fee, based on actual costs plus overhead and equipment charges as approved by the District. The District will continue to require a deposit to cover the estimated District costs related to such service installation.

4.6. The Capital Cost Recovery Fee is effective upon adoption and shall continue until changed by action of the District Board.

5.7. Any judicial action of proceeding to attach, review, set aside, void or annul this Resolution shall be commenced within 120 days of adoption.

**PASSED AND ADOPTED** by the Governing Board of the Carpinteria Valley Water District on the 29<sup>th</sup> day of November, [2023](#) by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

**PASSED AND ADOPTED THIS 29th day of November, [2023](#)**

**APPROVED:**

\_\_\_\_\_  
**Case Van Wingerden, President**

**ATTEST:**

\_\_\_\_\_  
**Robert Mc Donald, Secretary**

|

**ORDINANCE NO. 23-2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF  
CARPINTERIA VALLEY WATER DISTRICT  
ADOPTING AND ESTABLISHING A METHODOLOGY  
FOR THE CALCULATION OF INITIAL WATER ALLOCATIONS**

**WHEREAS**, the purpose of these allocations is to enable compliance with the State of California's Water Use Efficiency legislation which sets water use expectations for residential and landscape water use within Carpinteria Valley Water District (District); and

**WHEREAS**, another purpose of these allocations is to enable the District to consistently and responsibly respond to Applications for Intent to Serve Letters through land use-based estimates of water demand; and

**WHEREAS**, another purpose of these allocations is to more efficiently target conservation efforts to customers who exceed their account-specific allocation; and

**WHEREAS**, another purpose of these allocations is to support supply and demand planning and budgeting; and

**WHEREAS**, the District has reviewed the calculation methods published by the State and the methods of other water districts for calculating water use allocations, and prepared and presented data concerning the appropriate methodology for calculating the allocations, including the following documentation:

1. "Model Documentation for Allocation Program", dated August 23, 2023 ("Methods 1"), which describes the data sources, computational steps, and decisions within the model to calculate account-specific allocations.
2. "Allocation Calculation Methods Summary", dated September 13, 2023 ("Methods 2"), which summarizes the formulas used to calculate allocations for each customer class.

**WHEREAS**, Methods 1 and 2 were presented at the public Board meeting on September 13, 2023 and included in the board packet available for public inspection and review prior to this public hearing and notice was given in compliance with Government Code Section 66016(a); and

**WHEREAS**, a public hearing, noticed pursuant to Government Code Section 6066, was held at a regularly scheduled meeting of the Board; and

**WHEREAS**, after considering Methods 1 and 2, the analysis as referenced hereinabove, and the testimony received at the public hearing, the Board approves said methods, and incorporates methods 1 and 2 herein, and further finds that the initial allocation methodologies set forth in Studies 1 and 2 are reasonable.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the Carpinteria Valley Water District as follows:

Allocations shall be calculated based on customer account class as described below.

**Single-family residential, Multi-family residential, Master meter residential account allocations** are based on the characteristics of the account and the land use of the associated parcel.

- a. Indoor allocation. Based on the number of dwelling units associated with the account in the District's billing system and the State of California's formula and factors for determining expected water use per dwelling unit.

$$\text{Indoor allocation (HCF per month)} = \text{Dwelling Units} \times 2.65 \text{ people} \times 55 \text{ Gallons Per Capita Day} \times \text{number of days in month} \div 748$$

- I. The indoor allocation uses the following data.
  - i. One hundred cubic feet (HCF) is equal to 748 gallons.
  - ii. The District uses the 2020 Census estimate of 2.65 people per dwelling unit.
  - iii. The District uses the State's expectation of efficient indoor water use per person.

- b. Outdoor allocation. Based on the irrigated area on the parcel according to the District's aerial imagery survey and the State of California's formula and factors for determining expected water use per irrigated square foot.

$$\text{Outdoor allocation (HCF per month)} = \text{Evapotranspiration (ET)} \times \text{Irrigated Area} \times \text{Plant Factor} \times 0.62 \div 748$$

- II. The outdoor allocation uses the following data
  - i. The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
  - ii. Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
  - iii. The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.55 (new construction) 0.65 (old construction) according to the State's water use efficiency guidance.
  - iv. The conversion factor from inches to gallons is 0.62.
  - v. One hundred cubic feet (HCF) is equal to 748 gallons.

## Landscape irrigation accounts

- a. Outdoor allocation. Based on the irrigated area on the parcel according to the District's aerial imagery survey and the State of California's formula and factors for determining expected water use per irrigated square foot.

$$\text{Outdoor allocation (HCF per month)} = \text{Evapotranspiration (ET)} \times \text{Irrigated Area} \times \text{Plant Factor} \times 0.62 \div 748$$

- I. The outdoor allocation uses the following data
  - i. The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
  - ii. Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
  - iii. The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Landscape accounts receive a plant factor of 0.8 according to the State's water use efficiency guidance.
  - iv. The conversion factor from inches to gallons is 0.62.
  - v. One hundred cubic feet (HCF) is equal to 748 gallons.

## Commercial, Industrial, Public Authority\* accounts

- a. Total allocation. Based on historical water use. Within the context of the Water Use Efficiency regulations, the State of California does not specify a formula for determining indoor or outdoor water use for commercial, industrial, or public authority accounts.

$$\text{Monthly allocation (HCF per month)} = \text{average historical water consumption}$$

- I. The allocation uses the following data
  - i. \*School fields and city parks classified as public authority accounts are treated as landscape irrigation accounts for the purpose of calculating an allocation.
  - ii. Historical water consumption is based on water use from 2017-2022.

## Parks and school fields accounts

- a. Outdoor allocation. Based on the irrigated area on the parcel according to the District's aerial imagery survey and the State of California's formula and factors for determining expected water use per irrigated square foot.

$$\text{Outdoor allocation (HCF per month)} = \text{Evapotranspiration (ET)} \times \text{Irrigated Area} \times \text{Plant Factor} \times \text{Conversion Factor}$$

- I. The outdoor allocation uses the following data



- i. The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
- ii. Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
- iii. The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.8 according to the State's water use efficiency guidance.
- iv. The conversion factor from inches to gallons is 0.62.
- v. One hundred cubic feet (HCF) is equal to 748 gallons.

### **Agriculture accounts**

- a. Total allocation. Based on historical water use. Within the context of the Water Use Efficiency regulations, the State of California does not specify a formula for determining indoor or outdoor water use for agricultural accounts.

Monthly allocation (HCF per month) = average historical water consumption

- I. The allocation uses the following data

- i. Historical water consumption is based on water use from 2017-2022.

### **Accounts with no meter or no historical use**

Accounts or parcels with no District water meter, or no historical use on a District water meter will have an allocation of zero. Allocations are intended to represent metered demand and these accounts or parcels have no metered demand from the District.

The District uses a separate methodology referred to as "Demand Credits" to identify a reasonable water use expectation for these accounts or parcels. Instead of an allocation, the District assigns these accounts a Demand Credit. Like allocations, Demand Credits are based on the land use characteristics of the parcel and similar accounts. As data are available, the District uses the following data sources to calculate Demand Credits.

- City or County zoning designations
- Parcel size
- Meter size
- Account class

**BE IT FURTHER ORDAINED:**

1. The above recitals are true and correct and are incorporated herein as though set forth in full.
2. By the adoption of this Resolution account-specific initial allocations will be determined using the methodology described.
3. Such allocation will, at this time not be associated with any fees or charges.
4. Any fees or charges associated based on account-specific initial allocations shall be separately adopted by Resolution or Ordinance by the Board.
5. The Allocation Methodology is effective upon adoption and shall continue until changed by action of the District Board.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect on November 9th 2023 by roll call as follows:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN:

**PASSED AND ADOPTED** by the Board of the Carpinteria Valley Water District this 8th day of November, 2023

**APPROVED:**

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**Case Van Wingerden, President**

**ATTEST:**

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**Robert Mc Donald, Secretary**

**LEASE AGREEMENT BETWEEN THE  
CARPINTERIA SANITARY DISTRICT AND  
THE CARPINTERIA VALLEY WATER DISTRICT**

THIS LEASE is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2023, (the “Effective Date”) between the Carpinteria Sanitary District (“CSD”), a California special district organized under the Sanitary District Act of 1923, and the Carpinteria Valley Water District (“CVWD”), a California county water district organized pursuant to Division 12 of the Water Code. In this Lease, CSD and CVWD are sometimes individually referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. **LEASE; DESCRIPTION OF PROPERTY.** CSD leases to CVWD to use, on the terms and conditions of this Lease, portions of real property graphically identified in attached Exhibit “A” (“Property”), which is incorporated by reference, which represents the footprint of the Advanced Water Purification Facility (the “AWPF”). This Lease is exempt from the provisions of the California Subdivision Map Act pursuant to Government Code section 66412.1(b).

2. **SUBJECT OF LEASE.** This Lease is entered into pursuant to that certain Carpinteria Advanced Purification Project Joint Exercise of Powers Agreement executed on xxxx (the “JEP A”). Unless otherwise defined herein all capitalized terms have the meanings ascribed to them in the JEP A. **IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF THE JEP A, THE JEP A CONTROLS.**

3. **JEP A.** The JEP A provides for the ground lease of the Property to CVWD and the development and construction thereon of the AWPF pursuant to the terms of the JEP A.

4. **DEVELOPMENT OF THE PROJECT.** CVWD must construct the AWPF on the Property in accordance with the terms and conditions of the JEP A.

5. **USE OF THE PROPERTY.**

A. Use of the Property. CVWD may use the Property and the AWPF only for the uses expressly permitted by the JEP A.

B. Only Lawful Uses Permitted. CVWD may not use the Property or the AWPF for any purpose that is in violation of any applicable law. Additionally, CVWD may not maintain or commit any nuisance on the Property or the AWPF, or any part thereof.

6. **LEASE TERM.** CVWD leases the Property from CSD and CSD leases the Property to CVWD for a term commencing on the Effective Date and ending upon the termination of the JEP A or under one of the permitted methods of termination in this Lease. This Lease will automatically renew upon every renewal of the JEP A, as governed by the JEP A.

7. **RENT/CONSIDERATION.** The Parties acknowledge and agree that the Property is being leased to CVWD pursuant to the terms of the JEPA to enable CVWD to perform its obligations under the JEPA; consequently, no rent is payable by CVWD to CSD hereunder.

8. **UTILITIES AND TAXES.** The Parties agree that the payment for utilities is governed by the terms of the JEPA.

9. **LIENS; STOP PAYMENT NOTICES.** Except as expressly provided in writing by CSD, CVWD agrees to keep the Property free and clear of any mechanics', materialmen's and/or other liens and stop notices (individually, a "Lien" and collectively, "Liens") for or arising out of or in connection with work, labor, services, or materials supplied or claimed to have been supplied to CVWD in connection with CVWD's construction, operation and maintenance of the AWPf, and CVWD agrees to defend, indemnify, and hold CSD and its respective officers, officials, employees, agents, and representatives, harmless against such Liens. If any such Lien is at any time filed against the Property, CVWD must, within 30 days after notice to CVWD of the filing thereof, cause the same to be discharged by payment or bonding. Before commencement of construction of the AWPf on the Property, or any repair or alteration thereto or replacement of any portion thereof, CVWD must give CSD not less than 30 days advance notice in writing of intention to begin said activity in order that non-responsibility notices may be posted.

10. **MAINTENANCE AND REPAIR; CAPITAL REPLACEMENTS; DAMAGE.** Maintenance and repair of, and capital replacements, including damage and destruction to, the AWPf is governed by the terms of the JEPA. CVWD is only responsible for maintenance and repair of, and damage and destruction to, portions of the Property other than the AWPf resulting from CVWD's gross negligence or intentional misconduct.

11. **ENVIRONMENTAL MATTERS.** The allocation of responsibility for hazardous materials with respect to the Property and AWPf is governed by the terms of the JEPA.

12. **ASSIGNMENT, SUBLEASE OR OTHER TRANSFER.** CVWD may not assign, encumber or otherwise transfer this Lease or any right therein, sublet the Property, or sell or encumber the AWPf, without prior written approval of CSD in its sole and absolute discretion. In the event such approval is granted, the subletting, encumbrance or assignment is not effective unless and until the assignor/transferor and assignee/transferee have signed an assignment and assumption agreement in a form and substance acceptable to CSD. Any purported assignment or subletting or sale without the prior written consent of CSD is absolutely null and void and confers no rights whatsoever upon any purported assignee, transferee or sub-lessee.

13. **SIGNAGE.** In accordance with CVWD's Construction Installment Sales Agreement with the California State Water Resources Control Board, CVWD is permitted to place one sign at least four feet tall by eight feet wide for the duration of the construction of the AWPf in a prominent place near the Property. The Parties understand that signage must comply with the requirements set forth in Construction Installment Sales Agreement, which is a separate instrument from this Lease but is publicly available. The Parties will work cooperatively to determine a signage location that is mutually acceptable.

14. **INDEMNITY.** CVWD's indemnification and defense obligations are set forth in the JEPA and are incorporated by this reference.

15. **INSURANCE.** The Parties' insurance obligations concerning liability and the AWPf are governed in the JEPA. Coverage for the Property is provided by CSD.

16. **COMPLIANCE WITH LAW.** Compliance with laws is addressed in the JEPA.

17. **ENTRY AND INSPECTION.** CSD may enter the Property at any time for any purpose but CSD's inspection of the AWPf is governed by the JEPA. Aside from the foregoing, CVWD has a right to quiet possession of the Property.

18. **ENTRY BY PUBLIC OFFICIALS.** In accordance with the State Water Resources Control Board Construction Installment Sales Agreement, CSD will allow CVWD to permit authorized representatives from the State Water Board, the Governor of California, authorized representatives from the United States Environmental Protection Agency, authorized representatives from the Office of Inspector General, any member of Congress, or any delegee of the foregoing, to access and inspect the Property, including the AWPf, at all reasonable times during the Term of this Lease.

19. **EVENTS OF DEFAULT.** A Party is in default of its obligations under this Lease if that Party defaults on its obligations under the JEPA.

20. **REMEDIES.** In the event of a default by CVWD, CSD may, at its option, take any or all of the following actions:

A. Correct or cause to be corrected said default and charge the costs thereof to CVWD, which CVWD must pay within 90 days after written demand;

B. Terminate this Lease in accordance with the Termination procedures provided in Section 10.1 of the JEPA.

21. **EARLY TERMINATION.** As set forth in Section 3.18 of the JEPA, the Parties understand and agree that future regulation may require CSD to fund and construct facilities that are needed to comply with such regulations. This may include mandated capacity expansion due to currently unanticipated levels of development within the region. In the event that compliance measures unavoidably require CSD's use of portions of the property occupied by the AWPf, the parties agree to negotiate early termination of this Lease in good faith. If agreement cannot be reached, the Dispute Resolution procedures in Section 11.3 of the JEPA will be followed.

22. **DISPUTE RESOLUTION.** The Parties incorporate by reference the JEPA's Dispute Resolution procedures.

23. **RIGHT OF THE PARTIES IN THE EVENT OF TERMINATION OF LEASE.** Upon termination of this Lease, CSD may re-enter and repossess the Property and the AWPf and CVWD must surrender and deliver the Property to CSD within six months of

such termination in good order, condition and repair, except for reasonable wear and tear. During this six-month period, CVWD may relocate as many portable portions of the AWP as possible. Termination of this Lease does not relieve or release CVWD from any obligation incurred pursuant to this Lease before the date of such termination.

**24. RIGHTS AND REMEDIES ARE CUMULATIVE.** These remedies are not exclusive and shall be cumulative to all other rights and remedies possessed by CSD. The exercise by CSD of one or more such rights or remedies does not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by CVWD.

**25. MISCELLANEOUS.**

A. **Governing Law.** This Lease is governed by the laws of the State of California.

B. **Legal Actions.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of Santa Barbara County, State of California, in any other appropriate court in that County, or in the Federal District Court in the District of California in which the Property is located.

C. **Acceptance of Service of Process.** If any legal action is commenced by one Party against the other, service of process on a Party must be made by personal service upon the Party's General Manager, or in such other manner as may be provided by law.

**26. POSSESSORY INTEREST TAXES.** CVWD is informed by CSD pursuant to Revenue & Taxation Code § 107.6 that its property interest in the land may be subject to property taxation if created and that a lessee may be subject to the payment of property taxes levied on its interest. CVWD may not deduct such amount from payments to CSD. The Parties understand and agree that the Parties are each public agencies, neither of which should be subject to payment of possessory interest taxes. In the event possessory interest taxes are levied on CVWD's interest in the Property, the Parties will cooperatively resolve or terminate any such levy.

**27. NOTICES.** All notices must be given as provided in the JEP.

**28. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the terms and conditions of this Lease.

**29. WAIVERS AND AMENDMENTS.** All waivers and amendments of the provisions of this Lease must be in writing and signed by the appropriate authorities of CSD or CVWD. The waiver by CSD of any breach of any term, covenant, or condition herein contained may not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. Failure on the part of CSD to require or exact full and complete compliance with any of

the covenants or conditions of this Lease may not be construed as in any manner changing the terms hereof and does not prevent CSD from enforcing any provision hereof.

30. **ENTIRE AGREEMENT.** Except as otherwise provided as to the JEPA, this Lease sets forth the entire understanding of the Parties with respect to CVWD's ground lease of the Property.

31. **BINDING EFFECT.** This Lease is binding upon and (subject to restrictions on assignment and subletting) inures to the benefit of the parties hereto and their successors and assigns.

