



## **BOARD OF DIRECTORS REGULAR MEETING AGENDA**

District Office: 202 W. El Roblar Drive, Ojai, CA 93023

**JOIN BY COMPUTER:** <https://meet.goto.com/150926205>

**DIAL-IN (US):** +1 (872) 240-3212

**ACCESS CODE:** 150-926-205

*If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 646-2114.*

*(Govt. Code Section 94594.1 and 94594.2 (a))*

**July 15, 2025, at 6:00 pm.**

- 1. Call meeting to order.**
- 2. Roll call**
- 3. Approval of the Minutes:** June 17, 2025, Regular Meeting
- 4. Public comment for items not appearing on the agenda**

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public that is within the subject matter jurisdiction of the Board, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

Please Note: If you have comments on a specific agenda item(s), please fill out a comment card or send a virtual “chat” note to the Board Secretary. The Board President will call on you for your comments at the appropriate time, either before or during the Board’s consideration of that item.

**Closed Session Agenda** - Adjourn to Closed Session (**Estimated 6:10 pm**): *It is the intention of the Board of Directors to meet in Closed Session to consider the following items:*

### **5. Closed Session Items**

- The Board of Directors may hold a closed session to discuss the following items:
  - CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)  
Name of case: *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*, Los Angeles County Superior Court Case No. 19STCP01176

**Regular Agenda (\*\*Reconvene Regular Meeting, Estimated Time 6:30 pm\*\*)**

**6. Financial matters**

- a) FY 24/25 Budget Year-End Review (Attachment)
- b) Approval of Payroll and Payables from June 16, 2025, to July 15, 2025, in the amount of:  
Payables \$288,879.85  
Payroll \$ 56,186.48  
Total \$345,066.33

**7. Board action and/or discussion**

- a) Approve the MOWD Cross-Connection Control Plan and adopt Resolution 20250715: A Resolution of Meiners Oaks Water District, CA5610005, Authorizing a Cross-Connection Control Program Plan, effective immediately. (Martinez/Ward) – Attachments  
Recommended Action: Approve Resolution 20250715, effective immediately.
- b) Presentation of CalARP proposals and approval of selecting a CalARP consulting firm within a budgeted amount not to exceed \$30,000. (Martinez/Ward) - Attachments  
Recommended Action: Approve Resource Compliance CalARP consultation proposal for up to \$14,000 per year.
- c) Receive and consider customer requests for financial relief related to a significant water leak at 727 Oso Rd. (Martinez/Ward) – Attachments  
Recommended Action: Discuss customer request for financial relief and provide direction to staff.
- d) Receive and consider New Meters, Allocations & Expansion of Services Committee recommendation for APN 017-0-160-15 (W. El Roblar & La Luna) to approve: 1) Account reclassification back to Ag. 2) Allocation Adjustment to Ag calculation. (Martinez) – Attachments  
Recommended Action: Approve account reclassification back to Ag and allocation adjustment.

**8. General Manager's Report**

The Board will receive an update from the General Manager on District operations and maintenance.

**9. Board Secretary's Report**

The Board will receive an update from the Board Secretary on District administrative and related matters.

## **10. Board Committee Reports**

- Executive & Personnel Committee
- Upper Ventura River Groundwater Agency
- Allocation, New Meters & Expansion of Services Committee
- Budget & Rate Committee
- Grants Committee
- Emergency Management Committee
- Treatment Plant Design Ad Hoc Committee

## **11. Old Business**

- State Water update
- Matilija Dam removal update

## **12. Director Announcements/Reports**

**13. Adjournment:** The next scheduled Regular Board meeting is August 19, 2025, at 6:00 pm.

Regular Meeting

June 17, 2025

6:00 pm

Meiners Oaks Water District

202 W. El Roblar Drive

Ojai, CA 93023-2211

## **Minutes**

### **1. Call to Order**

The Board President, Mike Etchart, called the meeting to order at 6:01 pm. The meeting was also available via teleconference.

### **2. Roll Call**

**Present:** Board President, Mike Etchart, Board Directors: Christian Oakland, James Kentosh, Joe Pangea, and Christy Cooper. Staff Present: General Manager, Justin Martinez, and Board Secretary, Summer Ward. Attorney Present: Stuart Nielson.

**Absent:** None.

### **3. Approval of the Minutes**

**Approval of the May 20, 2025, Regular Board Meeting minutes.**

Director Kentosh made the motion to approve the minutes from the May 20, 2025, meeting. Director Oakland seconded the motion.

No Public Comment.

Kentosh/Oakland

(5) Ayes – M/S/C

### **4. Public Comments**

None.

***\*\*The Board went into closed session at 6:03 pm.\*\****

### **5. Closed Session: The Board of Directors held a closed session to discuss litigation, pursuant to the attorney/client privilege, as authorized by Government Code Sections §54957 & 54956.8, 54956.9, and 54957.**

Regular Meeting Minutes

June 17, 2025



- CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)  
Name of case: *Santa Barbara Channelkeeper v. State Water Resources Control Board, et al.*,  
Los Angeles County Superior Court Case No. 19STCP01176

**\*\*The Board ended closed session at 6:29 pm.\*\***

Attorney Nielson reported that the Board discussed pending litigation, and there are no actions to report.

6. **Financial Matters**

a) **Approval of Payroll and Payables from May 16, 2025, to June 15, 2025, in the amount of:**

|           |                     |
|-----------|---------------------|
| Payables: | \$ 119,071.71       |
| Payroll:  | <u>\$ 49,503.33</u> |
| Total:    | \$ 168,575.04       |

Director Cooper made the motion to approve the Payroll and Payables from May 16, 2025, to June 15, 2025. Director Pangea seconded the motion.

No Public Comment.

Cooper/Pangea

(5) Ayes – M/S/C

7. **Board Discussion/Actions**

a) **Presentation of FY 25-26 Budget and Adoption of Resolution 20250617: FY 25-26 Budget.**

Mr. Martinez presented the proposed FY 25-26 Budget, prepared by staff and committee members. Mr. Martinez noted that the last Prop 218 hearing set out a scheduled rate increase over the past three years; there will be no rate change in FY 25-26. MOWD will publish a Water Rate Study RFP in FY 25-26. Projected Revenue of \$2,203,672 is based on the FY 25-26 water rates (unchanged from FY24-25) with a slight increase in water consumption. The District continues to seek grant funding for the Treatment Plant Replacement project. The operating expenses are budgeted at \$1,929,000, and capital expenditures are budgeted at \$215,000, totalling \$2,144,000. This represents a total budgeted expense reduction of \$84,200 from FY 24-25. The expenses include the new Backflow Program and CalARP Chlorine Safety Program, among other capital projects. Projected income minus expenses for FY 25-26 is \$59,672.

Director Oakland reported that the Budget & Rate Committee reviewed the draft budget and recommended approval.

Director Cooper made the motion to approve Resolution 20250617: FY25-26 Budget.  
Director Pangea seconded the motion.

No Public Comment.

Cooper/Pangea

Roll Call Vote: (5) Ayes – M/S/C

- b) **Authorize the GM and Board President to sign the Nigro & Nigro, PC FY 24-25 Financial Audit Engagement Letter for the pre-approved and budgeted expense of \$20,500.**

Ms. Ward presented the audit engagement letter from Nigro & Nigro, PC for FY 24-25, the same firm that had just conducted and presented the FY 23-24 audit. Ms. Ward noted this is a standard annual engagement letter, with no change in the scope of the audit or the expense.

The Board was in consensus regarding the authorization to sign the engagement letter.

No Public Comment.

No Motion.

## 8. **General Manager's Report**

Mr. Martinez reported that the Casitas Lake level is at 95.4%. All wells are offline due to the Well 4a rehab project. The Casitas connection was turned on April 10, 2025. CIT continues to work on the SCADA programming and reports. The District now has Starlink internet at the Treatment Plant. The District performed Asbestos sampling across the District, with none detected. The Well 4a downhole equipment was ordered following approval at the May board meeting. Equipment has begun arriving, and it is likely to take 4-6 weeks for all the equipment to be ready for installation. The District has received three proposals for the CalARP enrollment and will set up meetings to review each proposal with the respective companies, presenting them at the July regular meeting. Weed abatement is nearly complete, and all high-priority areas were completed first. The District has received the meters and endpoints to complete route 5 (S. La Luna & Rice Rd). Will-Serve letters were issued to 216 Carrizo and 528 N Rice Rd. There was a leak at Zone 2 Hydro Tank, which was repaired by staff. A broken valve was replaced at 982 Oso Rd by Gruber Grading & Ag.

No Public Comment.

9. **Board Secretary's Report**

Ms. Ward highlighted that the BSI backflow device tracking and customer notification system is being finalized. MOWD has updated its Backflow webpage and is actively working with the BSI consultant to create the MOWD Cross Connection Control Plan and Resolution. The Beacon AMI meter reading file issue has been resolved, and the District's billing and meter reading software can now communicate. Some fine-tuning is in progress. Staff are working on creating the instructions and personalized notifications for the EyeOnWater app. The Water Rate RFP will be published in July 2025. The FY 25-26 Budget has been reviewed and approved by the Budget Committee. Management is updating all job descriptions to ensure uniformity and inclusion of the performance management core benchmarks. The updated Employee Handbooks will also be printed and reviewed with staff; signature pages will be included in each employee's file. The Financial Audit FY 24-25 pre-work began on May 1, 2025, and is scheduled to resume in August. Ms. Ward reminded Directors to complete their required training. Staff is making good progress on building the centralized policy management network folder.

No Public Comment.

10. **Board Committee Reports**

- Executive & Personnel Committee: No report.
- UVRGA: Met, waiting on Ventura County to appoint replacement Director; Special Meeting June 26 to pass budget.
- Budget/Rate Committee: Met, passed FY25/26 budget, and reviewed Water Rate Study RFP.
- Emergency Management Committee: No report.
- Allocations, New Meters & Expansion of Services Committee: No report.
- Grants: No report.
- Treatment Plant Design Ad Hoc Committee: No report.

11. **Old Business**

- State Water: No report.
- Matilija Dam Removal Update: No report.

12. **Director Announcements/Reports**

- Director Kentosh: He will be absent from the July regular meeting.
- Director Oakland: No report
- Director Pangea: No report
- Director Cooper: No report
- Director Etchart: No report.

### 13. **Meeting Adjournment**

The next meeting will be held on July 15, 2025, at 6:00 pm. Since there was no further business to conduct, Board President Mike Etchart adjourned the meeting at 7:08 pm.

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**Board Secretary**

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**Board President**

DRAFT



## FY 2024-2025 Budget Year-End Review

### OVERVIEW

|  | <i><b>Budget</b></i> | <i><b>Actual</b></i> | <i><b>Difference</b></i> |
|--|----------------------|----------------------|--------------------------|
| <i>Total Operating Expenditures</i>            | \$1,868,456          | \$1,827,852          | \$40,604                 |
| <i>Capital Expenses</i>                        | \$538,700            | \$478,397            | \$60,303                 |
| <i>Total Operating &amp; Capital Expenses</i>  | \$2,407,156          | \$2,306,249          | \$100,907                |
| <i>Income</i>                                  | \$2,053,444          | \$2,283,500          | \$230,057                |
| <i>*Grant Funding</i>                          | \$335,000            | \$0                  | (\$335,000)              |
| <i>Total Income</i>                            | \$2,388,444          | \$2,283,500          | (\$104,944)              |
| <i>Total Income – Projected Total Expenses</i> | (\$18,712)           | (\$22,749)           | -                        |

The FY 24/25 budget overview indicates that the combined impact of not receiving the \$335,000 in treatment plant grant funding, Well 4a Rehabilitation expenses, and the subsequent purchase of Casitas water results in total expenses exceeding total revenue by \$22,749. The original FY24/25 expenditure budget did not account for purchased water.

FY25/26 Budget reflects an increase in operating expenditures, with a significant decrease in capital expenses, resulting in a total operating and capital expense reduction of \$41,700, from (FY24/25) \$2,185,700 down to (FY25/26) \$2,144,000.

The actual District income exceeded the budgeted income by \$230,056. However, no grant funding was received, resulting in a shortfall of \$104,944 from the total budgeted income. The projected income for FY25/26 is expected to be relatively the same as that for FY24/25, possibly with a slight increase, primarily due to increased water consumption. Water rates remain unchanged from FY 24/25 to FY 25/26. FY 25/26 projects District income at \$2,203,672, assuming no grant funding is received.

Overall total income minus total expenses for FY 24/25 is (\$22,749). The projected total income minus expenses for FY 25/26 is \$59,672.



|                           | <i><b>Budget</b></i> | <i><b>Actual</b></i> |
|---------------------------|----------------------|----------------------|
| <i>Reserves Beginning</i> | \$1,767,160          | \$1,767,160          |
| <i>Reserves Ending</i>    | \$1,859,720          | \$1,674,197          |
| <i>Balance Change</i>     | \$92,560             | (\$92,963)           |

FY24/25, the District included a budget assumption that the expenses already paid out for the replacement treatment plant's 100% design (using reserve funds) would be recovered through grant funding. The District did not receive the grant funds in FY 2024-2025; therefore, the reserve funds were not replenished.

#### **RECOMMENDATION:**

Receive and file the budget year-end review.

#### **ATTACHMENTS:**

Income Report (as of June 30, 2025)

Expenditures (as of June 30, 2025)

Financial Graphs (as of June 30, 2025)

### Report of Income as of 6/30/2025

| Income                             | Month of<br>June  | Year To<br>Date     | Budget<br>Appropriation | Appropriation<br>Balance |
|------------------------------------|-------------------|---------------------|-------------------------|--------------------------|
| Interest                           | 0.32              | 56,357.95           | 35,000.00               | 56,357.95                |
| Taxes                              | 1,277.96          | 235,048.53          | 205,000.00              | 235,048.53               |
| Pumping Charges                    | 349.49            | 4,242.76            | --                      | 4,242.76                 |
| Fire Protection                    | 107.19            | 1,485.98            | --                      | 1,485.98                 |
| Meter & Inst. Fees                 |                   | --                  | --                      | 0.00                     |
| Water Sales                        | 80,618.33         | 1,127,965.17        | 908,500.00              | (219,465.17)             |
| <sup>1</sup> Casitas Water/Standby | 3,525.75          | 15,473.72           | --                      | 15,473.72                |
| MWAC Charges                       | 55,705.79         | 682,571.16          | 764,208.00              | 81,636.84                |
| MCC Chg.                           | 7,048.53          | 87,075.31           | 89,736.00               | 2,660.69                 |
| <sup>2</sup> Misc. Income          | 2,530.32          | 38,810.52           | --                      | 38,810.52                |
| Late & Delinquent Chgs.            | 882.98            | 29,027.82           | 45,000.00               | 29,027.82                |
| Conservation Penalty               |                   | --                  | --                      | 0.00                     |
| Capital Improvement                |                   | --                  | --                      | 0.00                     |
| Drought Surcharge                  |                   | 2.27                | --                      | 2.27                     |
| Fire Flow/Will Serve Letters       | 374.30            | 5,439.43            | 6,000.00                | 560.57                   |
|                                    |                   | --                  | --                      | 0.00                     |
|                                    |                   | --                  | --                      | 0.00                     |
| <b>TOTAL INCOME</b>                | <b>152,420.96</b> | <b>2,283,500.62</b> | <b>2,053,444.00</b>     | <b>(230,056.62)</b>      |

Note:

<sup>1</sup> This line item is necessary because these sales are tracked in the expenditures

<sup>2</sup> Hartmann Allocation, Union Engineering Temp.