32. **ESTOPPEL CERTIFICATES.** Each of the Parties may at any time and from time to time upon not less than 30 days' prior notice by the other, execute, acknowledge and deliver to such other Party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there shall have been modifications that this Lease is in full force and effect as modified and stating the modifications), and stating whether or not to the best knowledge of the signer of such certificate such other Party is in default in performing or observing any provision of this Lease, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other Party may reasonably request, it being intended that any such statement delivered by CVWD may be relied upon by CSD or any successor in interest to CSD or any prospective mortgagee or encumbrancer, and it being further intended that any such statement delivered by CSD may be relied upon by any prospective assignee of CVWD's interest in this Lease. Reliance on any such certificate may not extend to any default as to which the signer of the certificate has no actual knowledge.

33. **MEMORANDUM OF LEASE.** Upon the execution of this Lease, CVWD will execute, acknowledge, and record a memorandum of this Lease in the form of Exhibit "B" and deliver it to CSD.

34. **CONDITION OF PROPERTY UPON TERMINATION.** Within six months of termination of this Lease for any reason, and except as provided for Transfer of the Property under the JEPA, CVWD will vacate the Property and deliver it to CSD in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

35. **LEASE BY CSD.** Should CSD lease any part of the Property to any transferee other than CVWD, then such transfer is under and subject to this Lease and all of CVWD's rights hereunder.

36. **RELOCATION BENEFITS.** CVWD acknowledges that it was informed that CSD is a public entity and that the Property was previously acquired by CSD for a public purpose. CVWD further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CSD. CVWD acknowledges that at the time of any termination of this Lease, CVWD will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.



37. **FORCE MAJEURE.** Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control for a consecutive 12-month period, either Party may terminate this Lease.

38. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

39. **CONSTRUCTION.** The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either Party.

40. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment signed by duly authorized representatives of both Parties. The Parties' General Managers, or their designees, may execute any such amendment if authorized by their respective Boards of Directors.

41. **COUNTERPARTS.** This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the Parties have executed this contract the day and year first hereinabove written.

CARPINTERIA SANITARY DISTRICT

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

CARPINTERIA VALLEY WATER DISTRICT

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

CARPINTERIA ADVANCED PURIFICATION PROJECT  
JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made and entered into by and between Carpinteria Valley Water District (“CVWD”), a California county water district organized pursuant to Division 12 of the Water Code, and the Carpinteria Sanitary District (“CSD”), a California special district organized under the Sanitary District Act of 1923. CVWD and CSD may be referred to individually as a “Party” or collectively as the “Parties.” The Parties agree as follows:

ARTICLE 1: SCOPE, NATURE AND PURPOSE

1.1. The purpose of this Agreement is to authorize the Parties, pursuant to that authority in the Joint Exercise of Powers Act (Government Code sections 6500 through 6599.3) to jointly exercise their powers to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse, and disposal of sanitary sewage and similar wastewaters and to produce recycled or advanced purified water for beneficial use.

1.2. Each Party to this Agreement is a public agency authorized and empowered to contract for the joint exercise of powers under the Act.

1.3. The Parties now desire, by this Agreement, to collectively harness their joint powers to allow for the construction, operation, and administration of a reclamation facility for the purpose of treating wastewater and producing recycled or advanced purified water, and for related purposes.

ARTICLE 2: GENERAL PROVISIONS

2.1. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Undefined words and phrases have the same meaning as set forth in the Act:

2.1.1 Act means the Joint Exercise of Powers Act (Government Code sections 6500 through 6599.3) governing the joint exercise of powers common to public agencies.

2.1.2 Agreement means this Joint Exercise of Powers Agreement.

2.1.3 CEQA refers to the California Environmental Quality Act (Public Resources Code § 21000, et seq.) and the regulations promulgated to implement it (14 Cal. Code of Regs. § 15000, et seq.).

2.1.4 Chief Plant Operator means the individual who is chiefly responsible for overseeing the day-to-day operation of the AWWPF.

2.1.5 Effective Date means the date this Agreement was executed. Should there be differing dates of execution, Effective Date means the latest in time date of execution.

2.1.6 *Fiscal Year* means the period commencing on July 1 of each year and ending on and including June 30 of the following calendar year.

2.1.7 *NEPA* refers to the National Environmental Policy Act (42 U.S.C. Section 4321, et seq.) and the regulations promulgated to implement it (40 CFR Part 1500, et seq.).

2.1.8 *Product Water* means Title 22 water produced by the Project that meets all state and federal requirements for groundwater augmentation and any supplemental water quality requirements agreed to by the Parties as necessary and appropriate for delivery to CVWD customers.

2.1.9 *Product Water Delivery Point* means the point at which Product Water crosses the legal boundary line from the Property into the adjoining real property parcel.

2.1.10 *Project* means any devices, equipment, plants and systems used in the conveyance, storage, treatment, recycling, reclamation, and advanced purification of wastewater, including all advanced water purification facilities, conveyance facilities, well facilities, utility installations, and related appurtenances, extensions, improvements, remodeling, additions and alterations thereof, and any works that will be an integral part of the treatment process or used for ultimate disposal of waste streams generated by the Advanced Water Purification Facility. The Project is comprised of the following primary components:

- a. *Advanced Water Purification Facility*, or “*AWPF*,” which includes those facilities required to treat recycled water to meet standards for indirect potable reuse via groundwater replenishment by subsurface injection; facilities that provide full advanced treatment and treatment waste streams; the building that houses the AWPF; the Product Water Pump Station; and all associated AWPF and Product Water Conveyance System piping on the Property. This term does not include those facilities that are identified as Wastewater Treatment Plant or Collection System.
- b. *Product Water Conveyance System* which is the conveyance system used to transport Product Water from the Product Water Pump Station to the injection wells. A portion of the Product Water Conveyance System is on the Property and included in the definition of AWPF.
- c. *Product Water Pump Station* which refers to those facilities, including clear wells, pumps, pipes, control systems, electrical equipment, valves, and appurtenances, necessary to discharge purified water into the Product Water Conveyance System. The Product Water Pump Station is on the Property and included in the definition of AWPF.

2.1.11 *Collection System*, which refers to the intercepting sewers, and wastewater collection and conveyance systems owned and operated by CSD for the purpose of collecting and delivering wastewater to the AWPF and associated pumping stations and other equipment and their appurtenances, extensions, improvements, remodeling, additions and alterations thereof.

2.1.12 Wastewater Treatment Plant means new or existing primary treatment, biological secondary treatment, disinfection, effluent discharge, and solids handling facilities.

2.1.13 Property means the real property owned by CSD and located at 5351 6th Street, Carpinteria.

2.1.14 Source Water means the wastewater received and processed and owned by CSD before Project treatment.

2.1.15 Title 22 means Title 22, Division 4 of the California Code of Regulations, as may be amended from time to time.

### ARTICLE 3: THE PROJECT

3.1 Beneficiaries. The Project will be constructed by CVWD and operated for the benefit of CVWD customers. The Project may have secondary benefits for CSD and groundwater sustainability.

3.2 Project Ownership; Right of Inspection.

3.2.1 CVWD owns the Project, including the Advanced Water Purification Facility and Product Water Conveyance System, and all Product Water beginning at the Product Water Delivery Point. CVWD may inspect the AWPf upon notice to the CSD General Manager.

3.2.2 CSD owns the Collection System, Property, and Wastewater Treatment Plant and is responsible for providing any Source Water for use in and treatment by the AWPf at no cost to CVWD. CSD employees will operate the AWPf in accordance with this Agreement.

3.3 Agreement Administration. Except as otherwise provided in this Agreement, the General Manager for each Party will represent their respective agency on all matters relating to the administration of this Agreement.

3.4 Environmental Documentation. During the environmental review and permitting process, the Parties will work together to ensure compliance under CEQA and NEPA, if applicable, and further agree to provide timely notice, review, response and comment, as necessary.

3.5 Project Development. CVWD will serve as the Lead Agency and CSD will be designated a Responsible/Cooperating Agency for CEQA (and NEPA, if applicable) review of Project development, design and construction, and operations. CVWD is responsible for and must finance the costs of addressing any CEQA and NEPA protests and appeals.

3.6 National Pollution Discharge Elimination System (NPDES) Permitting. With the exception of technical studies or non-routine analysis needed to obtain approvals (e.g., where a third-party consultant or outside service provider must be retained), CSD will fund and secure any necessary changes in its NPDES permit to accommodate discharge of Advanced Water Purification Facility waste streams, including reverse osmosis concentrate discharged to receiving waters under the jurisdiction of federal and state agencies. CVWD will only pay for any extraordinary costs associated such permit applications and approvals that are exclusively associated with the Project.

3.7 Waste Discharge Requirements and Water Recycling Requirements (WDR/WRR) Permitting. CVWD will obtain and fund all efforts required to obtain the WDR/WRR permit for the Project facilities except for development and implementation of an enhanced source control program by CSD. CSD is an interested agency for purposes of comment and review on WDR/WRR permitting activities.

3.8 Project Costs. Except as otherwise provided, CVWD is solely responsible for the cost of funding the design, construction, operation, repair and maintenance of the Project. CSD is only liable for the cost of any repair or maintenance resulting from CSD's sole gross negligence or intentional misconduct.

3.9 Project Design and Construction. CVWD will execute all final design and construction contracts with CSD as an intended third-party beneficiary. The Parties will collaborate on the design development process. Subject to this Agreement, however, CVWD will have final authority on the overall design and construction of the Project.

3.9.1. CVWD understands its use of the Property for the Project, including layout and operational activities, must accommodate CSD's Property rights and operational needs. CVWD must ensure the Project will be designed to minimize impacts to continued operation of the Wastewater Treatment Plant and other CSD facilities. In addition, CSD must provide final approval, which will not be unreasonably withheld, for any modification of the Property and its Wastewater Treatment Plant and Collection System.

3.10 Change Orders. The Parties understand the Project is unique in timing, cost and approach. Accordingly, either Party through its General Manager may request change orders to the design or construction of the Project with respect to:

3.10.1. Party-caused delays including delays caused by contractors or consultants acting upon a Party's behalf.

3.10.2. Increase in material costs; change in design necessary for implementation of the Project including any increase in labor costs resulting from design changes in the Project as work progresses.

3.10.3. Change in law; and

3.10.4. Force Majeure Events or other events beyond the reasonable control of the Parties including private or public projects affecting a critical path as determined from the most recent critical path schedule.

3.10.5. The Joint Management Committee (defined in Section 5.3) must approve any such requests in good faith and resolve such requests in a reasonably timely manner.

3.11 CSD Funding. CSD may advance costs for the Project which must be reimbursed to CSD by CVWD. The method, timing, and reimbursement of any payments must be approved by the CSD Board of Directors. Such approval may be reflected in an Operating Plan as contemplated by this Agreement. All such payments will constitute a debt owed by CVWD to CSD and must be repaid by CVWD with interest at the interest rate in the Local Agency Investment Fund (“LAIF”). Failure to reimburse CSD may subject the Agreement to termination; CSD may, alternatively, suspend operating the AWPf upon 10 days’ notice until being fully reimbursed.

3.12 Ownership. CSD owns and will continue to own all Source Water, any discharge or bypass water, and all byproduct waste streams produced by the AWPf that meet the restrictions on CSD’s NPDES permit for ocean discharge, and covenants to comply with all applicable concentration limitations and requirements. CVWD will take delivery and ownership of all Product Water at the time it reaches the Product Water Delivery Point.

3.13 Waste Stream Disposal. CVWD is responsible for disposing of all waste streams produced by the AWPf that do not meet the restrictions placed on CSD’s NPDES permit for ocean discharge when Source Water meets CSD’s NPDES permit for ocean discharge. CSD will work with CVWD to enable discharge under the NPDES permit.

3.14 Disposal and Discharge of Non-Product Water. CSD is solely responsible for disposing of all treated water that does not meet the requirements to be considered Product Water. CVWD will reimburse CSD for costs, if any, of disposal and discharge that may occur resulting from CVWD’s sole gross negligence or intentional misconduct in violation of federal and state laws governing wastewater or AWPf waste stream discharge.

3.15 Source Water Quality. CSD will in good faith endeavor to ensure that all Source Water for subsequent treatment by the Advanced Water Purification Facility meets permit requirements. Any ongoing acute or chronic issues impacting the quality of the Source Water may be resolved by the Operating Committee or Joint Management Committee, respectively.

3.16 Chief Plant Operator; Project Designee; Use of CSD Employees.

3.16.1. The Operating Agreement will address hiring and supervision of the Chief Plant Operator.

3.16.2. CSD employees, personnel, contractors and consultants including, without limitation, the Chief Plant Operator (“CSD Personnel”) will operate the Collection System, Wastewater Treatment Facility, and Advanced Water Purification Facility.

3.16.3. CVWD will designate a CVWD employee who is primarily responsible for coordinating with the Chief Plant Operator (the “CVWD Project Designee”). The CVWD Project Designee is intended to liaise with the Chief Plant Operator regarding operational matters.



3.17 Data Sharing. CSD will collect and share with CVWD data concerning the amount and quality of water treated by the Advanced Water Purification Facility along with AWPf operational information in a manner sufficient to allow CVWD to meet WDR/WRR permit requirements and coordinate operation of its injection wells. Data sharing requirements and integrated control systems may be further refined in Operating Memoranda.

3.18 Future Regulatory Impacts. The Parties understand each of their agencies as well as the Project operate in a highly regulated environment, and that future regulation may impact the Project and its operations. Consequently, the Parties agree to work collaboratively to meet future regulatory requirements imposed on the use or treatment of Source Water, operation of the AWPf, and disposal of AWPf waste streams. Notwithstanding, CSD is responsible for funding and complying with any future regulations concerning discharge that would otherwise be imposed in absence of the Project.

#### ARTICLE 4: FINANCING; USE OF THE PROPERTY

4.1 Loan Conditions. CVWD will obtain financing through the Clean Water State Revolving Fund (the “SRF Loan”), with an expected SRF Loan term of 30 years after CVWD files the construction Notice of Completion for the AWPf with the Santa Barbara County Clerk (the “Notice of Completion Date”). The Parties understand the SRF Loan is conditioned upon CVWD’s continued and unimpeded right to use the Property for the life of the Project, which the Parties estimate to be a minimum of 30 years after the Notice of Completion Date. CSD agrees, during the Term of this Agreement, to take reasonable actions to preserve CVWD’s continued right to use the Property.

4.2 Lease Agreement. CSD and CVWD will execute a separate instrument governing the Parties’ rights and obligations to use the Property for the lifetime of the Project. The Parties intend that such instrument will ensure the unimpeded use of the Property by CVWD for the duration of the Term. The fee for using the Property to benefit the Project will be nominal to the extent permitted by applicable law.

#### ARTICLE 5: GOVERNANCE

5.1 Operations Committee. The Parties will appoint an Operations Committee or “OC” comprised of the General Manager of each Party and the Chief Plant Operator and the CVWD Project Designee. The Operations Committee will oversee and provide guidance concerning the operations and maintenance of the Project.

5.2 Meetings. The Operations Committee may meet as often as desirable by the Parties, but not less than a quarterly basis.

5.3 Joint Management Committee. A joint committee comprised of three members of the governing body of CVWD and two members of the governing body of CSD will be established to review and direct policy and high-level management decisions concerning and affecting the Project, including any future amendment of this Agreement and the roles and responsibilities of the Parties hereto (the “Joint Management Committee”). The Joint Management Committee will review and recommend the Project’s annual operating budget, engage in capital planning and

budgeting, and make decisions related to Project operations, among other things. The Joint Management Committee's role will be advisory to staff and the governing bodies of the Parties.

5.4 Meetings. During the pendency of the Project, the Joint Management Committee will meet once monthly. The meetings of the Joint Management Committee must comply with the requirements of the Ralph M. Brown Act (Government Code sections 54950, et seq.). After a notice of completion for the Project is recorded, the Joint Management Committee may meet as desirable but not less than once a quarter.

5.5 Finances. The OC will prepare an annual budget for the operation and maintenance of the Project that is reviewed by the Joint Management Committee. The Joint Management Committee will recommend an annual budget to the Board of Directors for each Party. All recommended annual budgets must be approved by the Board of Directors for each Party. If the annual budget is not approved by both Board of Directors, the most recently approved annual budget will continue to apply until a new annual budget is in place. The annual budget may be adjusted during the fiscal year following the same approval process as the original annual budget.

5.6 Policy. The Joint Management Committee may suggest amendments to this Agreement to the Board of Directors for each Party.

5.7 Appeals. The Joint Management Committee may hear appeals of disputes in accordance with this Agreement.

#### ARTICLE 6: COOPERATION; OPERATIONS AGREEMENT AND OPERATING MEMORANDA

6.1 Operations Agreement; Purpose. The Operations Agreement is attached to this Agreement and incorporated by this reference. The Operations Agreement is intended to identify: an AWPf operations staffing plan including hire dates, employee qualifications, and employee compensation; CSD Project cost tracking and reimbursement methodologies; use of pre-RO treated water; and other operational matters.

6.2 Execution and Amendment of Operations Agreement. The Operations Agreement must be ratified by the Parties' governing bodies. It may be amended by the Operating Committee or Joint Management Committee in accordance with this Article. The governing bodies of each Party will ratify any Operations Agreement amendments within 90 calendar days after approval by the Joint Management Committee. Failure to ratify such an amendment within 90 days renders it void.

6.3 Operating Memoranda; Purpose. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the rights and obligations of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the performance details for those items covered in general terms under this Agreement. If, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements (the "Operating Memoranda(um)") approved by the Parties which, after execution, will

be attached to this Agreement as addenda and become a part hereof. No substantive changes to this Agreement may be accomplished via an Operating Memorandum.

6.4 Execution and Amendment of Operating Memoranda. The OC may determine that an Operating Memorandum, as defined in this Agreement, is desirable to assist in governing this Agreement and the Project. Operating Memoranda may be executed on behalf of the Parties by their respective General Managers. Notwithstanding, approval of any Operating Memorandum may be deferred to the Joint Management Committee or the governing bodies of each Party upon the request of any Party's General Manager. The Operating Memoranda may be amended after collaboration and recommendation of the Operating Committee or the Joint Management Committee and executed on behalf of the Parties by their respective General Managers. The Parties may only amend an Operating Memorandum in the same manner as the original.

6.5 Cooperation Regarding Grant Funding. The Parties further resolve to work collaboratively to maximize grant opportunities for the Project, and to respond to associated requests for information in a timely manner.

#### ARTICLE 7: SALE OF THE PROPERTY DURING TERM

7.1 Transfer. CSD agrees that it will not voluntarily sell, exchange, assign, or otherwise transfer ("Transfer"), or attempt to Transfer, title to the Property to any third party during the initial 30-year Term after the Notice of Construction Date.

7.2 Purchase Option. Thereafter, if CSD desires to Transfer the Property, it will (1) first offer CVWD the ability to purchase the Property at fair market value to be determined by an independent third-party consultant qualified in the wastewater or water industry; and (2) any eventual Transfer to a third-party must be made contingent upon the continuation of CVWD's contractual rights to use the Property through the Term of this Agreement.

7.2.1 CSD must give CVWD timely notice of its intent to Transfer the Property not less than 12 months before the end of any Term subsequent to the initial Term.

7.2.2 CVWD may have up to six months after a fair market value is determined to purchase of the Property, and CSD may only Transfer the Property to a third party after expiration of the six-month period or receipt of CVWD's written notice that it does not intend to purchase the Property. Upon CVWD's expression of intent to purchase the Property, CVWD must purchase the property within twelve months.

7.3 Survival. This Agreement survives any sale of the Property to a third-party during the Term. CVWD constitutes an intended third-party beneficiary to any agreement between CSD and a third party for the sale of the Property.

#### ARTICLE 8: INSURANCE

8.1 Each Party understands and acknowledges that the other is a public entity and is a member of an insurance pool, pursuant to a joint powers agreement, and the limits of liability under the agreement is set forth in the respective memoranda of coverage for each Party. Each Party agrees to accept the other's status as satisfactory compliance with their respective insurance requirements. In the event either Party decides to change its insurance status, it agrees to provide the other Party with 30 days' advance written notice of the effective date of this change in status. Thereafter, that Party agrees to provide the other with appropriate evidence of insurance coverage(s).

8.2 The Parties agree that it may be necessary to secure property damage coverage for the AWPf that is independent from that currently held by the Parties. The Joint Management Committee may make such recommendation to the respective Board of Directors for each Party. CVWD is responsible for acquiring and paying for any such insurance.

#### ARTICLE 9: AMENDMENT

9.1 This Agreement may be amended at any time by the written consent of the governing body of each Party hereto. Bases for amendment include, without limitation, changes related to the design, construction, operation, and funding of the Project.

#### ARTICLE 10: TERMINATION

10.1 *Term and Termination.* The Parties acknowledge the terms of the SRF Loan require this Agreement to be effective for at least 30 consecutive years, the anticipated life of the Project. This Agreement becomes effective as of the Effective Date and continue in full force and effect for a minimum term ("Term") of 30 years after the Notice of Completion Date, and, unless terminated, will automatically renew for successive five-year periods on the anniversary of the Notice of Completion Date. Except for non-payment of invoices, this Agreement may only be terminated if written notice of termination is provided not less than one year before the end of any Term. A 90-day notice of default for failure to pay invoices may be provided by a Party. If, following such 90-day notice, the invoice remains unpaid, this Agreement will automatically terminate except upon mutual written agreement ratified by the Board of Directors of both parties. Upon termination, this Agreement will continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the Project.

Notwithstanding the foregoing, a Party may pay an invoice under protest, and thereafter engage in the dispute resolution process set forth in this Agreement.

#### ARTICLE 11: SPECIAL PROVISIONS

11.1 *Release and Indemnity.* The Parties to this Agreement release each other and agree to hold each other harmless, as well as their governing boards, officers, agents, administrators and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each Party agrees to indemnify, defend and hold harmless the other Parties, governing boards, officers, agents, administrators and employees from any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage or any other loss caused by or arising out of that Party's performance or failure to perform the obligations assumed under this Agreement.

11.2 Survival. This Article 11 survives termination of this Agreement.

11.3 Dispute Resolution. If a dispute should arise, the General Manager or other executive-level manager for each Party will meet or teleconference to resolve the dispute within 25 calendar days of written notification of the dispute. Before such meeting or teleconference, the Party bringing the dispute will draft and submit to the other Party(ies) a written description, including any factual support, of the disputed mater. After receiving this written description, the other Party(ies) will provide a written response to such written description within a reasonable period of time, not to exceed 15 calendar days after receipt of the written description.

11.3.1 If no resolution of the dispute occurs at the meeting or teleconference and the dispute remains unresolved after 40 calendar days of written description of the dispute, the dispute will be elevated to the Joint Management Committee. The Parties' previously prepared written descriptions and responses must be submitted to the Joint Management Committee for its consideration, and a meeting of the Joint Management Committee must be duly noticed for no more than 70 calendar days after the initial written description of the dispute.

11.3.2 If no resolution of the dispute occurs at the meeting of the Joint Management Committee, the dispute will be elevated to a Joint meeting of the Board of Directors for each Party. The Parties' previously prepared written descriptions and responses must be submitted to the Board of Directors for each Party for its consideration, and Joint meeting of the Board of Directors for each Party must be duly noticed for no more than 60 calendar days after the initial written description of the dispute. If no resolution of the dispute occurs at the meeting of the Board of Directors for each Party and the dispute remains unresolved after 60 calendar days from receipt of the initial written description of the dispute, the Parties agree to submit the dispute to non-binding mediation by a mediator to be mutually selected by the disputing Parties. The costs of mediation will be shared equally by all Parties subject to the dispute. Any statute of limitations will be tolled from the time the matter is submitted to mediation until the mediation process has concluded.

11.3.3 In the event the dispute is not resolved by mediation, the dispute may be resolved by binding arbitration. The Parties must submit such dispute for binding arbitration in Santa Barbara County, California, before an arbitrator selected from Judicate West (or if it no longer exists, from the American Arbitration Association (AAA), of it that no longer exists, from JAMS, or if that no longer exists, from a similar arbitration organization.) Arbitration will be conducted in accordance with Judicate West's, or other chosen arbitration organizations, then current rules related to commercial arbitration. Judicate West's Commercial Arbitration Rules can be found at: <https://www.judicategwest.com/Services/DisplayPDF/127>.

11.3.4 The Parties have all rights to depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator must apply California law to the proceeding. The arbitrator has the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator must prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator or correct or vacate such award as provided by applicable law.

11.3.5 Notwithstanding the foregoing, nothing set forth in this Section requires mediation before commencing an action in equity seeking injunctive relief. All applicable statutes of limitation are tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

11.3.6 Nothing in this Section prohibits one or both Parties from seeking a special joint meeting of their governing boards to seek resolution of a dispute. A request for such meeting must be made upon 10-day written notice by one Party to the other or, if jointly requested, by mutual scheduling.

11.4 Force Majeure. Except as otherwise provided, the Parties are not liable for delays or failures in performance of their obligations under this Agreement that arise out of or result from causes beyond its or their control including, without limitation, the occurrence or threat of the following: an act of public enemy; an act of civil or military authorities; a fire, flood, earthquake or other disaster, natural or otherwise; an explosion; a declared or undeclared war or act of terrorism; an epidemic or pandemic; a national or state emergency; a strike or a lockout, other than strikes or lockouts of the Parties' employees; a riot or civil unrest; a freight embargo; delays of common carriers; acts or orders of governmental authorities, except for acts or orders of the Parties; impact of governmental statutes, regulations, permits or orders imposed or issued after the Effective Date; unavailability of required third-party labor or materials; inability to acquire or retain qualified employees to operate the Project; inability to obtain funding due to a financial crisis; a regulatory agency's failure to issue a required permit or other approval despite submittal of a complete application; litigation involving either the Property or the Project not initiated by the Parties; and any other events or circumstances not within the reasonable control of the affected Party whether similar or dissimilar to any of the foregoing ("Force Majeure Event(s)"). A Force Majeure Event is considered to have ended when the Parties can reasonably and safely resume their respective obligations and efforts under this Agreement.

11.5 Choice of Law. This Agreement must in all respects be interpreted, enforced and governed by and under the laws of the State of California. The Parties agree that the venue of any action, proceeding or counterclaim is the County of Santa Barbara.

11.6 Notice. Notices required or permitted by this Agreement are sufficiently given if made in writing and delivered personally or by registered or certified mail, postage prepaid, to the Parties as follows:

CVWD:  
Carpinteria Valley Water District  
1301 Santa Ynez Ave.  
Carpinteria, CA 93013  
Attn: General Manager

CSD:  
Carpinteria Sanitary District  
5300 6<sup>th</sup> Street

Carpinteria, CA 93013  
Attn: General Manager

11.7 Headings. The article and section headings in this Agreement are for reference only and do not define or interpret any provision hereof.

11.8 Severability. If any provisions of this Agreement are invalid or unenforceable, the remainder of this Agreement is not affected thereby, and each provision of this Agreement is valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

11.9 Counterparts. This Agreement may be executed in identical counterparts, each of which must be an original, but all of which taken together constitutes one and the same Agreement.

11.10 Cooperative Drafting. This Agreement was drafted through a cooperative effort of CSD and CVWD, each of which have had an opportunity to have the Agreement reviewed and revised by legal counsel. No one Party will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be constructed against the drafting Party may apply to the interpretation and enforcement of this Agreement.

11.11 Entire Agreement. Except as otherwise provided in this Agreement, this Agreement constitutes the full and complete Agreement of the Parties.

11.12 Separating Writings, Exhibits, Appendices. The following constitute a part of this Agreement and are incorporated into this Agreement by reference:

- a. Lease Agreement.
- b. Operations Agreement.

11.13 Waiver. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) is effective unless it is in writing and signed by the Party making the waiver; (2) may be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) is deemed to constitute a continuing waiver unless the writing expressly so states.

11.14 No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any Party, nor shall any provision give any third person any right of subrogation or action over or against any Party.

11.15 Authorization. The legislative bodies of the Parties have each authorized execution of this Agreement, as evidenced by the signatures below.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials thereof on the dates indicated below.

CARPINTERIA VALLEY WATER DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: \_\_\_\_\_  
CASE VAN WINGERDEN  
PRESIDENT, BOARD OF DIRECTORS

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
BOB MCDONALD, BOARD SECRETARY

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CARI ANN POTTS, GENERAL COUNSEL

DATE: \_\_\_\_\_

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



CARPINTERIA SANITARY DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: \_\_\_\_\_  
MIKE MODUGNO  
PRESIDENT, BOARD OF DIRECTORS

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KIM GARCIA, BOARD CLERK

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
KARL H. BERGER, GENERAL COUNSEL

DATE: \_\_\_\_\_

DRAFT



**REGULAR MEETING  
OF THE  
CACHUMA OPERATION AND MAINTENANCE BOARD**

**Monday, November 13, 2023  
1:00 P.M.**

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**HOW TO OBSERVE THE MEETING**

Join by Teleconference or Attend in Person

*COMB follows Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH) and local public health guidelines with respect to COVID-19 protocols and masking requirements, based on local conditions and needs. COMB will have available masks for use during public meetings.*

Members of the public may observe the meeting electronically as set forth below.

**Join via Video Conference**

<https://us02web.zoom.us/j/82752531699?pwd=RGxWZzNDZUzQ2JlYnhPbWVhWVhdyZz09>

Passcode: 320689

**Join via Teleconference**

US +1 669 900 6833    Webinar ID: 827 5253 1699    Passcode: 320689

**HOW TO MAKE A PUBLIC COMMENT**

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

**In person:** Those observing the meeting in person may make comments during designated public comment periods.

**By Video:** Those observing the meeting by video may make comments during designated public comment periods using the “raise hand” feature. Commenters will be required to unmute their respective microphone when providing comments.

**By Telephone:** Those observing the meeting by telephone may make comments during the designated public comment periods by pressing \*9 on the key pad to indicate such interest. Commenters will be prompted to press \*6 to unmute their respective telephone when called upon to speak.

**AMERICANS WITH DISABILITIES ACT**

In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

**REGULAR MEETING  
OF THE CACHUMA OPERATION AND MAINTENANCE BOARD**  
*held at*  
**3301 Laurel Canyon Road  
Santa Barbara, CA 93105**

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**Monday, November 13, 2023**

**1:00 PM**

**AGENDA**

**NOTICE:** This Meeting shall be conducted in-person and through remote access as authorized and in accordance with Government Code section 54953, AB 361 and AB 2449.

- 1. CALL TO ORDER, ROLL CALL**
- 2. PUBLIC COMMENT** *(Public may address the Board on any subject matter within the Board's jurisdiction. See "Notice to the Public" below.)*
- 3. CONSENT AGENDA** *(All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)*  
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board
  - a. Minutes of October 23, 2023 Regular Board Meeting
  - b. Investment of Funds
    - Financial Reports
    - Investment Reports
  - c. Review of Paid Claims
- 4. FINANCIAL REVIEW – 1<sup>ST</sup> QUARTER FISCAL YEAR 2023-24**  
Action: Receive and file information on the 1<sup>ST</sup> Quarter Fiscal Year 2023-24 Financial Review
- 5. LICENSE AGREEMENT – U.S. BUREAU OF RECLAMATION**  
Action: Recommend approval by motion and roll call vote of the Board
- 6. RESOLUTION NO. 794 – RATIFICATION OF EXPENDITURES FOR RENTAL EQUIPMENT**  
Action: Recommend adoption by motion and roll call vote of the Board
- 7. GENERAL MANAGER REPORT**  
Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:
  - Administration
  - Virtual Meetings
- 8. ENGINEER AND OPERATIONS DIVISION REPORT**  
Receive verbal information from the COMB Engineer, including but not limited to, the following:
  - Lake Cachuma Operations
  - Operation and Maintenance Activities

**9. FISHERIES DIVISION REPORT**

Receive verbal information from the Fisheries Division Manager, including, but not limited to the following:

- LSYR Steelhead Monitoring Elements
- Surcharge Water Accounting
- Reporting/Outreach/Training

**10. MONTHLY CACHUMA PROJECT REPORTS**

Receive information regarding the Cachuma Project, including but not limited to the following:

- a. Cachuma Reservoir Current Conditions
- b. Lake Cachuma Quagga Survey

**11. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING**

**12. MEETING SCHEDULE**

- **Regular Board Meeting – December 18, 2023 at 1:00 PM**
- **Board Packages available on COMB website [www.cachuma-board.org](http://www.cachuma-board.org)**

**13. COMB ADJOURNMENT**

**NOTICE TO PUBLIC**

**Posting of Agenda:** This agenda was posted at COMB's offices, located at 3301 Laurel Canyon Road, Santa Barbara, California, 93105 and on COMB's website, in accordance with Government Code Section 54954.2. The agenda contains a brief general description of each item to be considered by the Governing Board. The Board reserves the right to modify the order in which agenda items are heard. Copies of staff reports or other written documents relating to each item of business are on file at the COMB offices and are available for public inspection during normal business hours. A person with a question concerning any of the agenda items may call COMB's General Manager at (805) 687-4011.

**Written materials:** In accordance with Government Code Section 54957.5, written materials relating to an item on this agenda which are distributed to the Governing Board less than 72 hours (for a regular meeting) or 24 hours (for a special meeting) will be made available for public inspection at the COMB offices during normal business hours. The written materials may also be posted on COMB's website subject to staff's ability to post the documents before the scheduled meeting.

**Public Comment:** Any member of the public may address the Board on any subject within the jurisdiction of the Board. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

**Note:** If you challenge in court any of the Board's decisions related to the listed agenda items you may be limited to raising only those issues you or someone else raised at any public hearing described in this notice or in written correspondence to the Governing Board prior to the public hearing.



A Special Meeting of the  
**BOARD OF DIRECTORS  
OF THE  
CENTRAL COAST WATER AUTHORITY**

will be held at 4:00 p.m., on Monday, November 27, 2023  
at 255 Industrial Way, Buellton, California  
and

Rincon Room, 1021 Anacapa Street, Santa Barbara, California

Members of the public may participate by video call or telephone via  
URL: <https://meetings.ringcentral.com/j/1473914767>  
or by dialing (623) 404-9000 and entering access Code/Meeting ID: 147 391 4767 #

Eric Friedman  
Chairman  
Jeff Clay  
Vice Chairman  
Ray A. Stokes  
Executive Director

Brownstein Hyatt  
Farber Schreck  
General Counsel

*Member Agencies*

City of Buellton  
Carpinteria Valley  
Water District  
City of Guadalupe  
City of Santa Barbara  
City of Santa Maria  
Goleta Water District  
Montecito Water District  
Santa Ynez River Water  
Conservation District,  
Improvement District #1  
*Associate Member*  
La Cumbre Mutual  
Water Company

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at [lfw@ccwa.com](mailto:lfw@ccwa.com) no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

- I. Call to Order and Roll Call**
- II. Public Comment – (Any member of the public may address the Board relating to any matter within the Board’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)**
- III. Closed Session**
  - A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code section 54956.9(d)(4): 2 cases
- IV. Return to Open Session**
  - A. Report on Closed Session Actions
- V. Date of Next Regular Meeting: January 25, 2024**
- VI. Adjournment**

255 Industrial Way  
Buellton, CA 93427  
(805) 688-2292  
Fax (805) 686-4700  
[www.ccwa.com](http://www.ccwa.com)

\* Indicates attachment of document to original agenda packet.

A handwritten signature in blue ink is located in the bottom right corner of the page. Below the signature, the number "#51356\_1" is written in blue ink.