Hydrant Meter Rental Invoice #10, Toro Temp. Hydrant

Rental Deposit, & US Bank NASPO Payment

Treatment Plant Grant Funds were not received

Meiners Oaks Water District

Report of Expenses and Budget Appropriations, Current Bills and Appropriations To Date

| Expenditures                                | Month of<br>June  | Year To<br>Date     | Budget<br>Approp    | Approp Bal<br>06/30/25 | Current<br>July | Approp FY Bal<br>To Date |
|---|-------------------|---------------------|---------------------|------------------------|-----------------|--------------------------|
| Salaries                                    | 50,038.52         | 664,231.64          | 675,000.00          | 10,768.36              | -               | 10,768.36                |
| Payroll Taxes                               | 4,035.41          | 53,343.49           | 54,000.00           | 656.51                 | -               | 656.51                   |
| Retirement Contributions                    | 7,654.15          | 97,145.38           | 90,000.00           | (7,145.38)             | -               | (7,145.38)               |
| Group Insurance                             | 8,889.26          | 109,374.51          | 96,000.00           | (13,374.51)            | -               | (13,374.51)              |
| Company Uniforms                            | 573.74            | 2,959.02            | 3,500.00            | 540.98                 | -               | 540.98                   |
| Phone Office                                | 237.11            | 3,427.72            | 4,000.00            | 572.28                 | -               | 572.28                   |
| Janitorial Service                          | 258.09            | 7,435.17            | 6,000.00            | (1,435.17)             | -               | (1,435.17)               |
| Refuse Disposal                             | 895.46            | 5,820.49            | 5,000.00            | (820.49)               | -               | (820.49)                 |
| Liability Insurance                         | -                 | 94,634.35           | 96,000.00           | 1,365.65               | -               | 1,365.65                 |
| Workers Compensation                        | -                 | 41,449.82           | 41,000.00           | (449.82)               | -               | (449.82)                 |
| Wells                                       | -                 | 13,710.43           | 8,000.00            | (5,710.43)             | -               | (5,710.43)               |
| Truck Maintenance                           | -                 | 6,986.44            | 5,000.00            | (1,986.44)             | -               | (1,986.44)               |
| Office Equipment Maintenance                | 212.00            | 5,656.87            | 5,500.00            | (156.87)               | -               | (156.87)                 |
| Security System                             | -                 | 1,134.39            | 2,000.00            | 865.61                 | -               | 865.61                   |
| Cell Phones                                 | 755.58            | 4,900.21            | 4,500.00            | (400.21)               | -               | (400.21)                 |
| System Maintenance                          | 3,787.54          | 51,082.51           | 60,000.00           | 8,917.49               | -               | 8,917.49                 |
| Safety Equipment                            | 96.97             | 12,233.71           | 14,500.00           | 2,266.29               | -               | 2,266.29                 |
| Laboratory Services                         | 5,591.00          | 19,890.00           | 14,500.00           | (5,390.00)             | -               | (5,390.00)               |
| Membership and Dues                         | -                 | 9,594.00            | 10,000.00           | 406.00                 | -               | 406.00                   |
| Printing and Binding                        | -                 | -                   | 1,000.00            | 1,000.00               | -               | 1,000.00                 |
| Office Supplies                             | 417.80            | 7,259.75            | 6,000.00            | (1,259.75)             | -               | (1,259.75)               |
| Postage and Express                         | 2,037.97          | 13,950.36           | 13,000.00           | (950.36)               | -               | (950.36)                 |
| B.O.D. Fees                                 | 3,250.00          | 28,750.00           | 25,000.00           | (3,750.00)             | -               | (3,750.00)               |
| Engineering & Technical Services            | 1,800.00          | 10,743.75           | 15,000.00           | 4,256.25               | -               | 4,256.25                 |
| Computer Services                           | 1,818.61          | 37,098.41           | 28,000.00           | (9,098.41)             | -               | (9,098.41)               |
| Other Prof. & Regulatory Fees               | 54.40             | 28,043.13           | 40,000.00           | 11,956.87              | -               | 11,956.87                |
| Public and Legal Notices                    | -                 | -                   | 2,000.00            | 2,000.00               | -               | 2,000.00                 |
| Attorney Fees                               | 2,307.50          | 17,017.50           | 30,000.00           | 12,982.50              | -               | 12,982.50                |
| GSA Fees                                    | -                 | 72,210.00           | 75,000.00           | 2,790.00               | -               | 2,790.00                 |
| VR/SBC/City of VTA Law Suit                 | 971.40            | 28,702.03           | 30,000.00           | 1,297.97               | -               | 1,297.97                 |
| Rental Equipment                            | -                 | 3,534.32            | 10,000.00           | 6,465.68               | -               | 6,465.68                 |
| Audit Fees                                  | -                 | 21,050.00           | 30,000.00           | 8,950.00               | -               | 8,950.00                 |
| Small Tools                                 | -                 | 5,205.34            | 5,000.00            | (205.34)               | -               | (205.34)                 |
| Election Supplies                           | -                 | 567.83              | 2,500.00            | 1,932.17               | -               | 1,932.17                 |
| Treatment Plant                             | -                 | 10,176.40           | 10,000.00           | (176.40)               | -               | (176.40)                 |
| Fuel  | 1,195.37          | 20,900.98           | 20,000.00           | (900.98)               | -               | (900.98)                 |
| Travel Exp./Seminars                        | -                 | 1,946.31            | 2,000.00            | 53.69                  | -               | 53.69                    |
| Utilities                                   | 225.68            | 3,562.00            | 4,000.00            | 438.00                 | -               | 438.00                   |
| Power and Pumping                           | 2,013.27          | 88,661.90           | 97,000.00           | 8,338.10               | -               | 8,338.10                 |
| Meters                                      | 19,495.25         | 48,424.58           | 55,100.00           | 6,675.42               | -               | 6,675.42                 |
| Purchased Water                             | 78,874.64         | 127,064.22          | 127,064.22          | -                      | -               | -                        |
| CMWD Standby                                | 4,227.25          | 38,291.70           | 38,291.70           | -                      | -               | -                        |
| Online AutoPay Transactions Fees            | 2,675.10          | 9,681.10            | 8,000.00            | (1,681.10)             | -               | (1,681.10)               |
| <b>Total Expenditures</b>                   | <b>204,389.07</b> | <b>1,827,851.76</b> | <b>1,868,455.92</b> | <b>40,604.16</b>       | -               | <b>40,604.16</b>         |
| <b>Water Distribution System</b>            | -                 | -                   | -                   | -                      | -               | -                        |
|   | -                 | -                   | -                   | -                      | -               | -                        |
|   | -                 | -                   | -                   | -                      | -               | -                        |
| Valve Replacements                          | 23,030.91         | 25,991.26           | 66,500.00           | 40,508.74              | -               | 40,508.74                |
| Rehab Well 4                                | 1,950.00          | 157,567.00          | 180,000.00          | 22,433.00              | -               | 22,433.00                |
|   | -                 | -                   | -                   | -                      | -               | -                        |
| <b>Structures and Improvements</b>          | -                 | -                   | -                   | -                      | -               | -                        |
|   | -                 | -                   | -                   | -                      | -               | -                        |
| Trmnt. Plant 100% Eng. Design & Grant Asst. | -                 | 5,874.61            | 30,000.00           | 24,125.39              | -               | 24,125.39                |
| Emergency Generator                         | -                 | 174,268.14          | 140,000.00          | (34,268.14)            | -               | (34,268.14)              |
|   | -                 | -                   | -                   | -                      | -               | -                        |
| <b>Field Equipment</b>                      | -                 | -                   | -                   | -                      | -               | -                        |
|   | -                 | -                   | -                   | -                      | -               | -                        |
| Chlorine Alarms                             | 8,400.00          | 14,900.00           | 10,000.00           | (4,900.00)             | -               | (4,900.00)               |
| Welding Machine                             | -                 | 3,093.24            | 3,500.00            | 406.76                 | -               | 406.76                   |
| Air Compressor                              | -                 | 4,245.51            | 7,500.00            | 3,254.49               | -               | 3,254.49                 |
| Generator - Truck                           | -                 | 860.92              | 1,200.00            | 339.08                 | -               | 339.08                   |
|   | -                 | -                   | -                   | -                      | -               | -                        |
| Appropriations for Contingencies            | -                 | 91,596.56           | 100,000.00          | 8,403.44               | -               | 8,403.44                 |
| <b>Total CIP Spending</b>                   | <b>33,380.91</b>  | <b>478,397.24</b>   | <b>538,700.00</b>   | <b>60,302.76</b>       | -               | <b>60,302.76</b>         |
| <b>GRAND TOTAL</b>                          | <b>237,769.98</b> | <b>2,306,249.00</b> | <b>2,407,155.92</b> | <b>100,906.92</b>      | -               | <b>100,906.92</b>        |





## Meiners Oaks County Water District, CA

# Check Report

By Vendor Name

Date Range: 06/16/2025 - 07/15/2025

| Vendor Number              | Vendor Name                             | Payment Date | Payment Type                           | Discount Amount | Payment Amount | Number     |
|----------------------------|---|--------------|--|-----------------|----------------|------------|
| Payable #                  | Payable Type                            | Post Date    | Payable Description                    | Discount Amount | Payable Amount |            |
| Bank Code: AP Bank-AP Bank |   |              |  |                 |                |            |
| AWWA                       | American Water Works Association        | 07/07/2025   | Regular                                | 0.00            | 525.00         | 11806      |
| <u>SO233155</u>            | Invoice                                 | 07/01/2025   | 2025-26 Membership                     | 0.00            | 525.00         |            |
| AQUA-F                     | Aqua-Flo Supply                         | 07/11/2025   | Regular                                | 0.00            | 144.39         | 11810      |
| <u>SI2545065</u>           | Invoice                                 | 06/05/2025   | Parts for Zone 2                       | 0.00            | 144.39         |            |
| BADGER                     | Badger Meter                            | 06/26/2025   | Regular                                | 0.00            | 12,098.20      | 11790      |
| <u>1738541</u>             | Invoice                                 | 06/13/2025   | 5/8" x 3/4" Meters                     | 0.00            | 11,957.88      |            |
| <u>1738542</u>             | Invoice                                 | 06/13/2025   | Communication Device Kit               | 0.00            | 140.32         |            |
| BADGER                     | Badger Meter                            | 07/11/2025   | Regular                                | 0.00            | 77.63          | 11811      |
| <u>80200361</u>            | Invoice                                 | 06/28/2025   | Beacon Hosting                         | 0.00            | 77.63          |            |
| CALPERS                    | California Public Employees' Retirement | 06/30/2025   | Bank Draft                             | 0.00            | 4,837.50       | DFT0002407 |
| <u>INV0002921</u>          | Invoice                                 | 06/13/2025   | Health                                 | 0.00            | 4,837.50       |            |
| CALPERS                    | California Public Employees' Retirement | 06/30/2025   | Bank Draft                             | 0.00            | 4,837.50       | DFT0002417 |
| <u>INV0002933</u>          | Invoice                                 | 06/30/2025   | Health                                 | 0.00            | 4,837.50       |            |
| CALPERS                    | California Public Employees' Retirement | 06/26/2025   | Bank Draft                             | 0.00            | 23.23          | DFT0002426 |
| <u>061625</u>              | Invoice                                 | 06/16/2025   | Premium                                | 0.00            | 23.23          |            |
| CAL-STATE                  | Cal-State                               | 06/26/2025   | Regular                                | 0.00            | 126.23         | 11791      |
| <u>306575</u>              | Invoice                                 | 06/19/2025   | Portable Toilet                        | 0.00            | 126.23         |            |
| CAL-STATE                  | Cal-State                               | 07/11/2025   | Regular                                | 0.00            | 131.86         | 11812      |
| <u>306948</u>              | Invoice                                 | 06/24/2025   | Portable Restroom                      | 0.00            | 131.86         |            |
| CMWD                       | Casitas Municipal Water District        | 07/11/2025   | Regular                                | 0.00            | 83,101.89      | 11813      |
| <u>261150625</u>           | Invoice                                 | 06/30/2025   | Fairview Standby                       | 0.00            | 1,970.05       |            |
| <u>261150625-2</u>         | Invoice                                 | 06/30/2025   | Fairview Purchased Water               | 0.00            | 78,874.64      |            |
| <u>262000625</u>           | Invoice                                 | 06/30/2025   | Hartmann Allocation                    | 0.00            | 287.15         |            |
| <u>300650625</u>           | Invoice                                 | 06/30/2025   | Tico/La Luna Standby                   | 0.00            | 1,970.05       |            |
| C I T                      | Coastal Instrumentation & Telemetry     | 06/26/2025   | Regular                                | 0.00            | 11,100.00      | 11792      |
| <u>05-009</u>              | Invoice                                 | 06/01/2025   | SCADA Programming - Modify Excel Progr | 0.00            | 1,800.00       |            |
| <u>25-007</u>              | Invoice                                 | 06/01/2025   | Program Win911                         | 0.00            | 900.00         |            |
| <u>25-008</u>              | Invoice                                 | 06/01/2025   | Install Wireless Conduit               | 0.00            | 3,000.00       |            |
| <u>25-010</u>              | Invoice                                 | 06/01/2025   | SCADA Programming - Chlorine Alarms    | 0.00            | 5,400.00       |            |
| DATAP                      | Dataprose LLC                           | 06/26/2025   | Regular                                | 0.00            | 1,021.45       | 11793      |
| <u>DP2502546</u>           | Invoice                                 | 06/01/2025   | Billing & Postage                      | 0.00            | 1,021.45       |            |
| DATAP                      | Dataprose LLC                           | 07/11/2025   | Regular                                | 0.00            | 1,000.44       | 11814      |
| <u>DP2503145</u>           | Invoice                                 | 06/30/2025   | Bulk Billing & Postage                 | 0.00            | 1,000.44       |            |
| EJHAR                      | E. J. Harrison Roloffs, Inc.            | 06/26/2025   | Regular                                | 0.00            | 895.46         | 11794      |
| <u>281300625</u>           | Invoice                                 | 06/12/2025   | Office Trash                           | 0.00            | 370.80         |            |
| <u>994260625</u>           | Invoice                                 | 06/04/2025   | 2680 Maricopa Hwy.                     | 0.00            | 524.66         |            |
| FAMCON                     | Famcon Pipe and Supply, Inc             | 07/11/2025   | Regular                                | 0.00            | 14,796.64      | 11815      |
| <u>S100156535.001</u>      | Invoice                                 | 06/04/2025   | Brass Nipple - Zone 2                  | 0.00            | 245.60         |            |
| <u>S100157637.001</u>      | Invoice                                 | 06/19/2025   | Valve Replacement Inventory            | 0.00            | 7,901.11       |            |
| <u>S100157678.001</u>      | Invoice                                 | 06/19/2025   | Valve Replacement Inventory            | 0.00            | 5,851.45       |            |
| <u>S100158011.001</u>      | Invoice                                 | 06/24/2025   | Boxes & Lids                           | 0.00            | 798.48         |            |