**CARPINTERIA VALLEY WATER DISTRICT**  
**WATER SALES BUDGET & ACTUAL / WATER PRODUCED & PURCHASED**

**September-23**

(IN ACRE FEET)		M & I BUDGET TO DATE	575
2023-2024 M & I BUDGET	1,704	M & I SALES TO DATE	<u>502</u>
2023-2024 AG BUDGET	<u>1,961</u>		<b>(73)</b>
2023-2024 TOTAL BUDGET	3,665	AG BUDGET TO DATE	764
		AG SALES TO DATE	<u>628</u>
			<b>(136)</b>
TOTAL PRODUCED TO DATE	366	TOTAL BUDGET TO DATE	1,339
TOTAL PURCHASED TO DATE	<u>802</u>	TOTAL SALES TO DATE	<u>1,130</u>
	<b>1,168</b>		<b>(209)</b>

<b>2023-2024 FISCAL YEAR</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>
M & I BUDGET	190	195	190	150	115	95	100	105	98	120	155	191
M & I WATER SALES	<b>166</b>	<b>169</b>	<b>167</b>									
AG BUDGET	239	260	265	205	140	95	96	95	99	107	163	197
AG WATER SALES	<b>207</b>	<b>204</b>	<b>217</b>									
TOTAL BUDGET	429	455	455	355	255	190	196	200	197	227	318	388
<b>TOTAL SALES</b>	<b>373</b>	<b>373</b>	<b>384</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
PRODUCED WATER (Groundwater)	96	156	114									
PURCHASED WATER	324	232	246									
<b>TOTAL</b>	<b>420</b>	<b>388</b>	<b>360</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# Carpinteria Valley Water District

## Statement of Change in Net Position

(unaudited)

For Fiscal: 2023-2024 Period Ending: 09/30/2023

		<b>% Year Completed: 25%</b>				
		Original	Current	Year to Date	Budget	%
		Total Budget	Total Budget	Activity	Remaining	Used
<b>Category: 40 - WATER SALES</b>						
01-4000	RESIDENTIAL WATER SALES	2,700,494	2,700,494	626,995	2,073,499	23.2%
01-4001	COMMERCIAL WATER SALES	499,063	499,063	112,908	386,155	22.6%
01-4002	INDUSTRIAL WATER SALES	112,246	112,246	31,868	80,378	28.4%
01-4003	PUBLIC AUTHORITY WATER SALES	197,962	197,962	78,176	119,786	39.5%
01-4004	IRRIGATION WATER SALES	1,881,941	1,881,941	530,181	1,351,760	28.2%
01-4005	BASIC SERVICE CHARGES	718,444	718,444	169,880	548,564	23.6%
01-4006	SWP SERVICE CHARGES	3,134,913	3,134,913	711,831	2,423,082	22.7%
01-4007	CAPITAL IMPROVEMENT PROJECT	4,254,292	4,254,292	1,039,762	3,214,530	24.4%
01-4008	DWELLING UNIT EQUIV CHARGE (SWP DEQ)	-	-	(66,910)	66,910	0.0%
01-4009	LIFE CREDITS	(39,000)	(39,000)	(6,991)	(32,009)	17.9%
01-4010	RESIDENTIAL EQUIVALENCY FEE	135,548	135,548	19,210	116,338	14.2%
01-4011	DROUGHT SURCHARGE MTR	466,043	466,043	(7,355)	473,398	-1.6%
01-4012	DROUGHT SURCHG VOLUME	237,821	237,821	114,993	122,828	48.4%
01-4013	AG FIXED O&M	931,421	931,421	208,782	722,639	22.4%
<b>Category: 40 - WATER SALES Total:</b>		<b>15,231,188</b>	<b>15,231,188</b>	<b>3,563,331</b>	<b>11,667,857</b>	<b>23.4%</b>
<b>Category: 41 - CAPITAL RECOVERY FEES</b>						
01-4100	CAPITAL RECOVERY	150,000	150,000	-	150,000	0.0%
<b>Category: 41 - CAPITAL RECOVERY FEES Total:</b>		<b>150,000</b>	<b>150,000</b>	<b>-</b>	<b>150,000</b>	<b>0.0%</b>
<b>Category: 42 - FIRE PROTECTION</b>						
01-4200	FIRE PROTECTION	180,312	180,312	60,927	119,385	33.8%
<b>Category: 42 - FIRE PROTECTION Total:</b>		<b>180,312</b>	<b>180,312</b>	<b>60,927</b>	<b>119,385</b>	<b>33.8%</b>
<b>Category: 43 - OTHER REVENUE</b>						
01-4300	MISCELLANEOUS SERVICE	85,000	85,000	24,677	60,323	29.0%
01-4310	OTHER REVENUE	139,415	139,415	1,319	138,096	0.9%
01-4314	GSA PERS COSTS REIMB	100,000	100,000	24,000	76,000	24.0%
<b>Category: 43 - OTHER REVENUE Total:</b>		<b>324,415</b>	<b>324,415</b>	<b>49,996</b>	<b>274,419</b>	<b>15.4%</b>
<b>Category: 44 - OVERHEAD CHG TO CUSTOMER</b>						
01-4450	OVERHEAD REVENUE	50,000	50,000	892	49,108	1.8%
<b>Category: 44 - OVERHEAD CHG TO CUSTOMER Total:</b>		<b>50,000</b>	<b>50,000</b>	<b>892</b>	<b>49,108</b>	<b>1.8%</b>
<b>Category: 45 - INT REV - NON OPERATING</b>						
01-4500	INTEREST REVENUE	120,000	120,000	105,207	14,793	87.7%
01-4501	INTEREST REVENUE-CIP	5,100	5,100	-	5,100	0.0%
<b>Category: 45 - INT REV - NON OPERATING Total:</b>		<b>125,100</b>	<b>125,100</b>	<b>105,207</b>	<b>19,893</b>	<b>84.1%</b>
<b>TOTAL REVENUE</b>		<b>16,061,015</b>	<b>16,061,015</b>	<b>3,780,352</b>	<b>12,280,663</b>	<b>23.5%</b>

**% Year Completed: 25%**

	Original Total Budget	Current Total Budget	Year to Date Activity	Budget Remaining	% Used	
<b>Category: 60 - PERSONNEL</b>						
01-540-6001	MAINT OF WELLS-LABOR	88,329	88,329	20,875	75,767	23.6%
01-550-6001	WTR TSTS & TRTMNT-WELLS-LABOR	88,225	88,225	20,436	75,283	23.2%
01-550-6004	ELECTRICAL/INSTRUMTN- LABOR	32,652	32,652	873	32,137	2.7%
01-560-6001	ENGINEERING OFFICE LABOR	221,621	221,621	43,607	194,349	19.7%
01-560-6002	ENGINEERING-VAC, SICK & HOLIDY	92,866	92,866	14,986	83,334	16.1%
01-560-6003	FIELD OFFICE LABOR	148,429	148,429	33,976	126,171	22.9%
01-560-6004	FIELD-SICK LV, VAC, HOLIDAYS	136,333	136,333	22,382	117,984	16.4%
01-560-6005	FIELD - STANDBY TIME	67,000	67,000	16,270	56,650	24.3%
01-560-6006	VEHICLE MAINTENANCE LABOR	10,766	10,766	106	10,660	1.0%
01-560-6007	MAINT. OF MAINS & HYDS-LABOR	172,717	172,717	35,760	148,892	20.7%
01-560-6008	MAINT OF METERS & SERV- LABOR	138,178	138,178	16,388	127,719	11.9%
01-560-6009	MAINT. OF PUMPING EQUIP. LABOR	20,072	20,072	687	20,072	3.4%
01-560-6010	UTILITY SERVICE ALERT-LABOR	16,257	16,257	3,849	14,099	23.7%
01-560-6011	CROSS CONNECTION LABOR	12,310	12,310	2,096	11,015	17.0%
01-560-6012	ENGINEERING FIELD LABOR	74,861	74,861	13,873	65,991	18.5%
01-560-6013	MAINT TANKS & RESERVOIRS-LABOR	12,549	12,549	25	12,524	0.2%
01-570-6001	OFFICE OF GEN'L MANAGER-LABOR	182,521	182,521	39,239	155,300	21.5%
01-570-6002	OFFICE OF GM-VAC, SICK & HOLDY	30,697	30,697	12,864	21,822	41.9%
01-570-6003	SALARY OFFICE	654,000	654,000	147,916	566,513	22.6%
01-570-6004	OFFICE-SICK LV, VAC, HOLIDAYS	138,411	138,411	20,099	123,866	14.5%
01-570-6005	DIRECTORS FEES	18,540	18,540	4,030	16,160	21.7%
01-570-6006	EMPLOYEES RETIREMENT	247,171	247,171	42,410	223,141	17.2%
01-570-6007	DEFERRED COMP-EMPLOYEES	44,827	44,827	7,589	39,967	16.9%
01-570-6008	EMPLOYEES GROUP INS.	443,000	443,000	76,352	396,860	17.2%
01-570-6009	EMPLOYEES-FICA-SOCIAL SECURITY	164,695	164,695	38,646	139,556	23.5%
01-570-6010	WORKERS COMP. INSURANCE	66,950	66,950	8,287	66,950	12.4%
01-570-6011	EMPLOYEES SAFETY SHOES	5,000	5,000	-	5,000	0.0%
01-570-6012	EMPLOYEES PHYSICALS	3,000	3,000	441	3,000	14.7%
01-570-6013	COMPENSATED ABSENCES	60,000	60,000	-	60,000	0.0%
01-570-6014	EMPLOYEE ED & TRAINING REGISTRATION	30,282	30,282	2,394	30,187	7.9%
01-570-6015	TRAINING/SEMINARS-LABOR	59,789	59,789	15,741	49,593	26.3%
01-570-6016	MAINTENANCE OF PLANT-LABOR	22,920	22,920	1,446	22,920	6.3%
01-570-6017	PUBLIC INFORMATION-LABOR	11,398	11,398	3,998	8,699	35.1%
01-570-6019	WTR CONS BMP 12-CONS CRDTR LBR	63,964	63,964	13,781	55,318	21.5%
01-570-6020	TEMPORARY LABOR	12,875	12,875	-	12,875	0.0%
01-570-6022	UNEMPLOYMENT INSURANCE	8,000	8,000	-	8,000	0.0%
01-570-6206	VEHICLE ALLOWANCE	6,000	6,000	1,300	4,700	21.7%
01-580-6001	METER READING & ORDERS LABOR	51,257	51,257	6,444	46,863	12.6%
<b>Category: 60 - PERSONNEL Total:</b>		<b>3,658,462</b>	<b>3,658,462</b>	<b>689,166</b>	<b>3,229,939</b>	<b>18.8%</b>
<b>Category: 61 - GENERAL OPERATING</b>						
01-570-6100	OFFICE EXPENSE & SUPPLIES	15,000	15,000	6,121	13,627	40.8%
01-570-6101	COMPUTER SYSTEM MAINT	82,040	82,040	20,790	73,002	25.3%
01-570-6102	DUES, SUBSCR, AND LIC	27,316	27,316	7,066	23,511	25.9%
01-570-6103	EMPLOYEE TRAVEL (fy19 ee dues trvl misc)	20,000	20,000	591	20,565	3.0%
01-570-6104	MISC OFFICE EXPENSE	1,000	1,000	1,523	(523)	152.3%
01-570-6105	PUBLIC INFORMATION EXPENSE	20,000	20,000	2,148	18,496	10.7%
01-570-6106	ADVERTISING	6,000	6,000	3,890	2,643	64.8%
01-570-6107	MEETINGS & EVENTS	3,090	3,090	-	3,090	0.0%
01-570-6108	BOARD MEETINGS AND SUPPLIES	7,000	7,000	342	6,894	4.9%
01-570-6109	MGMNT. MEETING SUPPLIES	3,605	3,605	412	3,526	11.4%
01-570-6110	EMPLOYEE RELATIONS EXP	2,627	2,627	850	2,511	32.4%
01-570-6111	SOFTWARE MAINTENANCE	68,040	68,040	9,803	62,397	14.4%
01-570-6112	INCODE MAINTENANCE	57,960	57,960	10,623	50,878	18.3%
01-570-6113	OFFICE EQUIPMENT LEASES	18,540	18,540	4,252	15,138	22.9%
01-570-6114	CUSTOMER BILLING EXPENSES	97,850	97,850	41,018	76,820	41.9%
01-570-6115	BANK AND FINANCE FEES EXP	31,930	31,930	6,457	30,780	20.2%
01-570-6116	BOARD MEMBER TRAINING	5,253	5,253	102	5,236	1.9%
01-570-6119	CYBERSECURITY INSURANCE	15,000	15,000	708	14,528	4.7%
<b>Category: 61 - GENERAL OPERATING Total:</b>		<b>482,250</b>	<b>482,250</b>	<b>116,695</b>	<b>423,119</b>	<b>24.2%</b>



**% Year Completed: 25%**

	Original Total Budget	Current Total Budget	Year to Date Activity	Budget Remaining	% Used	
<b>Category: 62 - UTILITY</b>						
01-540-6200	PWR & TEL FOR PMPNG-PMP STN	189,041	189,041	50,765	158,313	26.9%
01-540-6201	PWR & TEL FOR PMP-WELLS	134,365	134,365	51,273	98,879	38.2%
01-570-6200	UTILITY-ELECTRIC	7,622	7,622	3,383	5,392	44.4%
01-570-6201	UTILITY-GAS	3,500	3,500	135	3,434	3.8%
01-570-6202	UTILITY-TELEPHONE	40,000	40,000	9,600	36,740	24.0%
01-570-6203	UTILITY-WASTE DISPOSAL	3,677	3,677	819	3,131	22.3%
01-570-6204	OTHER UTILITIES	876	876	-	876	0.0%
01-570-6208	SECURITY	3,605	3,605	24	3,605	0.7%
<b>Category: 62 - UTILITY Total:</b>		<b>382,686</b>	<b>382,686</b>	<b>115,997</b>	<b>310,370</b>	<b>30.3%</b>
<b>Category: 63 - PROFESSIONAL SERVICES</b>						
01-560-6300	ENGINEERING PROFESSIONAL SERVICES	65,000	65,000	10,215	54,785	15.7%
01-560-6301	GROUNDWATER PROFESSIONAL SVCS	10,506	10,506	900	9,606	8.6%
01-560-6306	SIEMENS O&M SERVICES	36,641	36,641	-	36,641	0.0%
01-570-6300	AUDITORS FEES	35,000	35,000	20,463	35,000	58.5%
01-570-6301	LEGAL SERVICES	77,250	77,250	15,542	66,908	20.1%
01-570-6303	ADMIN PROFESSIONAL SERVICES	65,000	65,000	2,151	62,850	3.3%
01-570-6305	LEGAL-LABOR NEGOTIATOR	15,000	15,000	1,458	15,000	9.7%
<b>Category: 63 - PROFESSIONAL SERVICES Total:</b>		<b>304,397</b>	<b>304,397</b>	<b>50,727</b>	<b>280,789</b>	<b>16.7%</b>
<b>Category: 65 - REPAIR &amp; MAINTENANCE</b>						
01-540-6500	MAINT. OF PUMPING EQUIP.	22,678	22,678	4,346	18,332	19.2%
01-540-6501	MAINTENANCE OF WELLS	32,819	32,819	6,022	29,006	18.4%
01-560-6500	MAINT OF VEHICLES & EQUIPMENT	29,118	29,118	15,910	17,347	54.6%
01-560-6501	MAINT OF MAINS & HYDRANTS	154,825	154,825	11,152	149,136	7.2%
01-560-6502	MAINT OF TANKS & RESERVOIRS	15,000	15,000	-	15,000	0.0%
01-560-6503	MAINT OF METERS & SERVICES	95,000	95,000	99,990	(3,027)	105.3%
01-560-6504	MAINT OF SCADA EQUIPMENT	28,050	28,050	13,363	15,362	47.6%
01-560-6505	METER READING CELLULAR CHGS	41,000	41,000	-	41,000	0.0%
01-570-6205	FLEET FUEL & MAINTENANCE	36,771	36,771	8,389	31,033	22.8%
01-570-6207	EQUIPMENT FUEL	7,000	7,000	1,700	5,300	24.3%
01-570-6500	MAINT-OFFICE,PLANT & SITES	64,717	64,717	15,648	59,164	24.2%
<b>Category: 65 - REPAIR &amp; MAINTENANCE Total:</b>		<b>526,977</b>	<b>526,977</b>	<b>176,521</b>	<b>377,652</b>	<b>33.5%</b>
<b>Category: 66 - OPERATION EXPENSE</b>						
01-520-6600	PURCHASED WATER	240,680	240,680	34,882	218,219	14.5%
01-520-6601	RENEWAL FUND-CACHUMA PROJECT	8,364	8,364	4,259	5,525	50.9%
01-560-6600	ENGINEERING OTHER SUPPL & EXP	10,000	10,000	5,459	9,976	54.6%
01-560-6601	CLOUD SEEDING	13,366	13,366	1,569	12,320	11.7%
01-560-6602	UNIFORMS EXPENSE	13,000	13,000	-	13,000	0.0%
01-560-6603	SAFETY SUPPLIES & EQUIPMENT	15,294	15,294	7,643	11,740	50.0%
01-560-6604	MINOR TOOLS & EQUIPMENT	23,577	23,577	5,320	3,247	22.6%
01-560-6606	UTILITY SERVICE ALERT	2,800	2,800	1,395	1,511	49.8%
01-570-6600	FLEET VEHICLE LEASE EXPENSE	110,313	110,313	21,374	95,772	19.4%
01-570-6610	MATERIAL INV SHORT-LONG	-	-	(278)	139	0.0%
01-570-6620	METER INV SHORT-LONG	-	-	546	139	0.0%
<b>Category: 66 - OPERATION EXPENSE Total:</b>		<b>437,394</b>	<b>437,394</b>	<b>82,169</b>	<b>371,588</b>	<b>18.8%</b>
<b>Category: 67 - ST WATER POWER &amp; CHEM</b>						
01-520-6700	CCWA-VARIABLE	-	-	4,523	(13,732)	0.0%
01-520-6701	DWR-VARIABLE	94,586	94,586	6,954	94,586	7.4%
<b>Category: 67 - ST WATER POWER &amp; CHEM Total:</b>		<b>94,586</b>	<b>94,586</b>	<b>11,477</b>	<b>80,854</b>	<b>12.1%</b>
<b>Category: 68 - WATER TREAT &amp; TESTING</b>						
01-550-6800	TREATMENT - CATER PLANT	1,909,035	1,909,035	269,149	1,628,382	14.1%
01-550-6801	WATER QUALITY ANALYSIS	30,000	30,000	3,329	27,281	11.1%
01-550-6802	TREATMENT - WELLS	57,255	57,255	17,348	44,982	30.3%
01-550-6803	CHLORINATION-ORTEGA/CARP RSRVR	43,697	43,697	10,370	36,450	23.7%
01-550-6805	TESTING - PRODUCTION METERS	10,187	10,187	-	10,187	0.0%
<b>Category: 68 - WATER TREAT &amp; TESTING Total:</b>		<b>2,050,174</b>	<b>2,050,174</b>	<b>300,196</b>	<b>1,747,282</b>	<b>14.6%</b>
<b>Category: 69 - OPERATING</b>						
01-530-6900	COMB-OPERATING EXPENSE	456,504	456,504	93,249	394,338	20.4%
01-530-6903	COMB-SAFETY OF DAM (M&I)	34,407	34,407	8,602	28,672	25.0%
01-530-6907	COMB FISHERIES	146,339	146,339	48,823	113,790	33.4%
<b>Category: 69 - OPERATING Total:</b>		<b>637,250</b>	<b>637,250</b>	<b>150,674</b>	<b>536,801</b>	<b>23.6%</b>

**% Year Completed: 25%**

	Original Total Budget	Current Total Budget	Year to Date Activity	Budget Remaining	% Used	
<b>Category: 70 - OTHER EXPENSE</b>						
01-510-7000	CCWA-OPERATING EXPENSE	710,105	710,105	177,157	594,715	24.9%
01-550-7000	PERMITTING FEES	43,619	43,619	9,310	39,019	21.3%
01-570-7000	LAFCO	12,360	12,360	4,896	10,892	39.6%
01-570-7001	INSURANCE GENERAL	82,400	82,400	24,203	66,265	29.4%
01-580-7000	UNCOLLECTABLE ACCOUNTS	15,000	15,000	-	15,000	0.0%
<b>Category: 70 - OTHER EXPENSE Total:</b>		<b>863,484</b>	<b>863,484</b>	<b>215,566</b>	<b>725,891</b>	<b>25.0%</b>
<b>Category: 71 - WATER CONSERVATION</b>						
01-570-7100	WTR CONS BMP 1-WTR SRVY PRG	2,500	2,500	-	2,500	0.0%
01-570-7101	WTR CONS BMP 3 RESIDENTIAL	5,000	5,000	-	5,000	0.0%
01-570-7102	WTR CONS BMP 5 LANDSCAPE (CII)	5,000	5,000	-	5,000	0.0%
01-570-7103	WTR CONS BMP 2.1 PUBLIC INF	21,321	21,321	7,349	14,870	34.5%
01-570-7104	WTR CONS BMP 2.2 SCHOOL EDUC	1,545	1,545	198	1,347	12.8%
01-570-7105	WTR CONS BMP 4 CII	3,000	3,000	-	3,000	0.0%
01-570-7108	WTR CONS BMP 1.4 WTR LOSS CTRL	2,060	2,060	-	2,060	0.0%
01-570-7109	CONSERVATION PROGRAM EXPENSE	2,060	2,060	217	1,843	10.5%
01-570-7110	Wtr Cons BMP A3A-On Farm Evals	2,575	2,575	-	2,575	0.0%
01-570-7111	Wtr Cons BMP B3-On Farm Improv	2,575	2,575	-	2,575	0.0%
01-570-7112	WTR CONS DISTRICT MEMBERSHIP DUES	3,467	3,467	787	2,942	22.7%
<b>Category: 71 - WATER CONSERVATION Total:</b>		<b>51,103</b>	<b>51,103</b>	<b>8,551</b>	<b>43,713</b>	<b>16.7%</b>
<b>Category: 73 - DEBT SERVICE</b>						
01-510-7300	CCWA-SOURCE OF SUPPLY (DWR)	2,174,810	2,174,810	516,150	1,830,710	23.7%
01-599-7304	INTEREST EXPENSE-CATER SRF	12,501	12,501	2,788	10,642	22.3%
01-599-7308	INTEREST EXP-2016A REV BONDS	238,750	238,750	56,687	200,958	23.7%
01-599-7309	SIEMENS LEASE - INTEREST	124,984	124,984	31,838	103,681	25.5%
01-599-7310	INTEREST EXPENSE - 2020A	825,625	825,625	203,813	689,750	24.7%
01-599-7311	INTEREST EXPENSE - 2020B	132,314	132,314	33,079	110,262	25.0%
10-599-7312	INTEREST EXPENSE - 2020C	75,500	75,500	18,750	63,000	24.8%
<b>Category: 73 - DEBT SERVICE Total:</b>		<b>3,584,484</b>	<b>3,584,484</b>	<b>863,104</b>	<b>3,009,003</b>	<b>24.1%</b>
<b>TOTAL EXPENSES</b>		<b>13,073,247</b>	<b>13,073,247</b>	<b>2,780,841</b>	<b>11,137,000</b>	<b>21.27%</b>
<b>NET OPERATING REVENUE</b>		<b>2,987,768</b>	<b>2,987,768</b>	<b>999,511</b>	<b>1,143,663</b>	<b>33.45%</b>

	Original Total Budget	Current Total Budget	Year to Date Activity	Budget Remaining	% Used	
<b>REPORT SUMMARY</b>						
40 - WATER SALES	15,231,188	15,231,188	3,563,331	11,667,857	23.4%	
41 - CAPITAL RECOVERY FEES	150,000	150,000	-	150,000	0.0%	
42 - FIRE PROTECTION	180,312	180,312	60,927	119,385	33.8%	
43 - OTHER REVENUE	324,415	324,415	49,996	274,419	15.4%	
44 - OVERHEAD CHG TO CUSTOMER	50,000	50,000	892	49,108	1.8%	
45 - INT REV - NON OPERATING	125,100	125,100	105,207	19,893	84.1%	
60 - PERSONNEL	3,658,462	3,658,462	689,166	3,229,939	18.8%	
61 - GENERAL OPERATING	482,250	482,250	116,695	423,119	24.2%	
62 - UTILITY	382,686	382,686	115,997	310,370	30.3%	
63 - PROFESSIONAL SERVICES	304,397	304,397	50,727	280,789	16.7%	
65 - REPAIR & MAINTENANCE	526,977	526,977	176,521	377,652	33.5%	
66 - OPERATION EXPENSE	437,394	437,394	82,169	371,588	18.8%	
67 - ST WATER POWER & CHEM	94,586	94,586	11,477	80,854	12.1%	
68 - WATER TREAT & TESTING	2,050,174	2,050,174	300,196	1,747,282	14.6%	
69 - OPERATING	637,250	637,250	150,674	536,801	23.6%	
70 - OTHER EXPENSE	863,484	863,484	215,566	725,891	25.0%	
71 - WATER CONSERVATION	51,103	51,103	8,551	43,713	16.7%	
73 - DEBT SERVICE	3,584,484	3,584,484	863,104	3,009,003	24.1%	
<b>NET OPERATING REVENUE</b>		<b>2,987,768.46</b>	<b>2,987,768.46</b>	<b>999,511.12</b>	<b>1,143,663</b>	<b>33.45%</b>



# Carpinteria Valley Water District

## Statement of Net Position

(unaudited)

As of: **9/30/2023**

	<b>Account</b>	<b>Name</b>	<b>Balance</b>	
<b>Assets</b>				
		Cash and Investments	15,545,476	
		Receivables	3,105,650	
		Inventories	560,478	
		Prepayments	2,327,415	
		Deposits	963,003	
		Intangibles, Net of Amort.	3,202,630	
		Property, Plant & Equip., Net of Depr.	41,298,887	
		Deferred Outflows	2,238,077	
		<b>Total Assets:</b>	<b>69,241,616</b>	<b><u>\$ 69,241,616</u></b>
<b>Liability</b>				
		Payables	1,475,156	
		Other Current Liabilities and Accrued Expenses	2,541,225	
		Long-Term Debt	34,543,046	
		Other Long-Term Liabilities	(766,100)	
		Deferred Inflows	2,790,890	
		<b>Total Liability:</b>	<b>40,584,216</b>	
<b>Equity</b>				
		Fund Balance	27,657,889	
		<b>Total Fund Balance:</b>	<b>27,657,889</b>	
		Total Revenue	3,780,352	
		Total Expense	2,780,841	
		<b>Revenues Over/Under Expenses</b>	<b>999,511</b>	
		<b>Total Equity and Current Surplus (Deficit):</b>	<b>28,657,400</b>	
		<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>\$ 69,241,616</u></b>

## Engineering Monthly Report

Proj No.	Name	Status	% Done this month	% Done	Completi on Date
1	Website Updates	<p><b>CVWD.net:</b> Information posted in the Latest News Section include: <a href="#">Scheduled Main Line Shut-down (11/7/23)</a> and <a href="#">availability of customer allocations</a> via <a href="#">Customer Allocation Lookup webpage</a>. Board and Committee meeting dates and corresponding agenda/board packet documents posted.</p> <p><b>CVWD.net/CAPP:</b> No new information/updates posted since last report.</p> <p><b>CarpGSA.org:</b> Latest News section updated with article, <a href="#">Estimated Groundwater Extraction in the Carpinteria Groundwater Basin</a>, published in November 16, 2023 edition of Coastal View News and <a href="#">announcement of public hearing</a> considering adoption of Carpinteria’s Groundwater Sustainability Plan (GSP). <a href="#">GSP webpage</a> updated with entire <a href="#">draft GSP document</a>.</p>	-	-	Ongoing
2	Water Conservation	<p>Community Outreach:</p> <ul style="list-style-type: none"> <li>• Continued Messaging via print and social media focus: Focus is on conservation as a way of life, fixing leaks, available rebates, and promoting EyeOnWater.</li> </ul> <p>Rebates</p> <ul style="list-style-type: none"> <li>• WaterWise Landscape Rebate: Zero (0) rebates thus far this fiscal year. Interest and inquiries, however, for rebate information continue.</li> <li>• Smart Rebates: Zero (0) rebate issued through the Smart Rebate Program for a weather-based irrigation controller since the last reporting period.</li> </ul>			

## Engineering Monthly Report

<p>3</p>	<p>Eye on Water</p>	<ul style="list-style-type: none"> <li>Continued timely notification of possible leaks identified by Beacon Continuous Flow/Leak Alert system to customers via phone call, email, letter or door tag. <b>EyeOnWater sign-ups are steady; ten (10) for October and another eight (8) thus far in November; totaling 540 customers signed up for the program; which is 12% of District customers. Below is a pie chart of the 540 accounts by class code.</b></li> </ul> <div style="text-align: center;"> <table border="1" style="margin: 10px auto;"> <caption>EYE ON WATER BY CODE CLASS</caption> <thead> <tr> <th>Code Class</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Residential</td> <td>56%</td> </tr> <tr> <td>Agriculture</td> <td>13%</td> </tr> <tr> <td>Multi Residential</td> <td>10%</td> </tr> <tr> <td>Public</td> <td>5%</td> </tr> <tr> <td>Multi Family</td> <td>5%</td> </tr> <tr> <td>Industrial</td> <td>3%</td> </tr> <tr> <td>Commerical</td> <td>3%</td> </tr> <tr> <td>Fire</td> <td>2%</td> </tr> <tr> <td>Landscape</td> <td>3%</td> </tr> <tr> <td>Water District.</td> <td>1%</td> </tr> <tr> <td>Hotel</td> <td>0%</td> </tr> </tbody> </table> </div>	Code Class	Percentage	Residential	56%	Agriculture	13%	Multi Residential	10%	Public	5%	Multi Family	5%	Industrial	3%	Commerical	3%	Fire	2%	Landscape	3%	Water District.	1%	Hotel	0%	<p>-</p>	<p>Ongoing</p>
Code Class	Percentage																											
Residential	56%																											
Agriculture	13%																											
Multi Residential	10%																											
Public	5%																											
Multi Family	5%																											
Industrial	3%																											
Commerical	3%																											
Fire	2%																											
Landscape	3%																											
Water District.	1%																											
Hotel	0%																											

## Engineering Monthly Report

4	LIVR	Phase 2 of the project this portion would be for Laterals 7,8,9,10,11,12,13,14,15,16 and 28. Working with COMB with project as been pushed back due to getting permit from Cal Trans looking like possilby March of 2024			
5	Santa Claus Lane Improvement	County is in the final phases of obtaining there permits. Project has been pushed back due to permitting issues. Working with Flowers for bid package so will be ready to put out to bid when County is ready. Looking like possible end of February as to start construction of new main.			Ongoing
6	Pollo Villas	Project broke ground. Contractor working on site grading. The District installed isolation valve as per construction plans. Developer to work with the District on construction of water main system. May start water improvements in January 2024. The first section will be the new section of main (900 feet) in Via Real that fronts the project.			Ongoing
7	Lagunitas Business Park 6380 Via Real	Project has taken a major change the development group is looking into the possible idea of 111 Residential units 10,108 square feet of office space and 2,500 square feet retail space. Looking into the idea of master metering for a high density development. District issue an Intent to Serve letter for the project. No movement on the project from the Developer in the last two months.			ongoing
8	Bailard Ave Housing Project.	Issued letter of intent for the project on June 1 <sup>st</sup> 2022. Project is for the construction of 132 market rate units within 6 building, of which 41 of the units are classed as affordable units. Permit#:21CDP-00126 Exploring the concept of metering for high density. Still waiting on developer to submit civil plans for water system design. No movement from the developer on the project for the past several months.			Ongoing
9	700 Linden Old Austin's building	Project moving along. Fire service and water meters installed.			Ongoing
10	711 Sandpoint Road	Project update this has been completed by customer and constructor. New main is in service.			Completed
11	The Farm At the current Tee Time range	Working with developer Civil Engineer on purposed water main layout. And looking into the concept of high density metering for the one building that will have 40 units in it. Like all of these large project they have lots of active in our directions but than I don't hear from them. They are usually chasing other issues with their projects.			Ongoing

## Engineering Monthly Report

<b>12</b>	El Carro Monitoring Well	The three wells have been drilled working with Contractor for repair to deep well that was damaged during construction. They have proposed several options and is being review by Staff. Additionally working with City Parks for start of site restoration.			Early December
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**Engineering Monthly Report  
Intent to Serve Letters  
October/November 2023 (10/1/23 – 11/15/23)**

**Letters Issued**

Address	Description	Date Letter Issued
5556 Calle Arena	Converting an existing 407 square foot attached garage into a <b>JADU</b> on a property with an existing single-family residence in addition to an accessory structure in the backyard. Letter issuance took extra time due to quitclaim process due to old water main easement in backyard potentially conflicting with accessory structure.	10/30/2023
4745 Carpinteria Ave	Mixed-use development. 24 units. 17% of the 18 base units for low income. Project consists of 23,094 GSF of 18 two-bedroom units, 5,752 GSF of 4 two-bedroom townhouses facing 9th st, 2,155 GSF of 1 one-bedroom units; 4,304 S.F. of 2 story commercial/retail, and 22,500 GSF concrete parking podium. 53 proposed parking spaces: 18 parking spaces for commercial and 35 parking spaces for residential units.	11/10/2023
5491 El Carro Lane	Converting existing garage into one-bedroom <b>ADU</b> .	10/10/2023
4620 9 <sup>th</sup> St	Converting garage into a 400 sq. ft. <b>ADU</b> . <750 no changes to the account.	10/23/2023
730 Olive Ave	Converting existing structure into a now 744.18 square foot <b>ADU</b> . Was previously smaller when previous plans were submitted for a letter, but they have worked with the architect and added a bedroom while remaining under 750 sqft. <750 so no changes to the account.	10/24/2023
5291 Cambridge Lane	Using the City's plans for a detached 400 square foot <b>ADU</b> . < 750 no change to the account.	11/3/2023



**Engineering Monthly Report  
Intent to Serve Letters  
October/November 2023 (10/1/23 – 11/15/23)**

**Letters Issued**

Intake of Letters and in Review

<b>Address</b>	<b>Description</b>	<b>Date Received</b>
4185 - 4195 Carpinteria Ave	Landscape refurbishment along front and in parking areas of existing business park, addition of 8' CMY free standing wall, addition of bicycle parking spaces, addition of seating area, and retrofit existing irrigation (convert to drip).	11/13/2023
4110 Via Real	Hotel project. 72 guest rooms. Demo existing church, play area, and parking lot. Proposed 2-story hotel with footprint of 22,460 sq. ft. It would also include a fitness center, breakfast area, meeting room, outdoor pool, and outdoor garden patio. Support services include main lobby, admin/offices, employee breakroom, kitchen, laundry/storage, etc.	9/13/2023