## Check Report

Date Range: 06/16/2025 - 07/15/2025

| Vendor Number              | Vendor Name                       | Payment Date | Payment Type                          | Discount Amount | Payment Amount | Number |
|----------------------------|-----------------------------------|--------------|---------------------------------------|-----------------|----------------|--------|
| Payable #                  | Payable Type                      | Post Date    | Payable Description                   | Discount Amount | Payable Amount |        |
| FGLENV                     | FGL Environmental                 | 06/26/2025   | Regular                               | 0.00            | 2,106.00       | 11795  |
| <a href="#">509000A</a>    | Invoice                           | 06/11/2025   | Samples                               | 0.00            | 154.00         |        |
| <a href="#">509001A</a>    | Invoice                           | 06/18/2025   | Samples                               | 0.00            | 740.00         |        |
| <a href="#">509002A</a>    | Invoice                           | 06/18/2025   | Samples                               | 0.00            | 795.00         |        |
| <a href="#">509307A</a>    | Invoice                           | 06/10/2025   | Samples                               | 0.00            | 39.00          |        |
| <a href="#">509308A</a>    | Invoice                           | 06/18/2025   | Samples                               | 0.00            | 113.00         |        |
| <a href="#">509311A</a>    | Invoice                           | 06/10/2025   | Samples                               | 0.00            | 79.00          |        |
| <a href="#">509867A</a>    | Invoice                           | 06/18/2025   | Samples                               | 0.00            | 113.00         |        |
| <a href="#">510008A</a>    | Invoice                           | 06/19/2025   | Samples                               | 0.00            | 73.00          |        |
| FGLENV                     | FGL Environmental                 | 07/11/2025   | Regular                               | 0.00            | 746.00         | 11816  |
| <a href="#">508999A</a>    | Invoice                           | 06/01/2025   | Samples                               | 0.00            | 210.00         |        |
| <a href="#">510271A</a>    | Invoice                           | 06/25/2025   | Samples                               | 0.00            | 113.00         |        |
| <a href="#">510750A</a>    | Invoice                           | 06/30/2025   | Samples                               | 0.00            | 113.00         |        |
| <a href="#">510893A</a>    | Invoice                           | 06/26/2025   | Samples                               | 0.00            | 79.00          |        |
| <a href="#">511145A</a>    | Invoice                           | 07/08/2025   | Samples                               | 0.00            | 39.00          |        |
| <a href="#">511146A</a>    | Invoice                           | 07/08/2025   | Samples                               | 0.00            | 79.00          |        |
| <a href="#">511148A</a>    | Invoice                           | 07/07/2025   | Samples                               | 0.00            | 113.00         |        |
| GRUBER                     | Gruber Grading & Ag               | 06/26/2025   | Regular                               | 0.00            | 9,278.35       | 11796  |
| <a href="#">INV235</a>     | Invoice                           | 06/17/2025   | N. Pueblo & Mesa - Patch Paving       | 0.00            | 2,723.35       |        |
| <a href="#">INV236</a>     | Invoice                           | 06/17/2025   | 982 Oso - 8" Valve Replacement        | 0.00            | 6,555.00       |        |
| GUARDIAN                   | Guardian                          | 06/26/2025   | Regular                               | 0.00            | 539.15         | 11788  |
| <a href="#">INV0002922</a> | Invoice                           | 06/13/2025   | Dental                                | 0.00            | 269.60         |        |
| <a href="#">INV0002934</a> | Invoice                           | 06/30/2025   | Dental                                | 0.00            | 269.55         |        |
| GUARDIAN                   | Guardian                          | 06/26/2025   | Regular                               | 0.00            | 71.45          | 11797  |
| <a href="#">7690460625</a> | Invoice                           | 06/12/2025   | Dental                                | 0.00            | 71.45          |        |
| HLTHNE                     | Health Net Life Insurance Company | 06/26/2025   | Regular                               | 0.00            | 66.90          | 11798  |
| <a href="#">61790625</a>   | Invoice                           | 06/04/2025   | Life Insurance                        | 0.00            | 66.90          |        |
| HCS                        | Herum/Crabtree/Suntag             | 07/11/2025   | Regular                               | 0.00            | 971.40         | 11817  |
| <a href="#">115217</a>     | Invoice                           | 06/25/2025   | SBCK vs VTA                           | 0.00            | 971.40         |        |
| JPOWERS                    | John Powers                       | 06/26/2025   | Regular                               | 0.00            | 150.00         | 11799  |
| <a href="#">978457</a>     | Invoice                           | 06/05/2025   | Threaded & Deburred 2" Pipe           | 0.00            | 150.00         |        |
| LAFCO                      | Local Agency Formation Committee  | 07/07/2025   | Regular                               | 0.00            | 1,785.00       | 11807  |
| <a href="#">20252026</a>   | Invoice                           | 07/01/2025   | 2025-26 LAFCO Apportionment Of Net Co | 0.00            | 1,785.00       |        |
| LYTWAVE                    | Lytwave                           | 06/26/2025   | Regular                               | 0.00            | 237.11         | 11800  |
| <a href="#">14347</a>      | Invoice                           | 06/15/2025   | VoIP/Elevate Communications           | 0.00            | 237.11         |        |
| MOHARD                     | Meiners Oaks Hardware             | 07/11/2025   | Regular                               | 0.00            | 37.82          | 11818  |
| <a href="#">117706</a>     | Invoice                           | 06/03/2025   | Network Cable                         | 0.00            | 7.41           |        |
| <a href="#">117982</a>     | Invoice                           | 06/06/2025   | Cable Ties, Tape                      | 0.00            | 9.35           |        |
| <a href="#">118271</a>     | Invoice                           | 06/10/2025   | Batteries                             | 0.00            | 18.53          |        |
| <a href="#">118473</a>     | Invoice                           | 06/11/2025   | Spray Bottles                         | 0.00            | 2.53           |        |
| MITEC                      | MiTec Solutions LLC               | 06/26/2025   | Regular                               | 0.00            | 488.76         | 11801  |
| <a href="#">1073442</a>    | Invoice                           | 06/20/2025   | Remote Labor                          | 0.00            | 60.00          |        |
| <a href="#">QB2135</a>     | Invoice                           | 06/15/2025   | SplashTop                             | 0.00            | 20.00          |        |
| <a href="#">QB2161</a>     | Invoice                           | 06/15/2025   | Monthly Service & X360 Cloud          | 0.00            | 353.76         |        |
| <a href="#">QB2186</a>     | Invoice                           | 06/15/2025   | AntiVirus                             | 0.00            | 55.00          |        |
| MITEC                      | MiTec Solutions LLC               | 07/11/2025   | Regular                               | 0.00            | 652.95         | 11819  |
| <a href="#">1073536</a>    | Invoice                           | 07/02/2025   | Remote Labor                          | 0.00            | 240.00         |        |
| <a href="#">1073567</a>    | Invoice                           | 07/10/2025   | PC Remote Access Repair               | 0.00            | 60.00          |        |
| <a href="#">QB2217</a>     | Invoice                           | 07/01/2025   | Web Hosting, ShareSync                | 0.00            | 74.95          |        |
| <a href="#">QB2220</a>     | Invoice                           | 07/01/2025   | X360Recover                           | 0.00            | 180.00         |        |
| <a href="#">QB2307</a>     | Invoice                           | 07/01/2025   | Off Site Back Up                      | 0.00            | 98.00          |        |

## Check Report

Date Range: 06/16/2025 - 07/15/2025

| Vendor Number          | Vendor Name                            | Payment Date | Payment Type                       | Discount Amount | Payment Amount | Number     |
|------------------------|--|--------------|------------------------------------|-----------------|----------------|------------|
| Payable #              | Payable Type                           | Post Date    | Payable Description                | Discount Amount | Payable Amount |            |
| NCK&K                  | Nelson Comis Kettle & Kinney, LLP      | 07/11/2025   | Regular                            | 0.00            | 845.00         | 11820      |
| <u>15658</u>           | Invoice                                | 06/30/2025   | Attorney Fees                      | 0.00            | 845.00         |            |
| PATHIAN                | Pathian Administrators                 | 06/26/2025   | Regular                            | 0.00            | 114.47         | 11789      |
| <u>INV0002924</u>      | Invoice                                | 06/13/2025   | HSBS                               | 0.00            | 57.24          |            |
| <u>INV0002936</u>      | Invoice                                | 06/30/2025   | HSBS                               | 0.00            | 57.23          |            |
| PERS                   | Public Employees' Retirement System    | 06/30/2025   | Bank Draft                         | 0.00            | 700.00         | DFT0002406 |
| <u>INV0002920</u>      | Invoice                                | 06/13/2025   | 457 Withholdings                   | 0.00            | 700.00         |            |
| PERS                   | Public Employees' Retirement System    | 06/30/2025   | Bank Draft                         | 0.00            | 3,746.90       | DFT0002408 |
| <u>INV0002923</u>      | Invoice                                | 06/13/2025   | PERS                               | 0.00            | 3,746.90       |            |
| PERS                   | Public Employees' Retirement System    | 06/30/2025   | Bank Draft                         | 0.00            | 700.00         | DFT0002416 |
| <u>INV0002932</u>      | Invoice                                | 06/30/2025   | 457 Withholdings                   | 0.00            | 700.00         |            |
| PERS                   | Public Employees' Retirement System    | 06/30/2025   | Bank Draft                         | 0.00            | 3,924.34       | DFT0002418 |
| <u>INV0002935</u>      | Invoice                                | 06/30/2025   | PERS                               | 0.00            | 3,924.34       |            |
| PERS                   | Public Employees' Retirement System    | 07/08/2025   | Bank Draft                         | 0.00            | 3,974.33       | DFT0002427 |
| <u>10000001797221</u>  | Invoice                                | 07/01/2025   | Unfunded Accrued Liability         | 0.00            | 3,974.33       |            |
| PERS                   | Public Employees' Retirement System    | 07/08/2025   | Bank Draft                         | 0.00            | 129.92         | DFT0002428 |
| <u>10000001797222</u>  | Invoice                                | 07/01/2025   | Unfunded Accrued Liability         | 0.00            | 129.92         |            |
| SCE                    | Southern California Edison Co.         | 06/26/2025   | Regular                            | 0.00            | 2,230.38       | 11802      |
| <u>OFFELE-0625</u>     | Invoice                                | 06/24/2025   | Office Electricity                 | 0.00            | 217.11         |            |
| <u>TNKFRM0625</u>      | Invoice                                | 06/24/2025   | Tank Farm                          | 0.00            | 22.66          |            |
| <u>WELL1-0625</u>      | Invoice                                | 06/24/2025   | Well 1                             | 0.00            | 699.43         |            |
| <u>WELL2-0625</u>      | Invoice                                | 06/24/2025   | Well 2                             | 0.00            | 272.34         |            |
| <u>WELL4&amp;70625</u> | Invoice                                | 06/24/2025   | Well 4&7                           | 0.00            | 115.67         |            |
| <u>WELL8-0625</u>      | Invoice                                | 06/24/2025   | Well 8                             | 0.00            | 207.58         |            |
| <u>Z-1-0625</u>        | Invoice                                | 06/24/2025   | Zone 1                             | 0.00            | 134.46         |            |
| <u>Z-2FIRE0625</u>     | Invoice                                | 06/24/2025   | Zone 2 Fire                        | 0.00            | 109.14         |            |
| <u>Z-2PWR0625</u>      | Invoice                                | 06/24/2025   | Zone 2 Power                       | 0.00            | 435.08         |            |
| <u>Z-3FIRE0625</u>     | Invoice                                | 06/24/2025   | Zone 3 Fire                        | 0.00            | 16.91          |            |
| SCGAS                  | Southern California Gas Co.            | 07/11/2025   | Regular                            | 0.00            | 8.57           | 11821      |
| <u>1135</u>            | Invoice                                | 06/27/2025   | Office Heat                        | 0.00            | 8.57           |            |
| SDRMA                  | Special District Risk Management Auth. | 07/07/2025   | Regular                            | 0.00            | 25,434.30      | 11808      |
| <u>78493</u>           | Invoice                                | 07/01/2025   | 2025-26 Workers' Comp Program      | 0.00            | 25,434.30      |            |
| SDRMA                  | Special District Risk Management Auth. | 07/07/2025   | Regular                            | 0.00            | 82,825.19      | 11809      |
| <u>78026</u>           | Invoice                                | 07/01/2025   | 2025-26 Property/Liability Package | 0.00            | 82,825.19      |            |
| TYLER                  | Tyler Technologies, Inc.               | 07/11/2025   | Regular                            | 0.00            | 2,714.80       | 11822      |
| <u>025-516988</u>      | Invoice                                | 06/30/2025   | Insite Transaction Fees            | 0.00            | 2,675.10       |            |
| <u>025-517482</u>      | Invoice                                | 06/30/2025   | Billing Notification Calls         | 0.00            | 39.70          |            |
| UAOFSC                 | Underground Service Alert of So.Ca.    | 07/11/2025   | Regular                            | 0.00            | 34.05          | 11823      |
| <u>620250460</u>       | Invoice                                | 07/01/2025   | Digalerts                          | 0.00            | 34.05          |            |