## November 2023 Monthly Operations Report

Project No.	Job / Facility	Status	Monitoring Frequency	Information Received From
1	HQ Well	Headquarters Well is online normal operation.	Daily	O & M Treatment
2	El Carro Well	El Carro Well is online normal operation.	Daily	O & M Water Treatment
3	Smillie Well	Smillie Well is online normal operation.	Daily	O & M Water Treatment
4	Well Status	HQ Well 1250 GPM <b>Online</b>	Daily	O&M Water Treatment
		El Carro Well 450 GPM <b>Online</b>		
		Smillie Well 250 GPM <b>Online</b>		
5	Gobernador Aeration System	The aeration mixer is online operating normally.	Daily	O & M Water Treatment
6	Water Quality	District Water Filtration facilities are operating within normal parameters and producing high quality water. Staff will complete the UCMR5 sampling requirements in December 2023.	Daily	O&M Water Treatment
7	SCADA Upgrades	Nothing to report at this time.	Daily	O & M Water Treatment
8	PLC Upgrades	Carpinteria reservoir & Pump Station PLC & Controls upgrade is in the initial phase with programming starting this week. Project completion expected by mid December barring any supply chain issues.	Daily	O&M Water Treatment
8	Production meter verification	Nothing to report	Daily	O&M Water Treatment
10	Pumping & Production	All pump stations are functioning normally. All pumps are in service. We have produced 809 Acre Feet of the targeted 1000 Acre Feet of water for this water year. We will reach our target on schedule.	Daily	O & M Water Treatment
11	Hydrant Maintenance & Repair	Nothing to report	Daily	O&M Water Distribution
12	Valve Exercise & Replacement	Staff replaced 5 valves this month.	Daily	O&M Water Distribution
13	Mainline Leak Repairs	Nothing to report	Daily	O & M Water Distribution
14	Mainline Replacement	Nothing to report this month	Daily	O&M Water Distribution
15	Service Repairs	Nothing to report	Daily	O&M Water Distribution
16	Training	First Aid, CPR, AED & Bloodborne Pathogens training was completed November 14.	Daily	O&M Water Distribution
17	Fleet	Nothing to report	Daily	O&M
20	Landscape	Nothing to report at this time.	Daily	O & M
21	Facilities	A new intrusion alarm and access controls system are being installed. Completion of project is projected for mid December.	Daily	O & M

**CARPINTERIA VALLEY WATER DISTRICT  
WATER SUPPLY REPORT  
(ALL VALUES IN ACRE-FEET / AF)**

MONTH ENDING: 9/30/2023

	MONTHLY USE			
	CACHUMA	GW	SWP	ID#1 EXCHANGE
OCT	269	121	0	20
NOV	83	196	0	0
DEC	21	136	0	0
JAN	84	34	0	0
FEB	144	32	0	0
MAR	78	40	0	0
APR	226	9	0	0
MAY	228	14	0	0
JUN	294	15	0	0
JUL	324	96	0	79
AUG	232	156	0	0
<b>SEP</b>	<b>246</b>	<b>114</b>	<b>0</b>	<b>0</b>

<b>12-MONTH TOTALS</b>	<b>2,229</b>	<b>963</b>	<b>0</b>	<b>99</b>
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<b>12-MONTH RUNNING METERED SALES</b>	<b>3,089</b>
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<b>12-MONTH RUNNING READ-CYCLE LOSSES</b>	<b>123</b>
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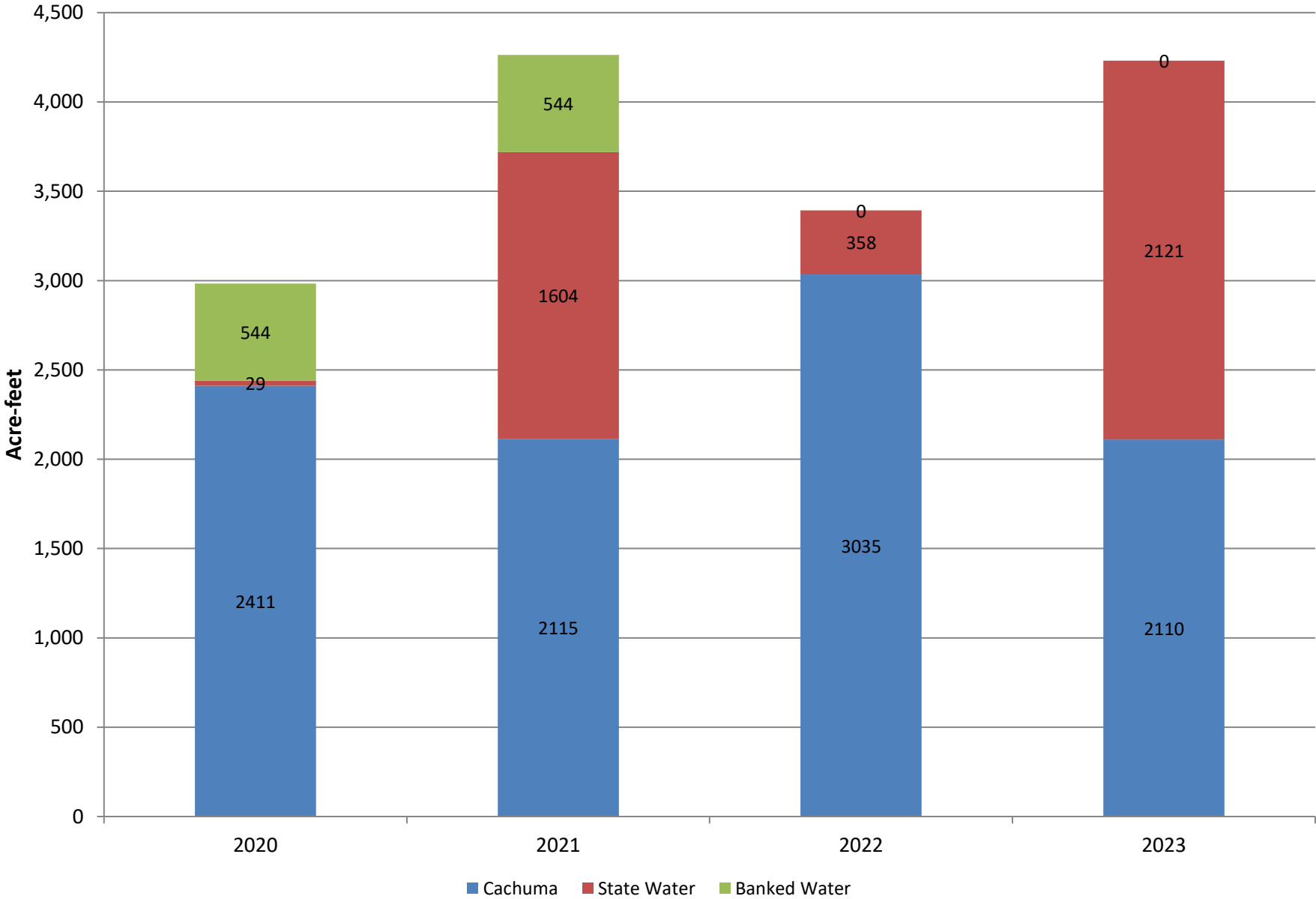
<b>AVAILABLE SURFACE WATER SUPPLY</b>
---------------------------------------

<b>CACHUMA PROJECT</b>	
CARRYOVER BALANCE	0
CURRENT WATER YEAR BALANCE	2,110
<b>CACHUMA SUBTOTAL</b>	<b>2,110</b>

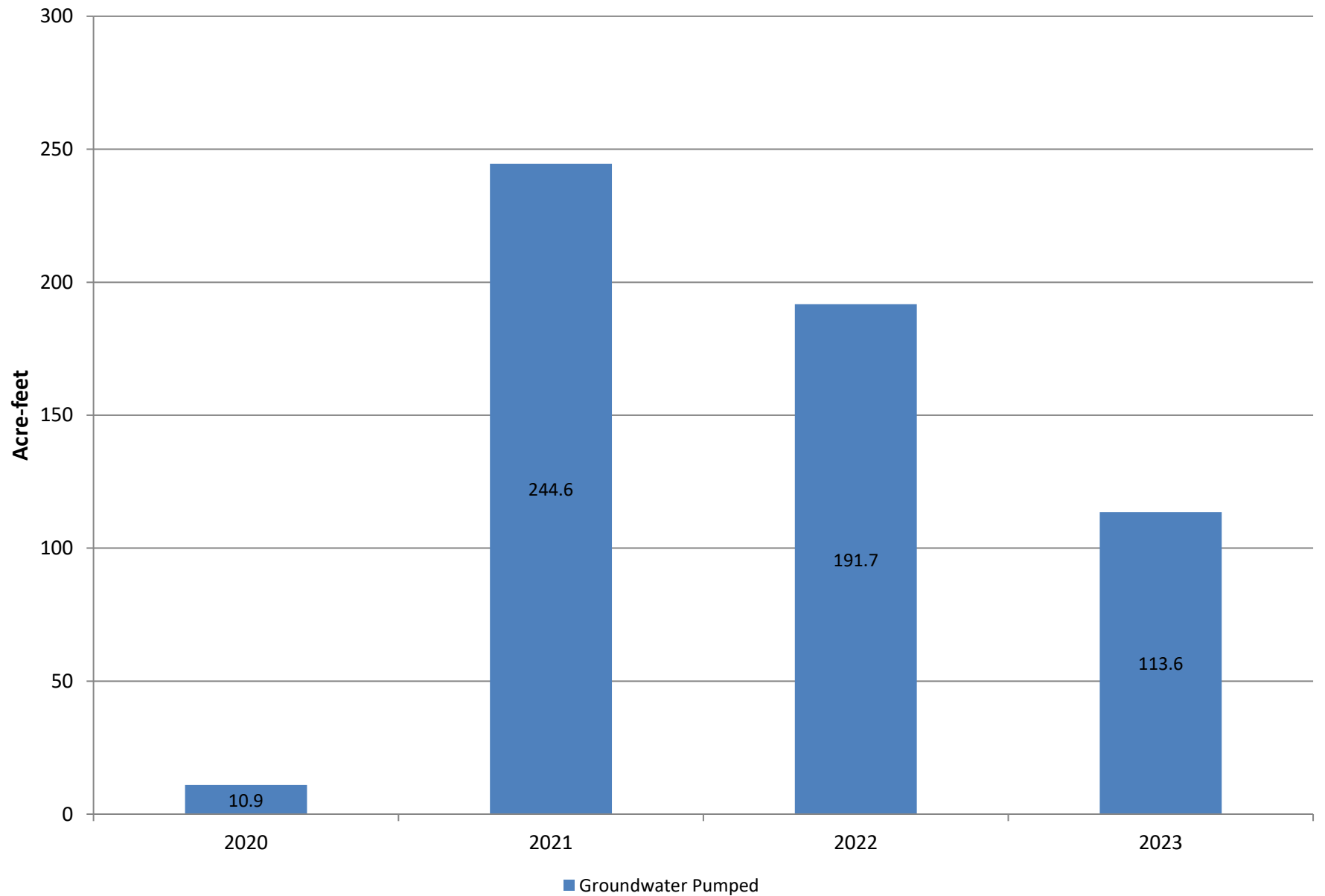
<b>STATE WATER PROJECT</b>	
CARRYOVER BALANCE	0
CURRENT WATER YEAR BALANCE	2,121
BANKED WATER (IRWD)	0
<b>STATE WATER SUBTOTAL</b>	<b>2,121</b>

<b>TOTAL AVAILABLE SURFACE WATER SUPPLY</b>	<b>4,231</b>
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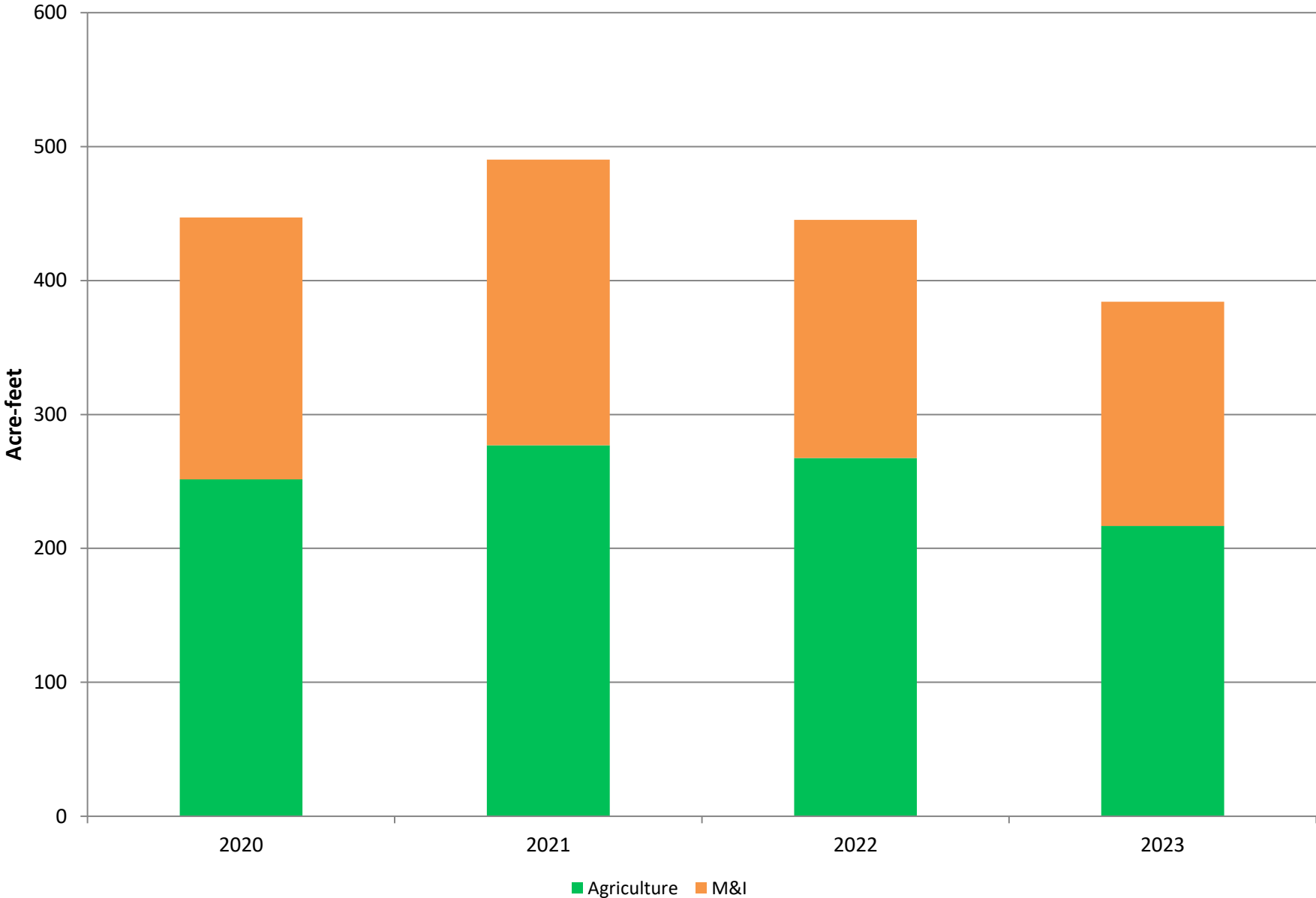
### Available Surface Supply - SEP