Check Report

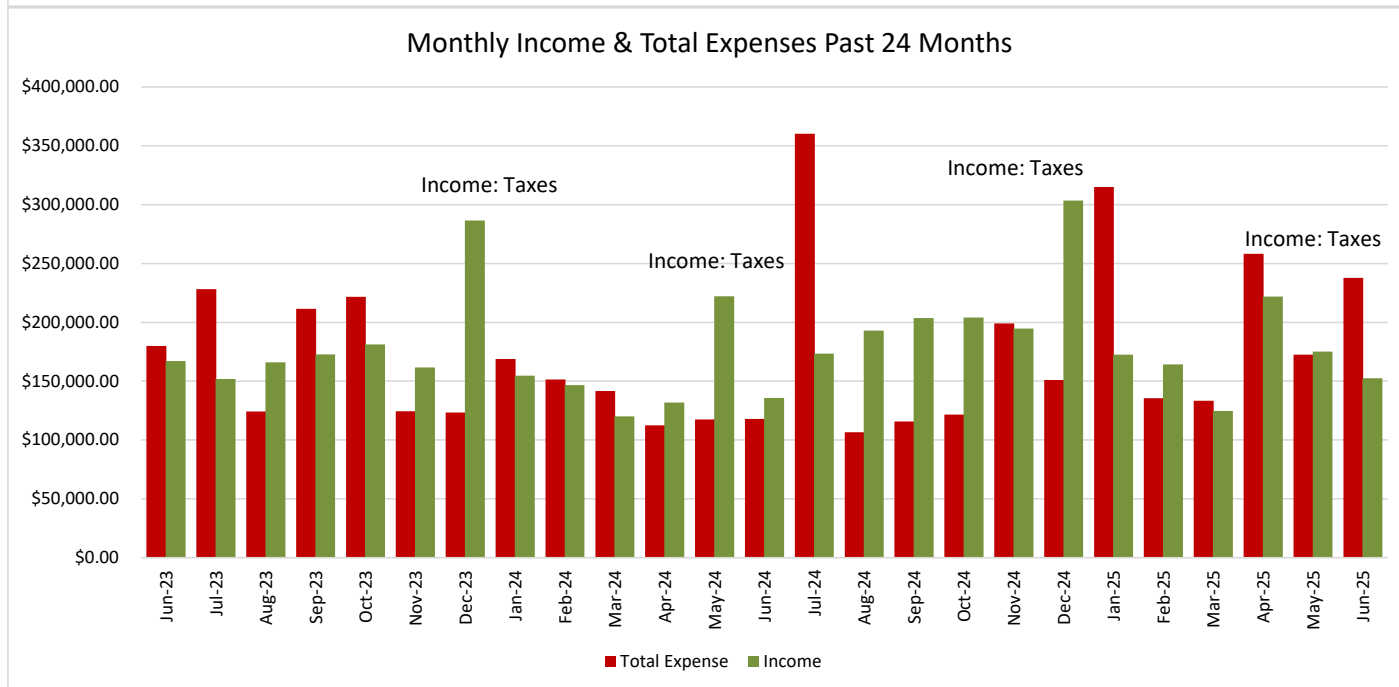
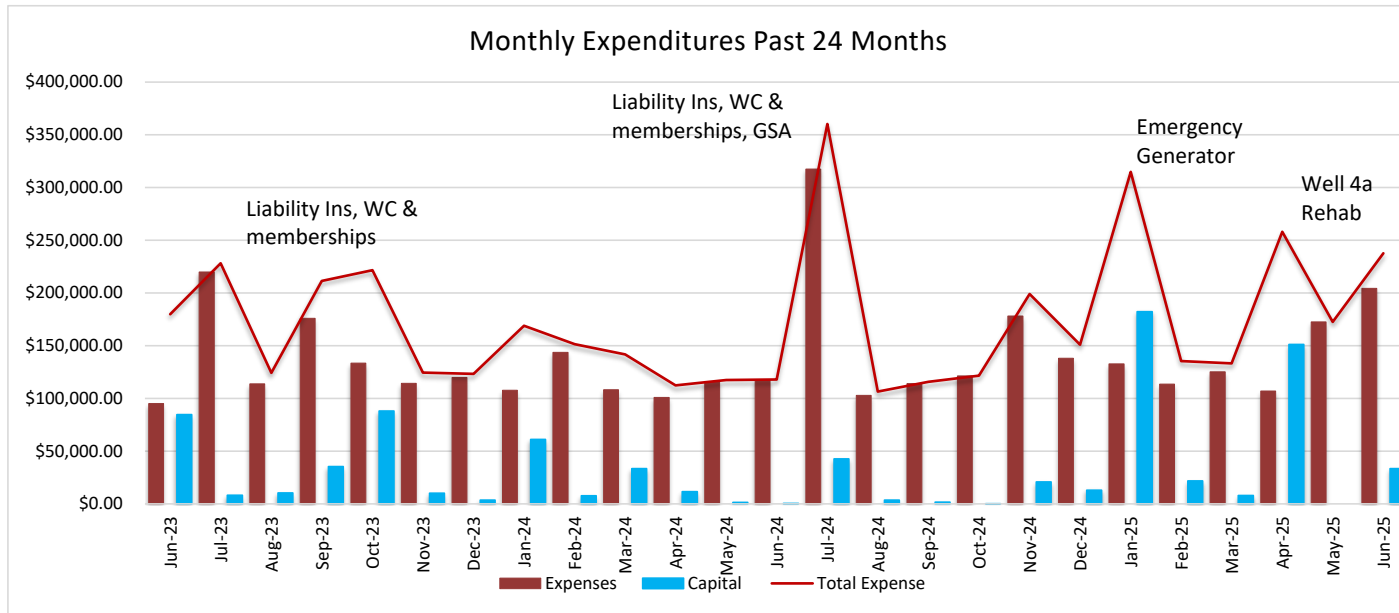
Date Range: 06/16/2025 - 07/15/2025

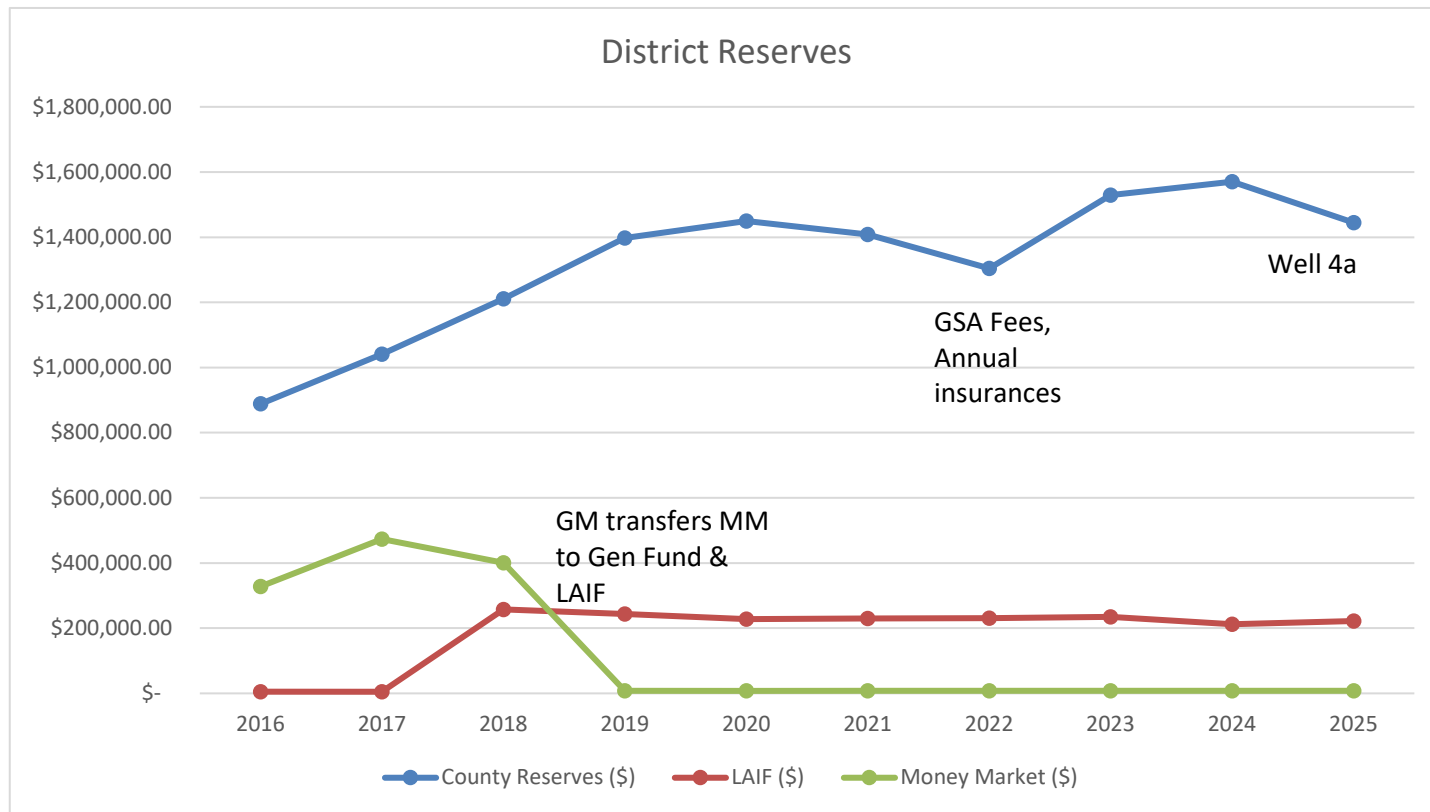
| Vendor Number  | Vendor Name                   | Payment Date | Payment Type            | Discount Amount | Payment Amount | Number |
|----------------|-------------------------------|--------------|-------------------------|-----------------|----------------|--------|
| Payable #      | Payable Type                  | Post Date    | Payable Description     | Discount Amount | Payable Amount |        |
| USBANK         | US Bank Corporate Pmt. System | 07/11/2025   | Regular                 | 0.00            | 1,449.85       | 11824  |
| AMAZON052625   | Credit Memo                   | 06/01/2025   | Label Maker Tape Return | 0.00            | -19.20         |        |
| AMAZON060225   | Invoice                       | 06/02/2025   | Water Dispenser         | 0.00            | 160.86         |        |
| AMAZON060525   | Invoice                       | 06/05/2025   | Dri-Tek Shirts          | 0.00            | 42.88          |        |
| AMAZON060625   | Invoice                       | 06/06/2025   | Wireless Adapter        | 0.00            | 30.56          |        |
| AMAZON060725   | Invoice                       | 06/06/2025   | Shirts                  | 0.00            | 62.70          |        |
| AMAZON060825   | Invoice                       | 06/09/2025   | Shirts                  | 0.00            | 108.20         |        |
| AMAZON060925   | Invoice                       | 06/09/2025   | Shirts                  | 0.00            | 67.30          |        |
| AMAZON061125   | Invoice                       | 06/11/2025   | Shirts                  | 0.00            | 103.26         |        |
| AMAZON061225   | Credit Memo                   | 06/12/2025   | Shirts - Return         | 0.00            | -62.70         |        |
| AMAZON061625   | Credit Memo                   | 06/16/2025   | Shirts - Return         | 0.00            | -21.44         |        |
| AMAZON061725   | Credit Memo                   | 06/16/2025   | Shirts - Return         | 0.00            | -20.37         |        |
| AMAZON062025   | Invoice                       | 06/20/2025   | Shirts                  | 0.00            | 26.27          |        |
| AMAZON062325   | Invoice                       | 06/23/2025   | Shirts                  | 0.00            | 56.26          |        |
| AMAZON60625    | Invoice                       | 06/05/2025   | Dri-Tek Shirts          | 0.00            | 41.81          |        |
| AMAZON61225    | Invoice                       | 06/12/2025   | Shirts                  | 0.00            | 195.84         |        |
| ANDYS060225    | Invoice                       | 06/02/2025   | Ice For Samples         | 0.00            | 8.62           |        |
| OSS061025      | Invoice                       | 06/10/2025   | Storage Unit            | 0.00            | 212.00         |        |
| PPE060425      | Invoice                       | 06/04/2025   | Helmet                  | 0.00            | 96.97          |        |
| PRIME061625    | Invoice                       | 06/16/2025   | Membership              | 0.00            | 16.08          |        |
| REALVNC062325  | Invoice                       | 06/23/2025   | Real VNC                | 0.00            | 102.70         |        |
| SPECTRUM06162  | Invoice                       | 06/16/2025   | Internet                | 0.00            | 121.25         |        |
| STARLINK060425 | Invoice                       | 06/04/2025   | Internet                | 0.00            | 120.00         |        |
| VERIZON        | Verizon Wireless              | 07/11/2025   | Regular                 | 0.00            | 377.79         | 11826  |
| 6117066367     | Invoice                       | 06/26/2025   | Cell Phones             | 0.00            | 377.79         |        |
| WEX            | WEX BANK                      | 06/26/2025   | Regular                 | 0.00            | 1,195.37       | 11803  |
| 105411588      | Invoice                       | 06/15/2025   | Fuel                    | 0.00            | 1,195.37       |        |
| ZIP            | Ziptility                     | 07/11/2025   | Regular                 | 0.00            | 6,500.00       | 11827  |
| 1798           | Invoice                       | 07/02/2025   | Ziptility Annual Fee    | 0.00            | 6,500.00       |        |

Bank Code AP Bank Summary

| Payment Type   | Payable Count | Payment Count | Discount | Payment    |
|----------------|---------------|---------------|----------|------------|
| Regular Checks | 105           | 37            | 0.00     | 265,879.85 |
| Manual Checks  | 0             | 0             | 0.00     | 0.00       |
| Voided Checks  | 0             | 0             | 0.00     | 0.00       |
| Bank Drafts    | 9             | 9             | 0.00     | 22,873.72  |
| EFT's          | 0             | 0             | 0.00     | 0.00       |
|                | 114           | 46            | 0.00     | 288,753.57 |

PR 56,186.48







## **Resolution 20250715:**

### **A RESOLUTION OF MEINERS OAKS WATER DISTRICT, CA5610005, AUTHORIZING A CROSS-CONNECTION CONTROL PROGRAM (CCCP) PLAN**

The Meiners Oaks Water District finds:

WHEREAS, the California State Water Resources Board has recognized the need for protection of public health through the establishment of standards intended to ensure a public water system's (PWS) drinking water distribution system will not be subject to backflow;

WHEREAS, the California State Water Resources Board has established a new Cross-Connection Control Policy Handbook (CCCPH), effective July 1, 2024;

WHEREAS, the California State Water Resources Board requires that all PWS must implement a cross-connection control program within 12 months of the effective date;

WHEREAS, the California State Water Resources Board requires that all PWS must implement a cross-connection control program that complies with the standards adopted by the State Water Board;

WHEREAS, Meiners Oaks Water District supports the California State Water Resource Board and its adoption of the CCCPH;

NOW, THEREFORE, BE IT RESOLVED that Meiners Oaks Water District will develop, implement, and manage an effective cross-connection control plan that meets the standards outlined in the California State Water Resources Board CCCPH.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Meiners Oaks Water District Board of Directors in a meeting thereof held on July 15, 2025, by the following:



## Resolution 20250715:

### A RESOLUTION OF MEINERS OAKS WATER DISTRICT, CA5610005, AUTHORIZING A CROSS-CONNECTION CONTROL PROGRAM (CCCP) PLAN

Vote Count:

Ayes:

Nays:

Absent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Michel Etchart, Board President

ATTEST

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Summer Ward, Board Secretary





## Cross-Connection Control Program

Effective Date: July 1, 2025

## Cross-Connection Control (CCC) Program Plan

### Public Community Water System (PWS) Information

|   |                             |
|---|-----------------------------|
| Public Water System Name                                | Meiners Oaks Water District |
| Public Water System Number                              | CA5610005                   |
| Number of Single-Family Residential Service Connections | 1218                        |
| Number of Commercial Connections                        | 48                          |
| Number of Agricultural Service Connections              | 19                          |
| <b>Total Number of Service Connections</b>              | <b>1285</b>                 |

### Water System Ownership Type:

Meiners Oaks Water District is a community public water system, and a California Special District located in Ventura County, California, serving the residential, commercial, and agricultural communities in the unincorporated area of Meiners Oaks since 1949.

### PWS Background CCC Information

|  |           |
|--|-----------|
| Number of Residential Fire Protection System Service Connections   | <b>6</b>  |
| Number of Commercial Fire Protection System Service Connections  | <b>6</b>  |
| Number of Air Gaps used for backflow protection at the service connection  | <b>0</b>  |
| Number of Service Connections where internal protection is used in lieu of premises containment  | <b>0</b>  |
| Number of Recycled Water (RW) use sites  | <b>NA</b> |
| Number of Swivel-ells used for backflow protection at the service connection (applies to Recycled Water use sites)   | <b>NA</b> |
| Number of Sites requiring a water user supervisor (CCCPH Section 3.2.2(f)) – applies to any sites using recycled water, complex piping systems, or a user supervisor deemed necessary by the PWS | <b>NA</b> |

### Attachments to this Plan

**Attachment A** – Copy of legal authority (Operating rules, Ordinance, Resolution, By-law, Service Contract) used to implement CCC Program

**Attachment B** – ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures

**Attachment C** – Meiners Oaks Backflow Incident Report

## **Requirement for Program**

Meiners Oaks Water District, PWS identification # CA CA5610005, hereinafter referred to as “the PWS”, has the responsibility to protect the public water supply through implementation and enforcement of a cross-connection control (CCC) program.

The CCC requirements are contained in the Cross-Connection Control Policy Handbook (CCCPH), which is incorporated into the State of California’s Drinking Water Regulations and became effective July 1, 2024.

## **Program Objectives**

The objectives of the CCC program are to prevent the occurrence of backflow into a PWS distribution system to protect customers from contamination or pollution from any water user’s on-site hazards.

## **Required Elements of Program**

The CCCPH requires CCC programs for PWS to include certain minimum elements. Per the CCCPH, the minimum required elements of a CCC program are:

1. Operating Rules or Ordinances (Page 4)
2. Cross-Connection Control Program Coordinator (Page 5)
3. Hazard Assessments (Page 7)
4. Backflow Prevention (Page 10)
5. Certified BPA Testers and Certified CCC Specialists (Page 12)
6. BPA Testing (Page 13)
7. Recordkeeping (Page 15)
8. Backflow Incident Response, Reporting, and Notification (Page 16)
9. Public Outreach and Education (Page 17)
10. Local Entity Coordination (Page 18)

### **Element 1: Operating Rules or Ordinances (Legal Authority).**

*Per the CCCPH, each PWS must have operating rules, ordinances, by-laws, resolution, or service contract or agreement to implement the CCC program.*

The PWS was drafted Resolution 20250715 to authorize the PWS to have a cross-connection control program and to grant enforcement authority for failure to comply. The Resolution is scheduled to be presented at Board meeting on 07/15/2025 and will become effective immediately.

#### **Enforcement**

The PWS legal authority will authorize the PWS to deny or discontinue water service to a water user in the event a water user fails to comply with the CCC Program in a timely manner. This includes, but not limited to, the cooperation with hazard assessments, the installations of appropriate and required backflow prevention methods and the annual testing, inspection, repairs and maintenance of backflow prevention methods.

#### **Resolution Adoption Schedule**

| Legal Authority Status                                | Proposed Schedule |
|---|-------------------|
| Preparation of proposed legal authority               | 6/1/2025          |
| Introduction of the legal authority to governing body | 7/15/2025         |
| Adoption of legal authority                           | 7/15/2025         |
| Legal authority becomes effective                     | 7/15/2025         |

## **Element 2: Cross-Connection Control Program Coordinator.**

*Per the CCCPH, the PWS must designate at least one individual involved in the development of and be responsible for the reporting, tracking, and other administration duties of its CCC program.*

*For PWS with 1,000 or more service connections, the CCC program must be developed in consultation with a CCC specialist.*

*For PWS with more than 3,000 service connections the CCC program coordinator must be a CCC specialist. The CCC specialist must be a permanent or contracted employee of the PWS. The CCC specialist, or the CCC specialist designee, must be able to be contacted within one hour.*

To meet the certified CCC specialist requirement, the PWS will retain a certified CCC specialist on contract to provide the necessary CCC expertise and services.

The following cross-connection related tasks to be performed by or under the direction of the PWS certified CCC specialist:

- a. Preparation of and recommendations regarding changes to the CCC program;
- b. Performance of and/or review and approval of CCC hazard assessments;
- c. Provide recommendations on the type of BPA to be installed;
- d. Provide recommendations on schedules for retrofitting of BPA;
- e. Conduct or assist with the enforcement of CCC non-compliance;
- f. Conduct inspections of BPA for proper application and installation;
- g. Conduct review of BPA inspection and test reports (may also be performed by a certified BPA tester);
- h. Provide recommendations and/or the granting of exceptions to mandatory premises containment (protection at the service connection);
- i. Conduct or assist PWS staff in the investigation of backflow incidents and other water quality problems;
- j. Completion of Backflow Incident Reports; and
- k. Completion or review and approval of CCC Annual Reports and any other deliverables required by the State Water Board.

The PWS may delegate other CCC program activities to other personnel who are not certified CCC specialists. These personnel must be noted on the following page. These activities may include:

- a. Mailing, collecting, and initial screening of hazard assessments;
- b. Mailing of BPA testing and non-compliance notices;
- c. Receiving and screening of assembly testing reports;
- d. CCC program database administration and recordkeeping;
- e. Distribution of public education and outreach material; and
- f. Assisting tasks associated with coordination with the local entities.

The following table identifies the current certified specialist employed or retained on contract by the PWS to manage the PWS CCC program and/or act as the CCC technical resource for the PWS:

|   |                                    |
|---|------------------------------------|
| Name of Designated Certified CCC Specialist | Jody Hill                          |
| CCC Role/Title                              | Director Field Operations, BSI     |
| CCC Specialist Certification                | ABPA, #S03-657, expires 02.26.2028 |
| Email                                       | jody@backflow.com                  |
| Phone Number                                | 601-940-8845                       |

|                         |                                 |
|-------------------------|---------------------------------|
| Name of CCC Coordinator | MOWD Administrative Coordinator |
| Email                   | backflow@meinersoakswater.com   |
| Phone Number            | 805-646-2114 x1                 |

|                             |                             |
|-----------------------------|-----------------------------|
| Name of 24-hour CCC Contact | Justin Martinez             |
| Title                       | MOWD General Manager        |
| Email                       | justin@meinersoakswater.com |
| 24-hour Phone Number        | 805-297-7240                |

Any other PWS personnel (staff or contracted) involved with implementing the CCC Program:

|                |                                |
|----------------|--------------------------------|
| Name           | Summer Ward                    |
| CCC Role/Title | MOWD Assistant General Manager |
| Email          | summer@meinersoakswater.com    |
| Phone Number   | 805-646-2114 x 3               |

### **Element 3: Hazard Assessments.**

*The PWS must survey its service area and conduct hazard assessments per CCCPH Chapter 3, Article 2 that identifies actual or potential cross-connection hazards, degree of hazard, and any backflow protection needed.*

The PWS designated Cross-Connection Control Specialist shall review or conduct initial and follow-up hazard assessments and make a written finding that the hazard assessment correctly identified all hazards at the time of the evaluation, the appropriate degree of hazards, and the corresponding backflow protection.

#### **Initial Cross-Connection Hazard Assessments**

In accordance with CCCPH Section 3.2.1, the hazard assessment must consider the following criteria:

- a. The existence of cross-connections
- b. The type and use of materials handled and present, or likely to be, on the user's premises
- c. The degree of piping system complexity and accessibility
- d. Access to auxiliary water supplies, pumping systems, or pressure systems
- e. Distribution system conditions that increase the likelihood of backflow
- f. User premises accessibility
- g. Any previous backflow incidents on the user premises
- h. The requirements and information provided in the CCCPH.

The procedures for conducting the hazard assessments are as follows:

- a. For **commercial and agricultural service connections**, the PWS staff will conduct the onsite assessment or site survey for hazard identification. Notification will be provided to the water customer before the hazard assessment, informing the water customer of the requirements of the hazard assessment.
- b. For **single-family and multi-family residential service connections**, the PWS staff will review any records on file and/or building permit applications for hazard assessment. PWS staff will review and conduct the onsite assessment or site survey for any hazards, as required. Notification will be provided to the water customer before the hazard assessment, informing the water customer of the requirements of the hazard assessment.
- c. For **new temporary service connections** (i.e., temporary fire hydrant connections used for construction projects, emergency services connections), the PWS staff will review temporary connection applications for hazard identification.

#### **Cross-Connection Hazard Survey Schedule for Initial Hazard Assessments**

The schedule for initial hazard assessment is outlined in the following table. The schedule starts from the date the CCC program is established (no later than July 1, 2025).

| <b>Initial Assessment Task</b>                                       | <b>Estimated number to be completed per year</b> | <b>Estimated Completion Date</b> |
|--|--|----------------------------------|
| Hazard assessment of new connections before initiating water service | Estimate 5                                       | Ongoing                          |

| Initial Assessment Task   | Estimated number to be completed per year | Estimated Completion Date |
|---|---|---------------------------|
| Hazard assessment of all non-residential service connections.           | 70  | 7/1/2026                  |
| Hazard assessment of all residential service connections                | 300                                       | 7/1/2030                  |
| Fire Protection (Sprinkler) Connections BPA assessment and installation | 6   | 7/1/2026                  |

## Fire Protection Systems

Per the CCCPH, a PWS must ensure its distribution system is protected with no less than DC protection for a user's premises with a fire protection system within 10 years of the effective date of the CCCPH.

For existing fire protection systems where DC or RP protection cannot be installed, the PWS may propose an alternative completion date or alternative method of backflow protection that provides at least the same level of protection to the public water supply (CCCPH Section 3.2.2(e)).

## Cross-Connection Hazard Survey Schedule for Subsequent Hazard Re-Assessments

In accordance with CCCPH Section 3.2.1(e), the PWS is required to perform a hazard reassessment if one of the following criteria applies:

- If a user's premises changes account holder (excluding single-family residences)
- If a user's premises is newly or re-connected to the PWS
- If evidence exists of changes in the activities or materials on a user's premises
- If backflow from a user's premises occurs
- Periodically, as identified in this Plan
- If the State Water Board requests a hazard assessment of a user's premises
- If the PWS concludes that an existing hazard assessment may no longer accurately represent the degree of hazard.

For subsequent cross-connection hazard reassessments, procedures for evaluating the backflow protection requirements are:

- For **commercial and agricultural service connections**, the PWS staff will conduct the on-site reassessment or site survey for hazard identification. Notification will be provided to the water customer before the hazard assessment, informing the water customer of the requirements of the hazard assessment.
- For **single-family and multi-family residential service connections**, the PWS staff will review any records on file and/or building permit applications for hazard re-assessment. PWS staff will review and conduct the onsite assessment or site survey for any hazards, as required. Notification will be provided to the water customer before the hazard assessment, informing the water customer of the requirements of the hazard assessment.

## Enforcement

When the water user (customer) fails to cooperate with the required initial hazard assessment or the corresponding reassessment to be performed by limiting or denying full access to the facility,



the PWS will take the following enforcement action:

- a. Require RP backflow prevention assembly to be installed; or
- b. Water service will be disconnected until full access is allowed.

#### **Element 4: Backflow Prevention.**

*The PWS must ensure that actual and potential cross-connections are eliminated when possible or controlled by the installation of approved BPA or air gaps consistent with the requirements of the CCCPH Article 3.*

#### **Backflow Preventer Requirements**

The PWS will require that water service to water users with identified hazards be protected at the service connection in a manner acceptable to the PWS. The level of protection should be commensurate with the degree of hazard identified in the Hazard Assessment procedures (CCC Program Element 3).

In lieu of premises containment, with the concurrence of the PWS CCC Specialist, the water user may install in-premises protection that is commensurate with the degree of hazard at the user's premises.

The PWS will require temporary meters (i.e., meters used for temporary service connections at fire hydrants for construction projects) to be equipped with an RP or an approved air gap. The PWS will inspect temporary meter connections within 1 day of initiating service to ensure that adequate backflow protection is provided and appropriate for onsite hazards.

#### **Approved BPA and Installation**

The PWS is required to ensure that BPAs are approved and installed in accordance with the standards noted in CCCPH Sections 3.3.1 and 3.3.2.

All BPA must be installed in:

- a. The orientation for which they are approved;
- b. A manner and location that facilitates their proper operation, maintenance, and testing or inspection;
- c. A manner that will protect them from weather-related conditions such as flooding and freezing; and
- d. Compliance with applicable safety regulations.

#### **Schedule for Installation of BPA**

The following table shows the schedule that the PWS will follow for the installation of BPA when required (based on the hazard assessment).

The PWS may consider granting an extension of 14 days for the installation of BPA for an existing connection if requested by the premises owner.

| <b>Type of Service</b>  | <b>Schedule</b>                                     |
|---|---|
| New connections with identified hazards                           | Before water service is initiated                   |
| Existing connections with high or low hazards identified          | Within <b>45</b> days after water user notification |
| Existing fire protection systems supplied by the PWS water supply | Within <b>45</b> days after water user notification |

#### **Air Gaps**

Air gaps must be installed such that:

- a. The receiving water container must be located on the water user's premises at the service connection unless the PWS has approved an alternate location;

- b. All piping between the water user's service connection and the discharge location of the receiving water container must be above finished grade and be accessible for visual inspection unless the PWS approves an alternative piping configuration;
- c. The PWS must ensure that the air gap meets requirements listed in CCCPH Appendix B; and
- d. Any new air gap installation at a water user's service connection must be reviewed and approved by the State Water Board before installation.

A list of any service connections protected with air gaps must be provided as an attachment to this Plan.

## **Enforcement**

When the water user (customer) fails to install the required backflow protection within **45** days after the due date specified, the PWS will take the following enforcement action:

- a. The PWS will send a second notice giving the customer an additional **14** days to comply. The notice will also inform the customer that failure to respond to this notice satisfactorily will result in penalties in accordance with its legal authority (CCC Program Element 1).
- b. If the customer has not complied within **14** days of the due date given in the second notice, the PWS will send a third notice, **granting an additional 7 days**, by certified mail or hand delivery. The notice will also inform the customer that failure to respond to this notice satisfactorily will result in penalties in accordance with its legal authority (CCC Program Element 1).

The PWS will send copies of notices to the owner and occupants of the premises (if different from the customer).

Water service will be disconnected until the corrections are completed and the BPA is in compliance; applicable fees will be applied to the water account for reconnection.

## **Element 5: Certified BPA Testers and Certified CCC Specialists.**

*The PWS must ensure all BPA testers and CCC specialists used are certified per CCCPH Article 4.*

### **BPA Testers**

Any individuals who conduct backflow prevention assembly testing, maintenance, and repairs must possess a current Backflow Prevention Assembly Tester certification from a certifying organization recognized by the State Water Resources Control Board (eg, ABPA, CA-NV AWWA, etc). The individual must submit a copy of their current, valid tester certificate, as well as a copy of the current certificate showing field test kit or gauge equipment accuracy verification. Evidence of valid certification must be provided to PWS staff before expiration of existing certification. Failure to provide the PWS with evidence of valid certification will invalidate tests performed by the tester. The PWS shall maintain a list made available to customers of certified testers. The PWS reserves the right to disallow the use of an individual tester if the PWS has reason to believe an accredited tester may not be proficient in accurately determining the operating condition of a backflow assembly, or for any other reason, including but not limited to fraud, deceit, negligence, or misconduct. The PWS shall report any evidence of a tester falsifying reports to that tester's certifying organization.

### **CCC Specialists**

Any individuals who conduct hazard assessments must possess a current CCC Specialist certification from a certifying organization recognized by the State Water Resources Control Board (ABPA or CA-NV AWWA). If an individual wishes to have their credentials reviewed outside of the training of these two organizations, approval may be granted on a case-by-case basis. The individual must submit a valid copy of their specialist certification to the PWS before conducting business as a hired CCC Specialist.

The PWS will use a current list of pre-approved BPA Testers and/or CCC Specialists issued by another local entity (i.e., County Health Department or another PWS) having acceptable quality assurance requirements as sufficient evidence of qualification to be included on the PWS pre-approved list.

ABPA Website – [www.abpa.org/page/tester\\_cert](http://www.abpa.org/page/tester_cert)  
CA-NV AWWA Website - [www.ca-nv-awwa.org](http://www.ca-nv-awwa.org)

### **Quality Assurance**

The PWS staff will review BPA inspection/test report forms submitted by the certified BPA testers within 30 days of receipt.

The PWS staff will provide follow-up on test reports that are deficient in any way.