## Groundwater Production - SEP



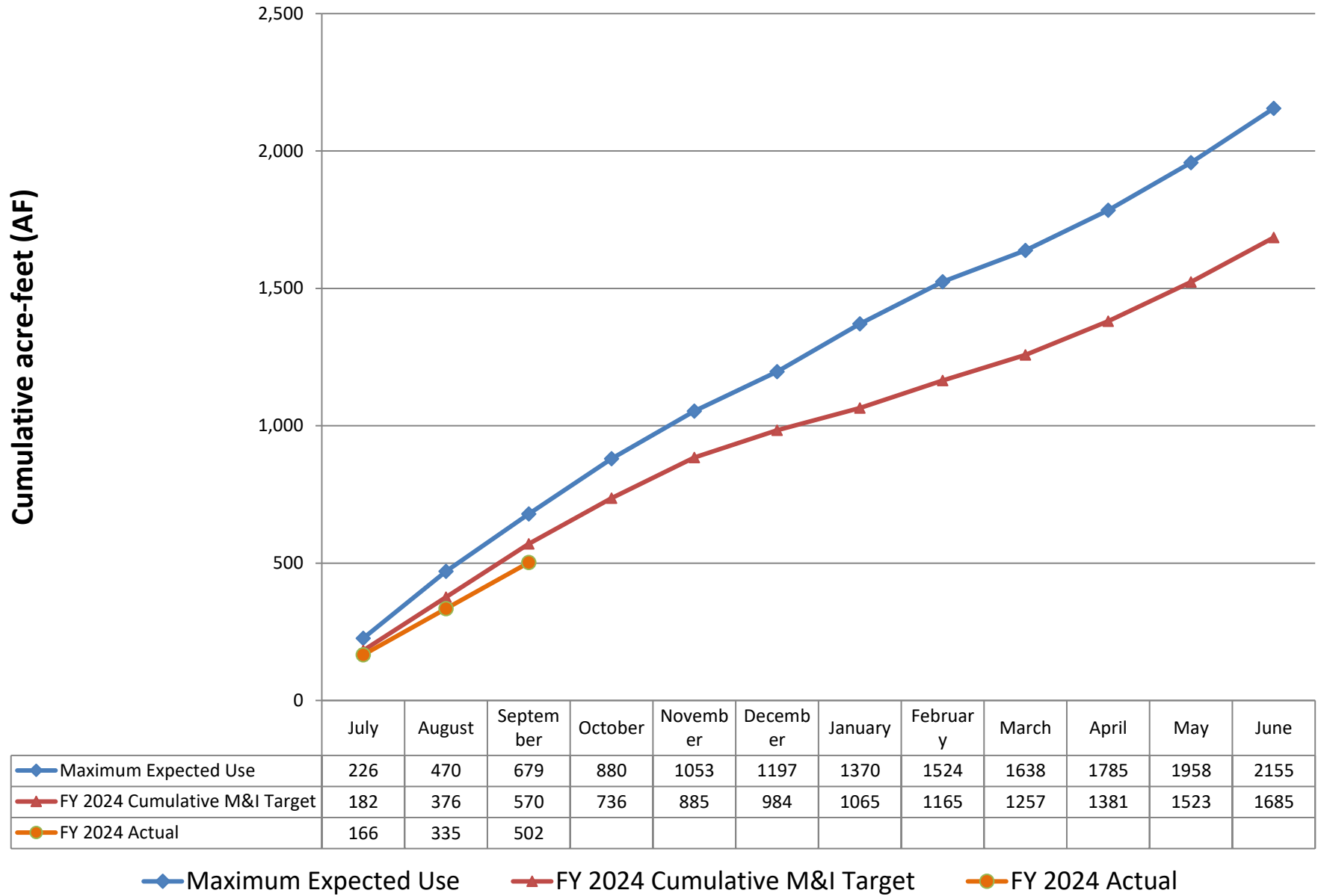
### CVWD Metered Sales SEP



## CVWD Monthly Metered Sales for this Fiscal Year

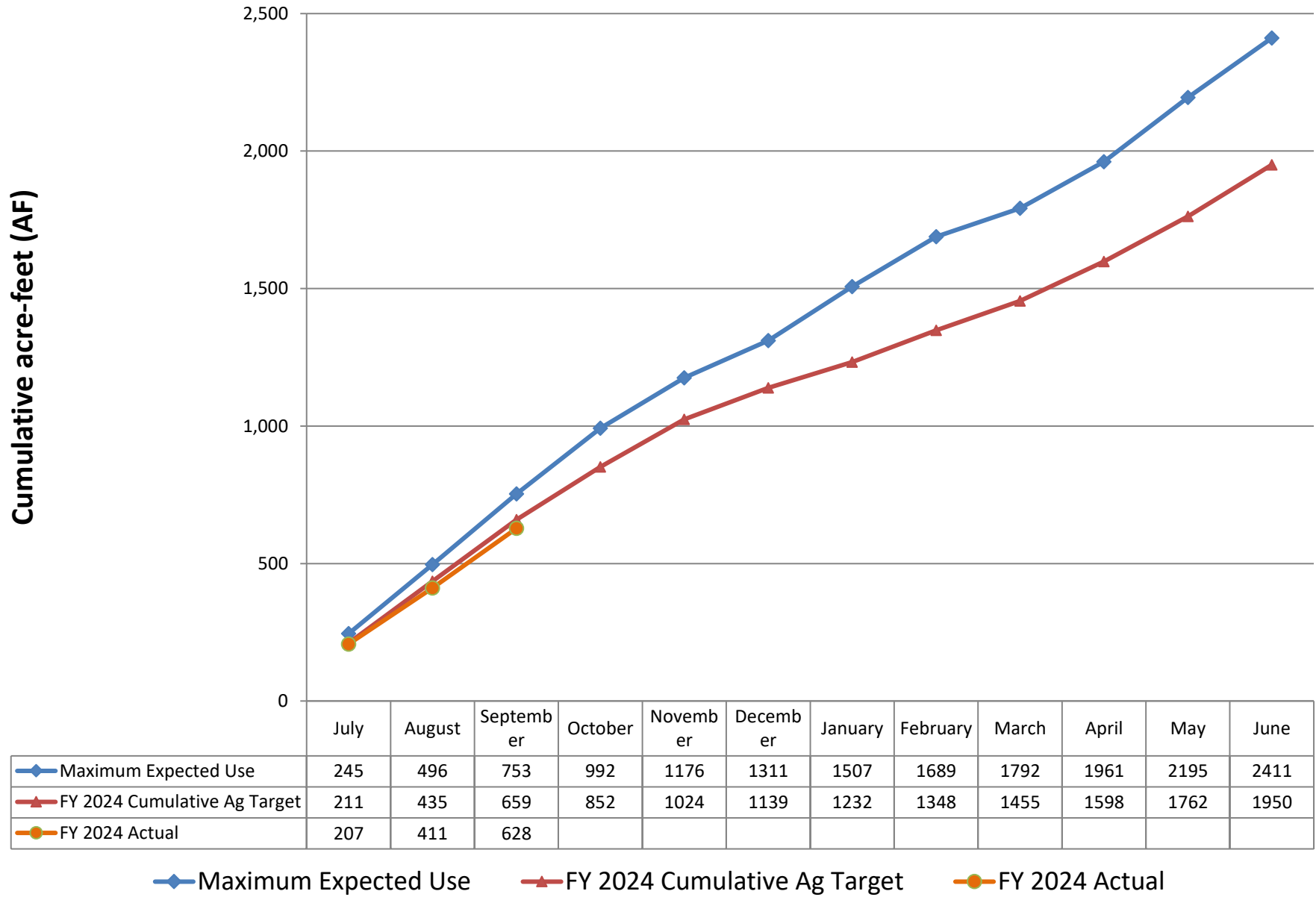


## Fiscal Year M&I Sales Projections vs. Actuals

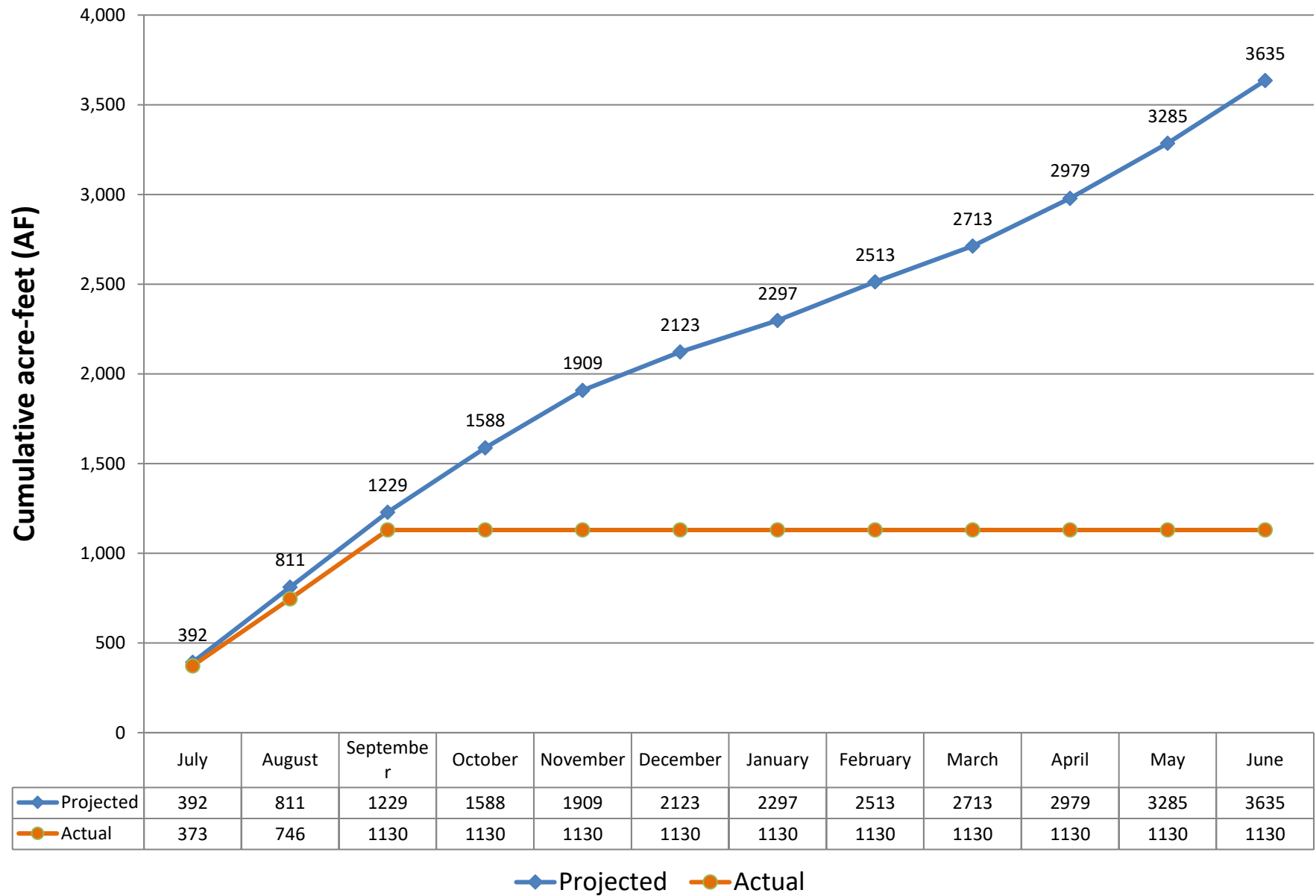




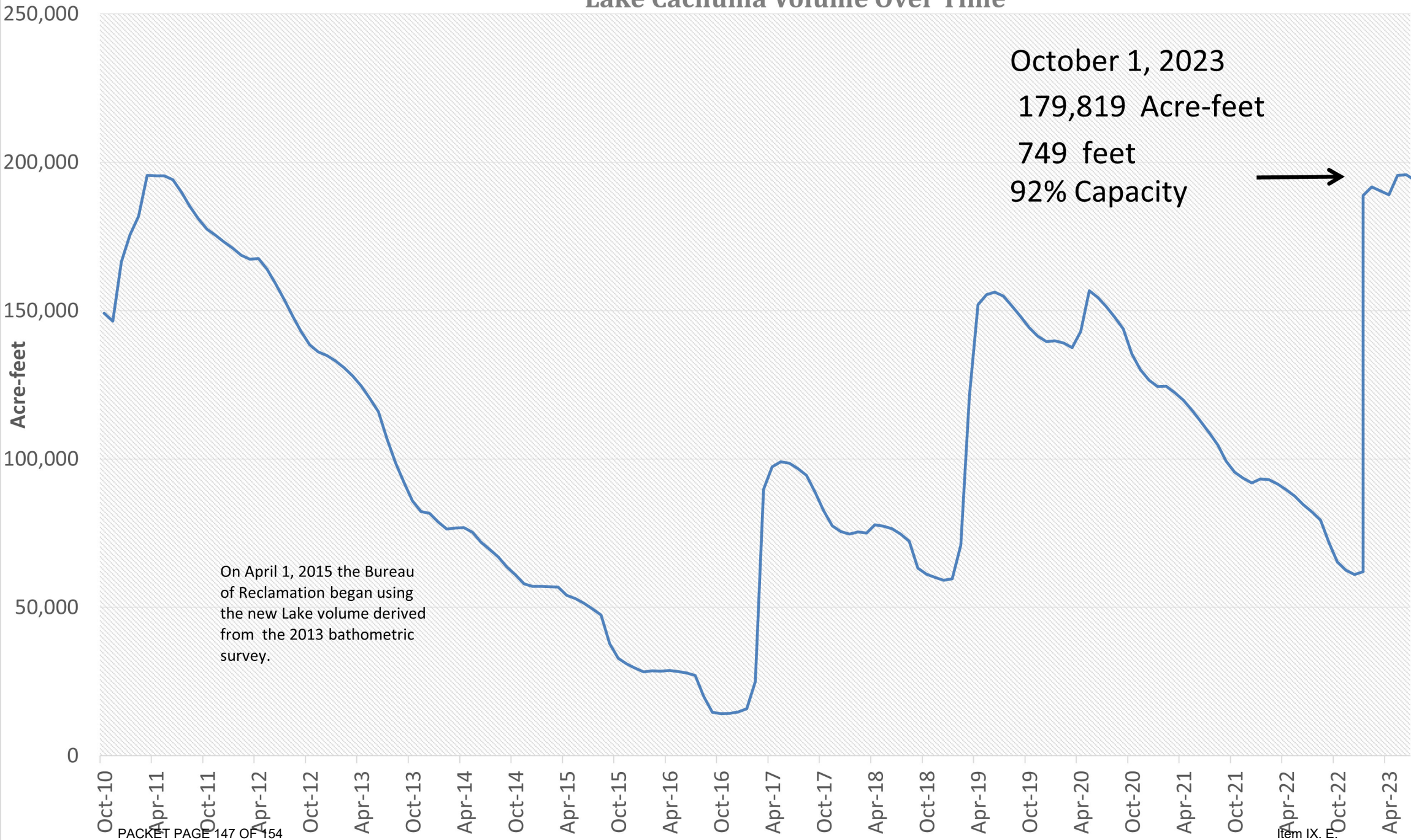
## Fiscal Year AG Sales Projections vs Actuals



## Fiscal Year TOTAL Sales Projections vs Actuals



# Lake Cachuma Volume Over Time





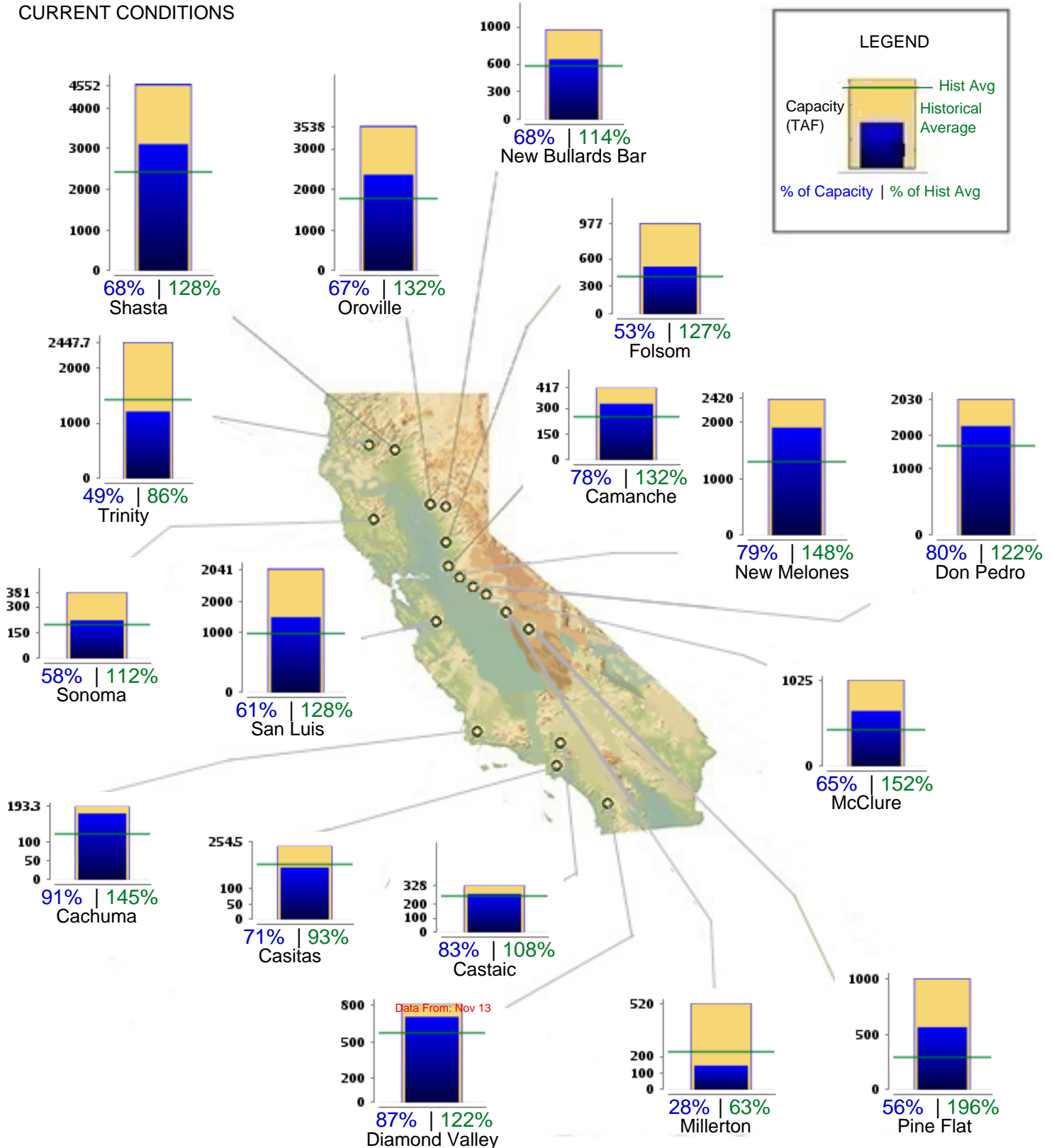


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - November 14, 2023

### CURRENT CONDITIONS





# Santa Barbara County - Flood Control District

130 East Victoria Street, Santa Barbara CA 93101 - 805.568.3440 - www.countyofsb.org/pwd

## Rainfall and Reservoir Summary

Updated 8am: 11/13/2023

Water Year: 2024

Storm Number: NA

**Notes:** Daily rainfall amounts are recorded as of 8am for the previous 24 hours. Rainfall units are expressed in inches. All data on this page are from automated sensors, are preliminary, and subject to verification.

\*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends

County Real-Time Rainfall and Reservoir Website link: ➤ <http://www.countyofsb.org/hydrology>

Rainfall	ID	24 hrs	Storm 0day(s)	Month	Year*	% to Date	% of Year*	AI
<a href="#">Buellton</a> (Fire Stn)	233	0.00	0.00	0.00	0.01	1%	0%	
<a href="#">Cachuma Dam</a> (USBR)	332	0.00	0.00	0.00	0.02	1%	0%	
<a href="#">Carpinteria</a> (Fire Stn)	208	0.00	0.00	0.00	0.05	3%	0%	
<a href="#">Cuyama</a> (Fire Stn)	436	0.00	0.00	0.00	0.00	0%	0%	
<a href="#">Figueroa Mtn.</a> (USFS Stn)	421	0.00	0.00	0.00	0.02	1%	0%	11.4
<a href="#">Gibraltar Dam</a> (City Facility)	230	0.00	0.00	0.00	0.00	0%	0%	11.4
<a href="#">Goleta</a> (Fire Stn-Los Carneros)	440	0.00	0.00	0.00	0.01	1%	0%	
<a href="#">Lompoc</a> (City Hall)	439	0.00	0.00	0.00	0.23	19%	2%	11.3
<a href="#">Los Alamos</a> (Fire Stn)	204	0.00	0.00	0.00	0.04	3%	0%	
<a href="#">San Marcos Pass</a> (USFS Stn)	212	0.00	0.00	0.00	0.25	9%	1%	
<a href="#">Santa Barbara</a> (County Bldg)	234	0.00	0.00	0.00	0.04	3%	0%	
<a href="#">Santa Maria</a> (City Pub.Works)	380	0.00	0.00	0.00	0.17	14%	1%	
<a href="#">Santa Ynez</a> (Fire Stn /Airport)	218	0.00	0.00	0.00	0.08	7%	1%	
<a href="#">Sisquoc</a> (Fire Stn)	256	0.00	0.00	0.00	0.03	2%	0%	

County-wide percentage of "Normal-to-Date" rainfall : **5%**

County-wide percentage of "Normal Water-Year" rainfall : **0%**

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2024 (End of WY2024).