The PWS staff will report incidences of fraud or gross incompetence on the part of any certified tester to the certifying organization.

## **Element 6: BPA Testing.**

*The PWS must develop and implement a procedure for ensuring all BPA are field tested, inspected, and maintained and air gaps are inspected and maintained in accordance with CCCPH Section 3.3.3.*

### **Inspection and Testing of BPA**

All BPA used for the PWS CCC Program will be subject to inspection and, if applicable, testing by the PWS. This includes BPA installed for internal protection within a user's premises in lieu of premises containment. The PWS must have access to the user premises and must ensure that the on-site protection meets the requirements of the CCCPH for installation, field testing, and inspections.

Inspection and testing of BPA will be as follows:

- a. The PWS-certified CCC specialist will inspect BPA for proper application (i.e., to ensure that the BPA installed is commensurate with the degree of hazard).
- b. Either a certified CCC specialist or a certified BPA tester will perform inspections of BPA for correct installation.
- c. A certified BPA tester will test assemblies.

### **Air Gaps**

The procedures for inspecting air gaps used for premises containment protection must be attached to this Plan.

### **Frequency of Inspection and Testing**

Inspection and testing of BPA will be conducted:

- a. At the time of installation;
- b. Annually (approximately 12 months) or more frequently after installation;
- c. After a backflow incident, and
- d. After BPA repair, reinstallation, relocation, or re-plumbing

The PWS, State Water Board, or local health agency may require a BPA to be inspected and/or tested more frequently than once a year.

### **Responsibility for Inspection and Testing**

To ensure that all BPAs are inspected and tested, the PWS will require the customer to be responsible for the inspection, maintenance, and testing of BPAs that the customer owns. PWS will require the customer to be responsible for the inspection, maintenance, and testing of the BPA that the customer owns.

### **Approved Test Procedures**

The PWS will require that all assemblies relied upon to protect the public water system be tested in accordance with test procedures as described in the most recent edition of the USC Foundation for Cross-Connection Control and Hydraulic Research Manual.

The PWS-certified Specialist must approve any proposal to use alternate test procedures.

### **Notification of Routine (i.e., Annual) BPA Testing**

The PWS will notify customers via USPS Mail who own a BPA used for public water system protection to have their BPA inspected and/or tested each year. Notices will be sent out not less than 30 days before the due date of the inspection and/or test. The notice will also specify the date (up to 30 days after the due date of the inspection and/or test date) by which the PWS must receive the test report.

For BPAs that are under the responsibility of the PWS, the PWS will notify the Water Department not less than 30 days before the inspection/testing due date.

### **Notification of Non-Routine BPA Testing**

In situations when non-routine BPA inspection and/or testing is needed, the PWS will notify customers via USPS Mail to have their BPA inspected and/or tested. The notice will also specify the date (up to 30 days after the due date of the inspection and/or test date) by which the PWS must receive the test report.

For BPAs that are under the responsibility of the PWS, the PWS will notify the Water Department to have the BPA inspected/tested.

### **Notification of Inspection of Internal Protection at PWS-Owned Water Supply Treatment/Storage Facilities**

Facilities that produce, treat, store, or distribute drinking water must have proper internal protection from internal cross-connections to ensure that the drinking water supplies are protected from cross-connections. The PWS will conduct a cross-connection survey of the facilities annually to ensure internal protection is adequate. PWS staff will routinely inspect any non-testable devices to verify that the device is in operating condition.

### **Enforcement**

When the PWS has not received a test report within **30** days after the due date specified, the PWS will take the following enforcement action:

- a. The PWS will send a second notice giving the customer an additional **30** days to send in the inspection/test report. The notice will also inform the customer that failure to respond to this notice satisfactorily will result in penalties in accordance with its legal authority (CCC Program Element 1).
- b. If the customer has not sent in the inspection/test report within **7** days of the due date given in the second notice, the PWS will send a third notice, by certified mail or hand delivery. The notice will also inform the customer that failure to respond to this notice satisfactorily will result in penalties in accordance with its legal authority (CCC Program Element 1).

The PWS will send copies of notices to the owner and occupants of the premises (if different from the customer).

Water service will be disconnected until the corrections are completed and the BPA complies; applicable fees will be applied to the water account for reconnection.

## **Element 7: Recordkeeping.**

The PWS must develop and implement a recordkeeping system in accordance with the CCCPH Section 3.5.1.

### **Types of Records and Data to be Maintained**

Each PWS must maintain the following records, which must be made available to the State Water Board upon request:

- a. The two most recent hazard assessments for each customer's premises;
- b. Information on each BPA used for public water supply protection, including the associated hazard or application, location, owner, type, manufacturer and model, size, installation date (if known), and serial number
- c. Information on air gaps used for public water supply protection, including installation, associated hazard or application, location, owner, and as-built plans of the air gap
- d. Results of all BPA field testing, air gap inspections, swivel-ell inspections, and field tests for the previous three calendar years, including the BPA tester name and certification number, BPA test date, and BPA repair date
- e. Information on repairs made to, or replacement or relocation of, BPA for the previous three calendar years
- f. Information on the most current cross-connection tests performed
- g. Information on user supervisors if required for customers' premises, including current contact information, any applicable training, and qualifications
- h. Descriptions and follow-up actions related to all backflow incidents
- i. Information on any contractors used to carry out any tasks involved with the CCC program, including contact information, service contract, etc.
- j. Public outreach or education materials for the previous three calendar years.

### **Methods of how data is maintained and/or stored**

The PWS will maintain records using the following methods:

| <b>Item</b>  | <b>Method (Digital, hard copy, both, or other - describe)</b> |
|--|---|
| Hazard Assessments   | <b>Digital</b>  |
| BPA Information  | <b>Digital</b>  |
| Air Gap Information  | <b>Digital</b>  |
| BPA field test reports                                       | <b>Digital</b>  |
| BPA Installation, Repair, Replacement                        | <b>Digital</b>  |
| Certification information of BPA testers and CCC Specialists | <b>Digital</b>  |
| Backflow Incident Documentation                              | <b>Digital</b>  |
| Public Outreach, Education Materials                         | <b>Digital</b>  |
| CCC Program Contractor information (if a contractor is used) | <b>Digital</b>  |
| Other Documents (describe)                                   | <b>Digital</b>  |

## ***Element 8: Backflow Incident Response, Reporting, and Notification.***

*The PWS must develop and implement procedures for investigating and responding to suspected or actual backflow incidents in accordance with CCCPH Section 3.5.*

The PWS must describe its procedures for investigating and responding to suspected backflow incidents, including but not limited to the following:

- a. Consideration of complaints or reports of changes in water quality as possible incidents of backflow
- b. Water quality sampling and pressure recording; and
- c. Documentation of the investigation, any response and follow-up activities

### **Backflow Incident Response Plan**

The PWS CCC Specialist will participate in developing a backflow incident response plan. The incident response plan will include, but will not be limited to:

- a. Notification of affected service area population;
- b. Notification and coordination with other agencies, such as the State Water Board, and the local health jurisdiction;
- c. Identification of the source of backflow substance;
- d. Isolation of the source of backflow substance and the affected area(s);
- e. Mitigation measures to correct the problem;
- f. Application of corrective actions to prevent future backflow occurrences; and
- g. Documentation of the backflow incident investigation, response, and follow-up actions.

### **Backflow Incident Notification**

The PWS must notify the State Water Board and local health agencies of any known or suspected incident of backflow within 24 hours of the determination.

State Water Board – Division of Drinking Water Contact Information:  
District 06 – Santa Barbara  
Office Phone: (805) 566-1326  
Emergency Phone: (805) 440-9627

If required by the State Water Board, the PWS must issue a Tier 1 Public Notification. The State Water Board may also require the PWS to submit a written incident report describing the details and affected area of the backflow incident, PWS actions in response to the backflow incident, and follow-up actions to prevent future backflow incidents. An example backflow incident report form is included in the CCCPH, Appendix C.



## **Element 9: Public Outreach and Education.**

*The PWS must implement a CCC public outreach and education program element that includes educating PWS staff, customers, and the community about backflow protection and CCC. The PWS may implement this requirement through a variety of methods which may include providing information on CCC and backflow protection.*

The PWS will distribute CCC education materials using the following methods:

- a. Periodic Water Bill Inserts
- b. PWS Website – <https://meinersoakswater.com/customer-information/backflow-prevention-cross-connection/>

For residential customers, it is recommended that such education materials describe the cross-connection hazards in homes and the recommended assemblies or devices that the homeowner should install to reduce the hazard to the public water system. The education program should emphasize the responsibility of the customer in preventing the contamination of the public water supply. Other education information distributed by the PWS can include, but not be limited to, the following:

- a. Cross-connection hazards in general;
- b. Irrigation system hazards and corrective actions;
- c. Fire sprinkler cross-connection hazards;
- d. Point-of-use treatment (i.e., household softeners, reverse osmosis units) cross-connection hazards;
- e. Auxiliary water supply (i.e., privately-owned wells, graywater, or other non-potable water use) cross-connection hazards;
- f. Importance of annual inspection and/or testing of backflow preventers; and
- g. Thermal expansion in hot water systems when backflow preventers are installed for premises isolation.

## **Element 10: Local Entity Coordination**

*Per the CCCPH, the PWS must coordinate with applicable local entities that are involved in either CCC or public health protection to ensure hazard assessments can be performed, appropriate backflow protection is provided and provide assistance in the investigation of backflow incidents. Local entities may include but are not limited to plumbing, permitting, or health officials, law enforcement, fire departments, maintenance, and public and private entities.*

| Organization   | Name/Title                        | Phone  | Responsibilities   |
|--|-----------------------------------|--|--|
| Ventura County Sheriff's Offices/ Office of Emergency Services | County Emergency Management (EOC) | (805) 654-2551                                     | Emergency Response County Wide                               |
| VC OES Water Agency Contact                                    | Daniel Cohen                      | (805) 504-5701                                     | Point of contact for Water Agencies during emergencies       |
| Ojai Police Department   |                                   | (805) 646-1414                                     | Control access to critical locations                         |
| Ventura County Fire/Hazmat                                     | Fire Station #22                  | (805) 640-2777<br>(805) 389-9701                   | Fire/Hazardous Materials                                     |
| Ventura County Watershed Protection                            |                                   | (805) 654-2018                                     | Watershed protection   |
| Mutual Aid – Casitas MWD                                       | Mike Flood<br>Mike Shields        | (805) 746-2251<br>(805) 649-2251<br>(805) 797-1779 | Mutual Aid & Emergency Water                                 |
| Ventura River Water District                                   | Alma Quezada<br>Mark Albertson    | (805) 646-3403                                     | Mutual Aid – Local Water Supplier                            |
| Ventura County Environmental Health                            |                                   | (805) 654-2818                                     | Protect Public Health  |
| Ojai Sanitation Dept   |                                   | (805) 646-5548                                     | Sewer & Septic   |
| Fruit Grower's Laboratory                                      | Vickie Jarvis                     | (805) 392-2037                                     | Water Quality Testing  |
| Southern CA Edison   |                                   | (800) 611-1911<br>(800) 655-4555                   | Electricity  |
| SoCal Gas  |                                   | 911 or (800) 427-2000                              | Natural Gas  |
| Famcon Pipe Supply   |                                   | (805) 485-4350                                     | Pipe, fittings, valves                                       |
| FH Pumps   |                                   | (805) 650-8796                                     | Pipe, fittings, valves                                       |
| Fergusons  |                                   | (805) 644-7279                                     | Pipe, fittings, valves                                       |
| Aqua Flow & Supply   |                                   | (805) 646-7244                                     | Pipe, fittings, valves                                       |
| Oilfield Electric  |                                   | (805) 648-3131                                     | Electrical repair  |
| JCI – Chlorine Supplier  |                                   | (310) 523-1629                                     | Chemical Disinfectant Supply                                 |
| State Water Resource Control Board                             | Jason Cunningham<br>Armin Ghavim  | (805) 566-1326<br>(805) 566-4799                   | Santa Barbara Water Engineer<br>Santa Barbara Water Engineer |
| CA Office of Emergency Services                                | Main Office                       | (916) 894-5209                                     | Emergency Assistance   |
| CalWARN Mutual Aid   | Local OES and Local Agencies      | CalWARN member list                                | Mutual Aid Assistance  |
| EPA Regional Office (Pacific Southwest)                        | Los Angeles                       | (213) 244-1800                                     | Water Quality  |
| FBI Field Office   | Los Angeles                       | (310) 477-6565                                     | Terrorist acts or cybersecurity                              |
| Centers for Disease Control                                    | Main                              | (800) 232-4636                                     | Biological hazards   |

## **Cross-Connection Control Program Plan Certification Page**

I certify that the information submitted in this plan is accurate and we will comply with the Cross-Connection Control Policy Handbook (effective date July 1, 2024).

### **Public Water System Representative**

|            |        |
|------------|--------|
| Name:      | Title: |
| Signature: | Date:  |

### **Public Water System Designated Certified Cross-Connection Specialist**

|            |        |
|------------|--------|
| Name:      | Title: |
| Signature: | Date:  |

# Attachment A

## Meiners Oaks Resolution 20251715

## Attachment B

### ASME A112.1.2-2012(R2017) Table 1, Minimum Air Gaps for Generally used Plumbing Fixtures

**TABLE 1**  
**Minimum Air Gaps for Generally used Plumbing Fixtures<sup>4</sup>**

| FIXTURES  | WHERE NOT AFFECTED<br>BY SIDEWALLS <sup>1</sup><br>(inches) | WHERE AFFECTED BY<br>SIDEWALLS <sup>2</sup><br>(inches) |
|---|---|---|
| Effective opening <sup>3</sup> not<br>greater than ½ of an inch in<br>diameter  | 1   | 1½  |
| Effective openings <sup>3</sup> not<br>greater than ¾ of an inch in<br>diameter | 1½  | 2¼  |
| Effective openings <sup>3</sup> not<br>greater than 1 inch in diameter          | 2   | 3   |
| Effective openings <sup>3</sup> greater<br>than 1 inch in diameter              | Two times the diameter of<br>effective opening              | Three times the diameter of effective<br>opening        |

For SI units: 1 inch = 25.4 mm

**Notes:**

<sup>1</sup> Sidewalls, ribs, or similar obstructions do not affect air gaps where spaced from the inside edge of the spout opening at a distance exceeding three times the diameter of the effective opening for a single wall, or at a distance exceeding four times the effective opening for two intersecting walls.

<sup>2</sup> Vertical walls, ribs, or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than specified in Footnote 1 above. The effect of three or more such vertical walls or ribs has not been determined. In such cases, the air gap shall be measured from the top of the wall.

<sup>3</sup> The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing that feeds the device or outlet. Where two or more lines supply one outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

<sup>4</sup> Air gaps less than 1 inch (25.4 mm) shall be approved as a permanent part of a listed assembly that has been tested under actual backflow conditions with vacuums of 0 to 25 inches of mercury (85 kPa).

# Attachment C

## Meiners Oaks Backflow Incident Report



# Meiners Oaks Water District Backflow Incident Report

## What is a backflow incident and what causes it?

Engineers design water systems so that water flows from the distribution system to customers. However, unusual conditions can cause the water to flow backwards—from a customer’s plumbing system into the public water system. Backflow can occur at any potential physical “cross connection” between a public water system or the customer’s water system and any source of liquid, solid, or gas that could contaminate the water supply.

## Conditions That Cause Backflow

- 💧 **Backsiphonage:** Occurs when pressure in the public water system drops below a customer’s plumbing system pressure.
- 💧 **Backpressure:** Occurs when pressure in a customer’s plumbing system rises above the public water supply pressure.

## How do I know whether backflow occurred?

If a backflow incident occurs, customers must contact the District to express concerns about degraded water quality or loss of pressure. You should respond quickly and investigate all potential backflow incidents. Customer complaints and your own observations may be clues that a backflow event occurred.

- 💧 **Discolored or unusual looking water.** Listen for words such as discolored, cloudy, soapy, foamy, or oily.
- 💧 **Taste and odor problems.** Listen for words such as fuel, chemical, medicinal, or salty, especially after a low-pressure event.
- 💧 **Low or no chlorine residual in the distribution system.** Measure and record free chlorine residual at locations around a pressure-loss event or water quality complaint. Lower residuals may mean chlorine is reacting with substances that entered the water system.



# Backflow Incident Report Form

Reported By: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Reporting Agency: \_\_\_\_\_ Report Date: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time of Occurrence: \_\_\_\_\_

General Location (Street, etc.):  
\_\_\_\_\_

## Backflow Originated From:

Name of Premises: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## Description of Contaminants: *(Attach Chemical Analysis if available)*

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## Distribution of Contaminants:

Contained within customer's premises: Yes \_\_\_\_\_ No \_\_\_\_\_

Number of persons affected (estimated): \_\_\_\_\_

## Effect of Contamination:

Illness Reported:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Irritation Reported:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Backflow Incident Report:**

Cross-Connection Source of Contaminant (boiler, chemical pump, irrigation system, etc.):

Cause of Backflow (main break, fire flow, etc.):

Corrective Action Taken to Restore Water Quality (main flushing, disinfection, etc.):

Corrective Action Ordered to Eliminate or Protect from Cross-Connection (type of backflow preventer, location, etc.):

**Previous Cross-Connection Survey of Premises:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

**Type of Backflow Prevention Isolating the Premises:**

RPZ: ☐

RPDC: ☐

DCVA: ☐

DCDC: ☐

PVB: ☐

SVB: ☐

AVB: ☐

Air Gap: ☐

None: ☐

Other Type: \_\_\_\_\_

**Date of Latest Test of Assembly:** \_\_\_\_\_ **Tested by:** \_\_\_\_\_

**Testing Company Information:** \_\_\_\_\_

**Notification to Water Department's Cross-Connection Control Division**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Person Notified: \_\_\_\_\_

**Attach sheets with additional information, sketches, and/or media information, and mail to:**

**Meiners Oaks Water District**  
**202 W El Roblar Dr**  
**Ojai, CA 93023**



7/15/2025

## **CalARP Consulting Assistance**

### **SUMMARY**

In December 2024, the Meiners Oaks Water District (MOWD) underwent its annual Hazardous Material Business Plan inspection by the Ventura County Environmental Health Division. During the inspection, it was determined that MOWD must comply with the California Accidental Release Prevention (CalARP) Program by December 10, 2025.

Due to the complexity of the CalARP Program—particularly depending on the identified program level for the covered process—it was strongly recommended that MOWD retain a consultant experienced in CalARP compliance to lead the Hazard Review process.

Compliance will require submission of a CalARP registration form and a Risk Management Plan (RMP) in accordance with the California Code of Regulations, Title 19, Division 5, Chapter 2, Sections 5050.1 through 5160.1. The RMP must address:

- The regulated substance (chlorine) is held onsite;
- Off-site consequences of an accidental release;
- The facility's accident history;
- The emergency response program;
- Coordination with local emergency responders;
- A hazard review or process hazard analysis;
- Operating procedures;
- Personnel training;
- Maintenance and mechanical integrity; and
- Incident investigation protocols.

To ensure proper compliance, MOWD staff met with three qualified consulting firms, Resource Compliance, ACC Environmental, and Saltegra Consulting.

### **RECOMMENDATION**

Management recommends that the Board of Directors approve a contract with Resource Compliance for \$13,980 annually for the next five years. Resource Compliance is highly knowledgeable and experienced in the CalARP Program, working with multiple agencies operating similar treatment processes. The firm participates in over 80 CalARP inspections annually and regularly presents at the CalARP Conference.

202 W. El Roblar Drive, Ojai, California 93023  
Tel: (805) 646-2114 Web: [www.meinersoakswater.com](http://www.meinersoakswater.com)



## **BUDGET**

MOWD 25/26 FY Budget has accounted for CalARP assistance with a budget of \$30,000 (professional services).

|   | Resource Compliance                       | ACC Environmental Consultants                        | Saltegra Consulting  |
|---|---|--|--|
| Create and develop the Cal ARP program        | X   | X  | X  |
| Perform Hazard Review                         | X   | X  | X  |
| Web-based data tracking                       | X   |  |  |
| On-site w/ regulator during inspection        | X   | As Needed (additional fee)                           | As Needed (additional fee)   |
| Works w/ similar local agencies and processes | X   | X(1)   |  |
| Quarterly Compliance Meetings                 | X   |  | 5 hr per month if needed (additional fee)  |
| Has a relationship w/ local CUPA              | X   |  |  |
| Perform 3-year Audit                          | 3 years                                   | 3 years ( \$6K)                                      | Requires new contract  |
| Perform 5-year Hazard Review                  | X   | Not included   | Not included   |
| Training                                      | X   | X  | X plus travel exp  |
| Engineering Services On staff                 | X   | X  | Have Partners  |
| Facilities Managed                            | >250                                      | 2  | Unknown  |
| Inspections per year                          | >80                                       | NA   | Unknown  |
| Years in Business                             | 17  | 30   | 8  |
| Location                                      | Kingburg, CA                              | Los Angeles, CA                                      | Newport Beach, CA  |
| Exceptions                                    | Page 2-3                                  | Page 4   | Not explicitly listed  |
| Total   | \$13,980 annual (annual agreement x 5yrs) | \$34,000 (includes 3 yr audit & \$5,000 contingency) | \$39,930 annually, plus \$1000 for support, plus unknown cost for compliance audits and being onsite for inspections |

**Proposal No. 1438**

February 26, 2025

**Meiners Oaks Water District**202 W. El Roblar Dr  
Ojai, CA 93023

Attention: Justin Martinez

Reference: **PROCESS SAFETY COMPLIANCE AGREEMENT – PROPOSAL**

Thank you for allowing us to submit this proposal to assist you in the implementation of your process safety compliance program for the covered process(es) at the following location(s):

- Meiners Oaks Water District (Well Site #01 Ojai, CA 93023)
- Meiners Oaks Water District (Well Site #02 Ojai, CA 93023)

Meiners Oaks Water District is required to maintain a written program and the supporting documentation for the following regulations to comply with requirements for the operation of its covered process(es) according to the requirements of the local CUPA and recognized and generally accepted good engineering practice (RAGAGEP):

- Cal EPA California Accidental Release Prevention (CalARP) Program – Title 19 CCR Division 5 Chapter 2

With that in mind, Resource Compliance will provide the following process safety consulting services:

- *CalARP Written Policy* - Resource Compliance will create and/or update the CalARP written policy.
- *Mechanical Integrity* – Resource Compliance will perform the following mechanical integrity services:
  - Mechanical Integrity Documentation – Resource Compliance will prepare the mechanical integrity schedule per RAGAGEP. **No mechanical integrity inspections are included in the scope of this proposal.**
- *Safety Information* – Resource Compliance will assist in preparing and maintaining the process safety information for Meiners Oaks Water District's covered process(es). This includes the following:
  - **Piping and Instrument Diagrams** – Updates to DWG P&ID files of your existing covered process(es) are included, but the creation of initial P&IDs for the covered process(es) in DWG format is outside the scope of this proposal.
  - **Block Flow Diagrams** – Creation and/or updates to block flow diagrams as necessary.
  - **Equipment Manuals** – Resource Compliance will assist in gathering equipment manuals that are reasonably accessible.
  - **Design Codes and Standards Employed** – Resource Compliance will create and/or update the documentation describing design codes and standards employed on your covered process(es).
  - **Maximum Intended Inventory** – Resource Compliance will create and/or update the maximum intended inventory in your covered process(es).
  - **Materials of Construction** – Resource Compliance will create and/or update the documentation describing materials of construction used in the construction of your covered process(es).
  - **Safety Systems** – Resource Compliance will create and/or update the documentation describing the safety systems associated with your covered process(es).

Please note that it is the responsibility of Meiners Oaks Water District to inform Resource Compliance when an event occurs that requires a change in safety information.

- *Hazard Review* – Resource Compliance will perform the following HR services:
  - *HR Team Leadership* – Resource Compliance will assist as the team leader of a HR **if required**. It is understood that Resource Compliance will use the What-If/Checklist or HAZOP methodology. Any other HR methodology is outside the scope of this agreement. It is also understood that Resource Compliance will assist in performing **one (1) HR every five (5)**

**years.**

- **Operating Procedures** – Resource Compliance will assist in providing **template** CalARP operating procedures to Meiners Oaks Water District. Resource Compliance will also assist in reviewing Meiners Oaks Water District CalARP operating procedures annually. It will be the responsibility of Meiners Oaks Water District to customize and certify the accuracy of the procedures.
- **Compliance Audits** – Resource Compliance will perform the following compliance audit services:
  - **Compliance Audit** – Resource Compliance will assist as the audit leader of a compliance audit **if required**. It is understood that Resource Compliance will use PSMWriter to perform the compliance audit. Any other audit worksheets are outside the scope of this agreement. It is also understood that Resource Compliance will assist in **performing one (1) audit every three (3) years**.
- **Incident Investigation** – Resource Compliance will assist in investigating up to two (2) accidents or near misses per year that occur on or around the covered process(es). It will be the responsibility of Meiners Oaks Water District to notify Resource Compliance **immediately** when such an event occurs.
- **Hazard Assessment** – Resource Compliance will create and/or update the worst-case and alternative release scenarios for the covered process(es).
- **Emergency Response** – Resource Compliance will assist in keeping Meiners Oaks Water District's emergency response plan current and accurate. This will require close coordination with Meiners Oaks Water District emergency response personnel. Emergency response training is outside the scope of this proposal.
- **CalARP Submittals** – Resource Compliance will assist in the initial submission or re-submission of your CalARP program to the necessary agencies as required.
- **Regulatory Audit/Inspection** – Resource Compliance will assist in up to eight (8) hours of regulatory inspections per year.
- **Compliance Meeting** – Resource Compliance will perform quarterly compliance meetings to address upcoming compliance issues. Two (2) compliance meetings will be held onsite while two (2) compliance meetings will be held virtually via Google Meet.
- **Account Review** – Resource Compliance will perform quarterly account reviews of process safety compliance documentation using PSMWriter.
- **PSMWriter** – Meiners Oaks Water District will receive two (2) licenses to PSMWriter which will be used to document the process safety compliance items listed above.

Our proposal is based on the following assumptions:

- Meiners Oaks Water District utilizes the following covered process(es):
  - Four (4) Chlorine Injection Processes - Containing more than 100 lb, but less than 1,500 of chlorine.
- There are no other chemicals on site that are above a threshold quantity requiring conformance to the CalARP regulation.
- Meiners Oaks Water District employees shall be available as needed on a reasonable request basis to facilitate the implementation of the process safety compliance program.
- It is understood that Resource Compliance will perform the work listed above throughout one (1) calendar year. Resource Compliance is not responsible for meeting any other deadlines unless at least one (1) month notice is given.

This proposal does not include:

- Gathering pressure vessel certifications (U1A forms)
- Overtime Work – Any work performed after normal working hours or on the weekend will be billed extra
- Equipment Rental – It will be the responsibility of the Customer to provide safe access to all equipment requiring inspection.
- Compliance with regulations not listed on page 1
- Maintenance of the covered process(es)
- Pipe labeling or valve tagging
- Temperature probe calibration

- Gas detection calibration
- Seismic assessment
- The initial creation of P&IDs
- Ultrasonic thickness testing of pipes or vessels
- Training not listed in the training section listed above
- Any other consulting not mentioned in the scope of this agreement

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**Price – Your total annual cost per our attached standard agreement terms is:**

Process Safety Compliance Agreement.....**\$13,980.00**

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Terms of payment are Net 30, with **\$1,165.00** due monthly.

Prices are firm for 30 days from the above date and will be subject to review and adjustment if acceptance is not within that time.

Thank you for allowing us to present this proposal. Let me know if you have any questions.

Sincerely,



**Nate Torres**  
Operations Manager  
Resource Compliance, Inc

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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**AGREEMENT TERMS****1. PARTIES**

This agreement is for the process safety consulting services as specified in the Resource Compliance proposal dated February 26, 2025 is herein entered between Resource Compliance, Inc., hereinafter referred to as the "Resource Compliance" and Meiners Oaks Water District, hereinafter referred to as "Customer".

**2. RECITALS**

Resource Compliance is hired by Customer to develop and implement a process safety compliance program to address compliance with the regulations listed above. Resource Compliance does not manage Customer's operations or employees. Resource Compliance has no authority or right to control Customer's employees.

Resource Compliance and Customer have entered into this agreement to assist Customer with Customer's process safety compliance program for Customer's covered process(es), Resource Compliance and Customer agree that Resource Compliance shall provide process safety compliance services in accordance with the terms and conditions as set forth herein and at the charges as identified below. Customer shall comply with all prudent practices of operation and maintenance of the covered process(es) in accordance with recognized and generally accepted good engineering practice (RAGAGEP). By this agreement Resource Compliance shall not operate the covered process(es), nor by any separately provided maintenance or service work become the operator of the Customer's equipment. This agreement sets forth the entire terms under which the PSM consulting and inspection services will be provided by Resource Compliance to the Customer's locations identified above.

Customer is responsible to take corrective actions and authorize corrective actions to address points identified by Resource Compliance's PSM consulting and Customer is solely responsible for payment for the labor and parts required for such work. When corrective action is identified for repair, Customer shall separately contract with licensed contractors for such work which is not performed by Resource Compliance.

Resource Compliance does not give legal advice and is not responsible for any fines issued by government agencies or other entities. It is the responsibility of Customer to certify all documentation, and to seek such legal advice from Customer's legal counsel as Customer deems appropriate.

**3. TERM**

This Agreement shall become effective on March 1, 2025, and shall continue for a term of twelve (12) months thereafter. At the conclusion of the twelve (12) month term, this Agreement shall be automatically renewed for a further term of twelve (12) months, unless a minimum of 30 day notice is given prior to renewal in writing by either party. During each renewal term, all terms and conditions herein, except as otherwise provided in this Agreement, shall continue in full force and effect. Neither party shall assign this agreement or any rights thereto, nor delegate any duties. Any attempt by either party to assign the rights or delegate the duties of this agreement shall be void.

**4. CUSTOMER RESPONSIBILITIES**

- Customer has sole responsibility for maintaining an emergency response plan and providing training for hazardous chemical spills as required by the Occupational Safety and Health Act (OSHA) and all other Federal and State laws. Resource Compliance is not responsible for providing response to chemical spills.
- Customer shall provide access to the equipment to be inspected by Resource Compliance's technician.
- Customer shall retain control over the operation of the electronic controls and equipment, and agrees that Resource Compliance shall not be considered the operator of the controls, equipment or any other part of Customer's operations.
- Customer shall operate and maintain the covered process(es) in compliance with all prudent practices of operation and maintenance for said process(es).
- Customer shall communicate to Resource Compliance all concerns, complaints, equipment performance deficiencies, and leak or spill of a hazardous chemical (i.e. ammonia) associated with the covered process(es).