**AI (Antecedent Index / Soil Wetness)**

6.0 and below = Wet (min. = 2.5)  
 6.1 - 9.0 = Moderate  
 9.1 and above = Dry (max. = 12.5)

### Reservoirs

Reservoir Elevations referenced to NGVD-29.

\*\*Cachuma is full and subject to spilling at elevation 750 ft.

However, the lake is surcharged to 753 ft. for fish release water.

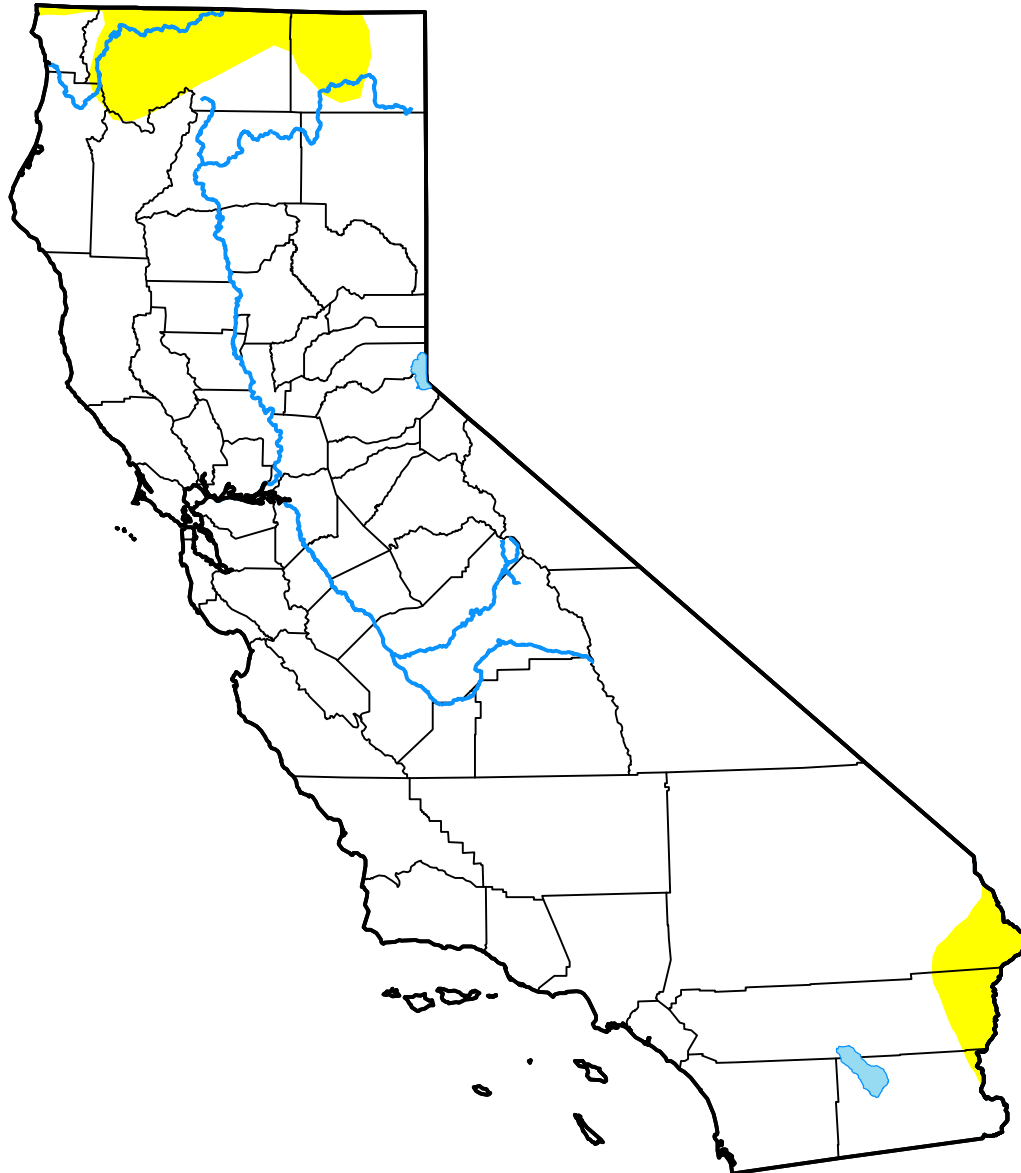
(Cachuma water storage based on Dec 2021 capacity revision)

Click on Site for Real-Time Readings	Spillway Elev. (ft)	Current Elev. (ft)	Max. Storage (ac-ft)	Current Storage (ac-ft)	Current Capacity (%)	Storage Change Mo.(ac-ft)	Storage Change Year*(ac-ft)
<a href="#">Gibraltar Reservoir</a>	1,400.00	1,383.31	4,693	1,551	33.0%	-258	-1,631
<a href="#">Cachuma Reservoir</a>	753.**	746.97	192,978	174,747	90.6%	-1,174	-9,247
<a href="#">Jameson Reservoir</a>	2,224.00	2,221.78	4,848	4,577	94.4%	-39	-207
<a href="#">Twitchell Reservoir</a>	651.50	557.91	194,971	12,823	6.6%	-5,634	-42,609







[Previous Rainfall and Reservoir Summaries](#)

# U.S. Drought Monitor California

**November 7, 2023**  
(Released Thursday, Nov. 9, 2023)  
Valid 7 a.m. EST



### Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

### Author:

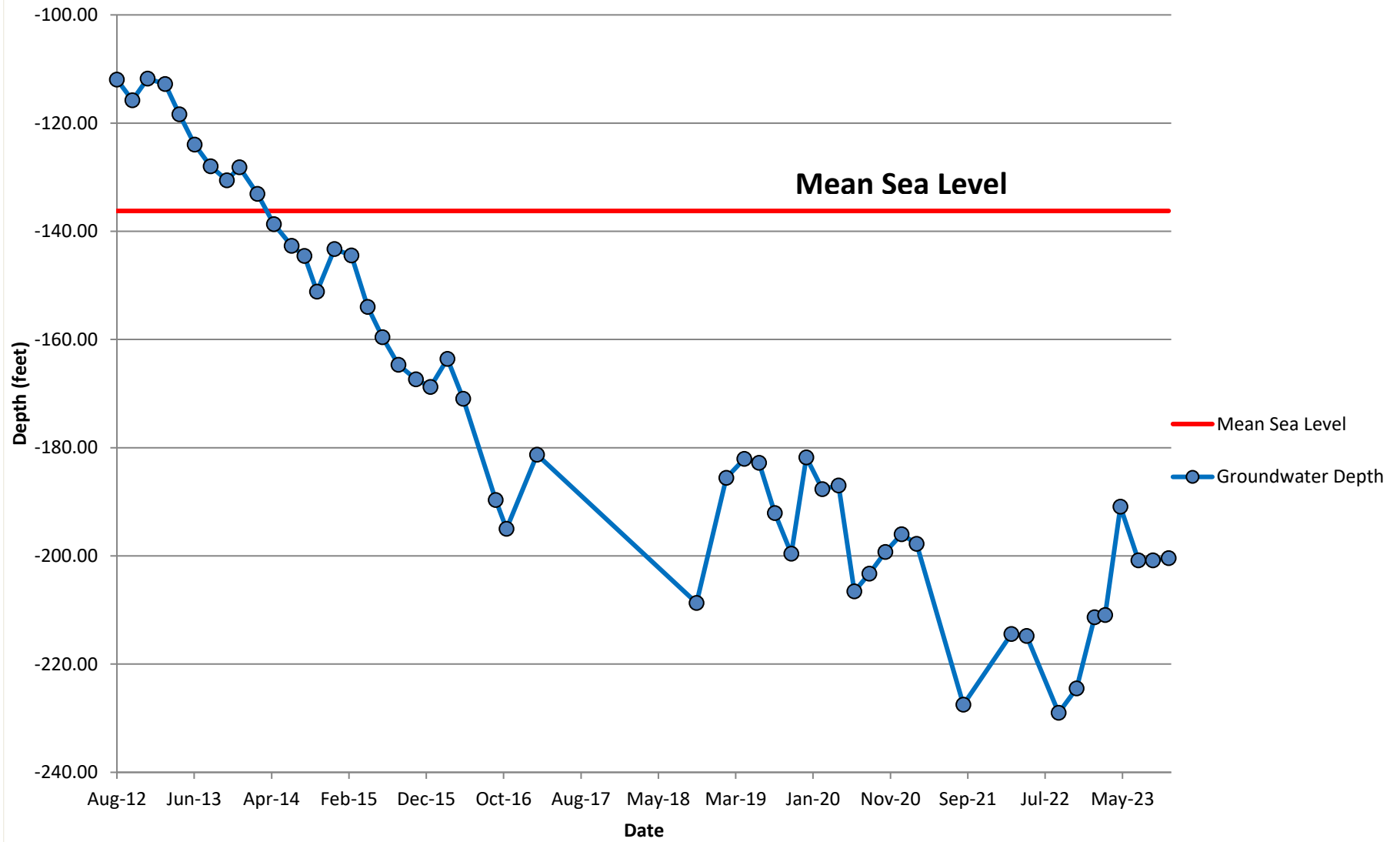
Lindsay Johnson  
National Drought Mitigation Center



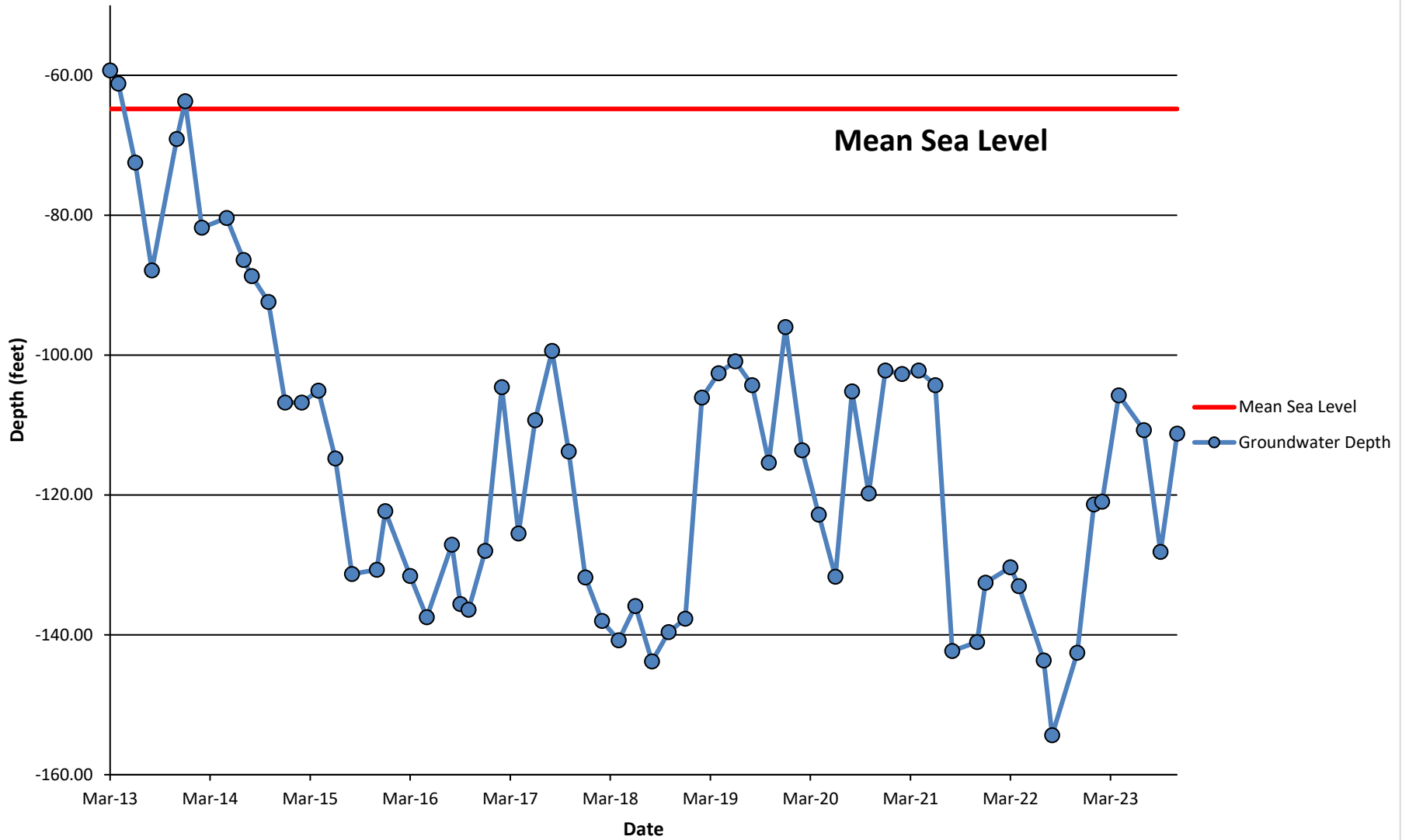
**droughtmonitor.unl.edu**

Item IX, E.

**Smillie Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 136.24 Feet Above Mean Sea Level**

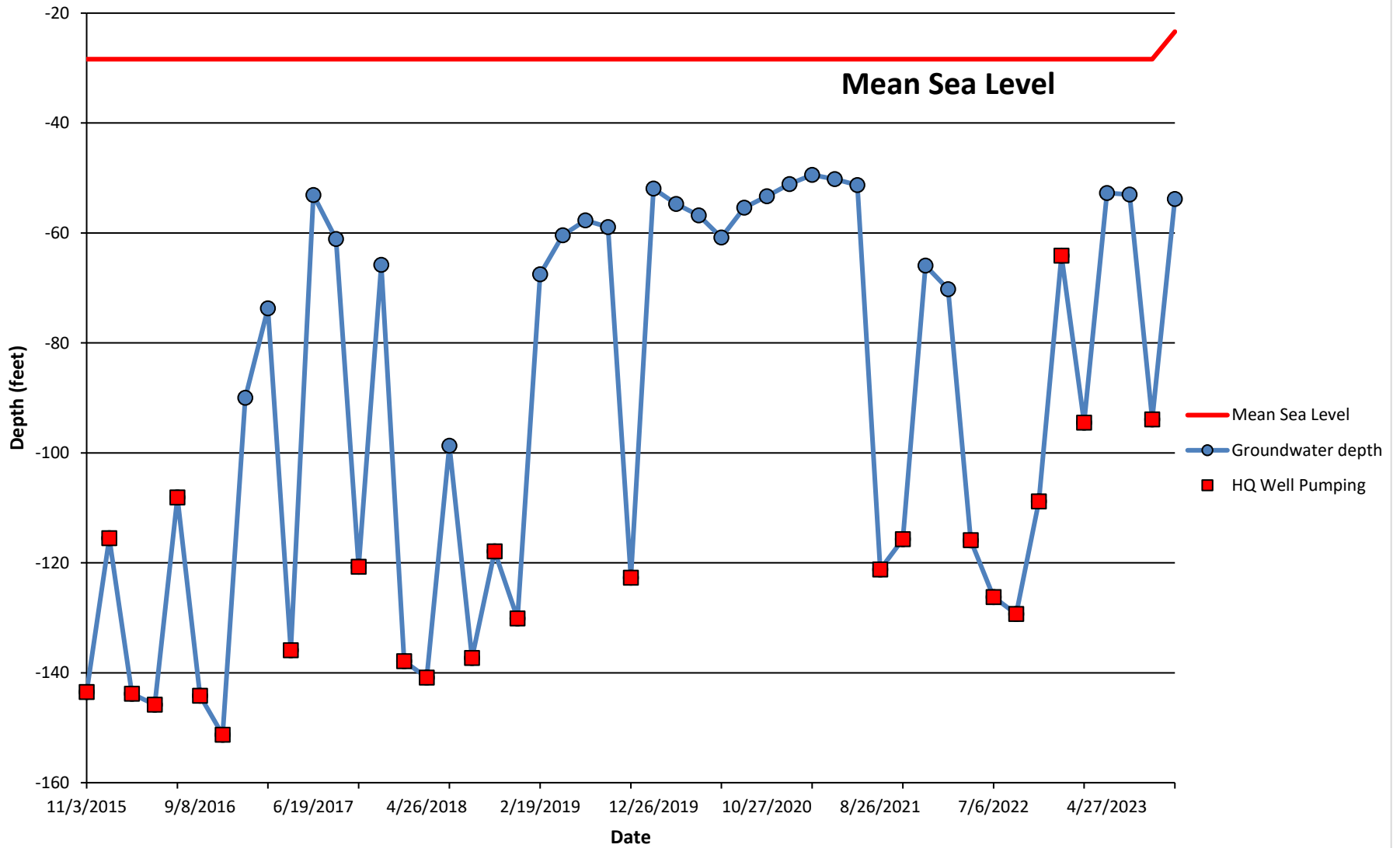


**Lyons Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 64.81 Feet Above Mean Sea Level**





**Santa Ynez Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 28.38 Feet Above Mean Sea Level**



**HQ Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 28.96 Feet Above Mean Sea Level**