**5. CHARGES AND PAYMENT**

Any invoices not remitted to and received by the Resource Compliance within thirty (30) days of issuance of said invoice will be assessed a FINANCE CHARGE of 1-1/2% (one and one-half percent) per month of the unpaid balance.

**6. ALTERATIONS AND ATTACHMENTS**

Customer may make alterations to the Equipment at Customer's expense. Should customer make alterations, Customer assumes all risk of the performance of such attachment component parts, which Resource Compliance is not liable. If the alterations or attachment components prevent or impede Resource Compliance from performing inspections as required by this agreement, Customer will, upon notice from Resource Compliance, restore the Equipment to its previous condition.

**7. WARRANTY**



**There are no other warranties, expressed or implied, which extend beyond the face of this agreement.**

#### 8. DISCLAIMER

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, IN REFERENCE TO PSMWRITER, PSM RELATED INSPECTIONS, NOR FROM ANY MAINTENANCE SERVICES AND/OR REPAIRS, EQUIPMENT, MATERIAL OR PARTS SUPPLIED AS A RESULT OF REPAIRS IDENTIFIED BY RESOURCE COMPLIANCE.

#### 9. LIMITATION OF LIABILITY

Resource Compliance shall not be liable for any losses, damages or delays, other than those which are the result of the sole negligence or willful misconduct of the Resource Compliance. Resource Compliance shall not be responsible nor liable for failure to perform its obligations due to strikes, fires, accidents, flood, interference caused by other trades, civil or military authority, insurrection or riot, terrorist acts, acts of god, or by any other unavoidable cause of whatsoever nature, or other causes beyond its control. Resource Compliance shall not be liable for any damage to the equipment, corrosion of the equipment, nor for any failures occurring during inspection. Resource Compliance shall not be liable for chemical leaks or releases and Customer shall indemnify Resource Compliance for any actual or alleged chemical leaks or releases, except as to those which are due to the sole negligence or willful acts of Resource Compliance. Resource Compliance shall not be liable for service or parts, nor where the equipment is damaged due to negligence, misuse or operator error by the Customer. At no time shall Resource Compliance be considered the "operator" of the Customer's equipment or controls. Customer retains all control of all equipment, controls, instruction, warnings and tests relating to the same, and the materials, food product, or crops stored with temperatures or atmospheres controlled by the equipment or controls. Resource Compliance shall in no event be liable to Customer or any other person for incidental or consequential damages which may arise as a result of the performance, or failure to perform, of any obligation under this agreement. Resource Compliance does not agree to be bound by any terms and conditions on payment documentation issued by Customer, such as Purchase Orders. Resource Compliance shall not be liable for any fines, penalties or assessments by any governmental agency arising from operation of this Agreement

#### 10. JURISDICTION AND CHOICE OF LAW

This agreement is agreed to be subject to the law of the State of California. All claims or disputes in any way concerning this agreement are to be arbitrated in Fresno County California.

#### 11. ARBITRATION CLAUSE AND ATTORNEYS FEES

All claims or disputes arising out of this agreement including the interpretation of the agreement and/or for the breach of this agreement shall be decided by arbitration in accordance with the California Code of Civil Procedure, Sections 1280 et seq. (and following) which then pertain to the process of proceeding with arbitration; unless the parties mutually agree to otherwise resolve their dispute in writing by some other means. Notice of the demand for arbitration shall be filed in writing with the other party to the agreement and with the Court by a Petition for Appointment of Arbitrator pursuant to Code of Civil Procedure Section 1281.6, and shall be made within a reasonable time after the dispute has arisen.

Should any arbitration be brought to enforce or interpret, or for breach of this agreement, the prevailing party shall be entitled to its costs of suit and expenses including reasonable attorney's fees as determined by the Court. In any action, proceeding, or arbitration between Customer and Resource Compliance arising out of this Agreement, the prevailing Customer or Resource Compliance shall be entitled to reasonable attorney's fees and costs from the non-prevailing Customer or Resource Compliance, except for failure to have first offered in writing Mediation.

Mediation is specifically agreed to between Customer and Resource Compliance to be the first form of resolution of any and all disputes or claims arising between them arising out of this Agreement, or any resulting transaction, before resorting to arbitration or any kind of court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

#### 12. NOTICE

Resource Compliance assumes no responsibility or liability for fines or costs of any kind including attorney's fees related to fines, penalties, administrative action or litigation undertaken by any governmental agency against Customer.

13. There are no other agreements, oral or written, with respect to the subject matter of this Agreement, and all oral and written correspondence relating to the subject matter hereof is superseded by this Agreement. Customer's assent to this Agreement represents its acceptance of all the terms and conditions as set forth herein. If any portion of this agreement is deemed unenforceable, it shall not invalidate the rest of the agreement.

14. Each person signing on behalf of a Customer who is a corporation, partnership, limited liability company or joint venture hereby declares that the corporation has taken all action necessary to enter into this agreement and that the person signing this agreement has authority to sign on behalf of and bind his, her or its respective corporation, partnership, limited liability company or joint venture entity.



## Environmental Project Cost Estimate

*Project Estimate 1259*

**Project Name: CalARP Program Development**

Meiners Oaks Water District  
202 W. El Roblar Drive  
Ojai, CA 93023

*Client Information*

Justin Martinez  
Meiners Oaks Water District  
202 W. El Roblar Dr  
Ojai CA 93023  
United States

*ACC Project No: 629 10607-1.00*

*Date Prepared: 5/29/2025*

ACC Environmental (ACC) submits this proposal to the Meiners Oaks Water District (MOWD) to provide consulting services for the four water supply wells and treatment facility located in Ojai, California (the "Site"). ACC understands that the MOWD desires to submit a CalARP registration form and create a Risk Management Program (RMP) to comply with a request from the County of Ventura, California. Enrollment in the California Accidental Release Prevention (CalARP) program is due by December 10, 2025. Due to the specialized nature of portions of this work, ACC may utilize subcontracted services, if deemed necessary.

This proposal includes the scope and costs associated with the following items, as requested by the MOWD:

### **Scope of Work**

ACC plans to prepare the necessary programs and submittals for the Meiners Oaks Water District

Wells and water treatment plant's chlorine system with a maximum intended inventory of 1,050 pounds of chlorine for compliance with the following regulations (over 100 lbs chlorine):

- EPA's 40 CFR Part 68, Risk Management Program
- Cal-OSHA's Title 8 CCR Section 5189, Process Safety Management (PSM)
- California Office of Emergency Services' CCR Title 19, Division 2, Chapter 4.5, California Accidental Release Prevention. There is considerable documentation to assemble and include for compliance with the necessary prevention programs and the above standards, as follows:
  - Employee Participation
  - Process Safety Information (PSI)
  - Standard Operating Procedures (SOPs)
  - Employee Training
  - Contractor Safety
  - Pre-Startup Safety Reviews (PSSR)
  - Mechanical Integrity (MI)
  - Hot Work Permits
  - Management of Change (MOC)
  - Incident Investigation
  - Emergency Planning and Response
  - Compliance Audits

The EPA RMP encompasses the documentation requirements of the OSHA PSM Program 3 regulations in addition to the following elements:

- Executive Summary

- Recordkeeping and Updates
- Management Programs
- RMP Certification

In addition, the following technical studies are required either under one or more of the PSM, EPA RMP, and CalARP regulations.

- Process Hazard Analyses (PHAs)
- Hazard Assessments / Offsite Consequence Analyses

There are five key tasks required for the completion of this proposed project, plus a project management task. These tasks define the scope of work for a facility that handles over 100 pounds of chlorine in a single process or within co-located processes (systems): 1) Process Hazard Analysis Study, 2) Hazard Assessment Report, 3) PSM/RMP/CalARP Prevention Program 3 Documentation, 4) EPA RMP Submittal Documentation, and 5) Three Year PSM/RMP/CalARP Compliance Audit. These tasks are described in the following paragraphs.

A significant amount of information and data must be collected before the detailed risk analysis can begin. Data collection is a large part of the risk and hazard analysis process and will require cooperation from facility personnel in assembling the necessary information. Some of the data is

necessary to perform the technical studies while other data is simply required for the documentation of the report, as well as for the Process Safety Information that is required to be included in the Level 3 PSM-RMP programs. ACC will request piping and instrumentation diagrams as well as applicable OM&M manuals for the chlorine process. Prior to compiling the documentation and conducting the technical studies, information pertaining to the process description and data regarding the description of the chlorine process and any administrative (e.g. handling procedures and employee training) or engineering (e.g. toxic detection) control systems is required. This control system information includes documentation regarding the building security system, start up and shut down procedures (normal and emergency), material handling practices (delivery and removal), and hours of operation, as well as information regarding any detection and monitoring systems (chlorine leak detection, fire detection, etc.). This includes detection system locations, descriptions, and monitoring, notification, and maintenance procedures.

The CalARP regulations require the following studies/revisions/updates on a five-year frequency:

- “At least every five years after the completion of the initial Hazard Review (HR), the HR shall be updated and revalidated.” (CalARP Program section 2755.2 (f)).
- A facility shall “review and update the offsite consequence analyses at least once every five years” (CalARP Program section 2750.7(a)).
- A facility must revise and update the Risk Management Plan submittal “within five years of its initial submission” (CalARP Program section 2745.10)

### **Task 1 – Process Hazard Analysis (PHA) Study (due every 5 years)**

The PHA is a systematic effort to determine the potential hazards associated with the process and to evaluate mitigation alternatives including equipment modifications, procedural modifications, and training. An effective PHA considers and analyzes the potential consequences associated with a release of the hazardous material, including fires, explosions, and exposure of people to toxic

materials or flammable materials. It focuses on equipment, instrumentation, utilities, human actions, facility siting, and external events. ACC recommends that a facility conduct a Hazard and Operability Study (HAZOP), based on the American Institute of Chemical Engineers (AIChE) HAZOP Guide Word method as described in their publication, “Guidelines for Hazard Evaluation Procedures”. Guide words that specify deviations from normal operating conditions or parameters are used to spark discussion of existing engineering and administrative controls and emergency procedures. Where these are lacking or in need of improvement, the PHA Team focuses on identifying appropriate mitigation measures.

To further evaluate the facility's procedures and policies, multiple safety checklists will be reviewed. These include human factors, a review of external events (including facility siting), and a review of potential changes to emergency planning and response practices. ACC will provide a PHA facilitator and PHA scribe to conduct the PHA study on-site with facility staff to examine and evaluate process hazards associated with the chlorine system. A PHA Leader with relevant experience will facilitate the meeting while a Risk Professional will serve as the recorder of the meeting. Other suggested PHA Team members include the facility management, operations personnel, maintenance technicians, and engineering.

Other facility personnel are welcome to sit in and learn about the design and operation of the chlorine process. At least one PHA team member must be involved in operations of the chlorine process. To complete the onsite PHA, ACC will request an electronic copy of the current piping and instrumentation diagrams. ACC will prepare the required materials for the Process Hazard Analysis Study including handouts, methodology, training materials, copies of the piping diagrams, etc.

Recommendations will be made by the team to address any safety or operational concerns. A draft of the PHA Study document will be made available for review by all project personnel. The document will include any recommendations for design and/or operability enhancements. Once the Process Hazard Analysis report is finalized, the recommendations are expected to be completed within 2.5 years<sup>[1]</sup> by facility personnel or their representatives.

### **Task 2 – Hazard Assessment (due every 5 years)**

The EPA Risk Management Program requires that facilities determine the potential off-site consequences associated with an accidental release from their facility. ACC will model one "worst case" release and one "alternative release". The EPA-approved *General Guidance on Risk*

*Management Programs for Chemical Accident Prevention* document will be used to determine the downwind distances to the appropriate flammable endpoint. Once the downwind distances for worst case and alternative release scenarios are established, the affected population, public receptors (schools, hospitals, daycare centers, prisons, etc.), and environmental receptors (national or state parks, federal wildlife preserves, wetlands, etc.) must be identified.

Using the Marplot Mapping Software and Internet queries, in addition to the local expertise of facility personnel, can determine the population data and the location of population receptors.

### **Task 3 – OSHA PSM, EPA RMP, CalARP Prevention Programs & Development/Revisions of SOPs**

There is considerable documentation to assemble and include for compliance with the OSHA PSM, EPA RMP, and CalARP regulations. The facility's PSM/RMP/CalARP Program prevention programs

will be developed to include specific information for the facility's chlorine process. ACC will also request drawings, design specifications, and submittals regarding the amount of chlorine that is stored on-site (calculation/information), building ventilation calculations, building fire suppression information (e.g. fire detection information, fire wall protection measures, fire sprinkler information, etc.), and information regarding the facility's building design codes and standards at the time the building was constructed.

PSM and RMP requirements include development and/or revisions of specific SOPs for the regulated (chlorine) process equipment. ACC will either review and markup existing SOPs, or draft SOPs as necessary for the chlorine equipment/process utilizing the information provided by the facility to implement and follow. Data compiled for the Process Safety Information will be utilized in the creation and/or revisions to the SOPs, and an SOP index will be created for future SOP reviews and annual certifications as required by the regulations.

ACC will work with personnel from the facility to develop each of the prevention programs. ACC will require input from the facility regarding the Process Safety Information, Operating Procedures, and Mechanical Integrity (preventative maintenance plan). Each section will be provided in "Draft" format to facilitate the review of the written programs by project personnel. ACC will include comments / suggestions to modify the programs as appropriate.

### **Task 4 – Submittal Documentation and Final Documents**

As the chlorine inventory exceeds the California 100-pound threshold, the facility is required to compile a State RMP submittal to satisfy the requirements of CalARP regulations. This information will be required to be submitted. ACC will prepare this information and assist with the submission process.

### **Task 5 – Three Year PSM/RMP/CalARP Audit**

An effective audit includes a review of the relevant documentation and safety information, inspection of the process equipment, and interviews with various levels of facility personnel. The audit systematically analyzes compliance with all aspects of the facility's PSM/RMP/CalARP program with respect to the regulations. ACC proposes to perform the Audit in two phases: 1) on-site facility audit, and 2) report preparation. Following the on-site audit, ACC will prepare a report that recommends items to improve implementation of the risk management programs.

### **Deliverables**

ACC will deliver up to two (2) hard copy final copies, in three-ring binders of the final PSM / RMP / CalARP documentation. This includes the following set:

- Volume I: PSM/RMP/CalARP Prevention Programs and Operating Procedures
- Volume II: Process Safety Information & Technical Studies (Process Hazard Analysis, Hazard Assessment)
- Volume III: Recordkeeping Forms Binder
- Electronic copies of all deliverables will be submitted to the MOWD

### **Task 6 – Project Management and Subcontractor Oversight**

ACC Project Management includes various “behind the scenes” work that accompanies a project of this breadth and scope. Additionally, management of a subcontractor, if necessary, is included. Activities related to this task would include:

- Personnel assignments
- Scheduling and tracking
- Document version control
- Budget tracking and invoicing
- MOWD communication and meetings
- Client coordination for site visits
- General project coordination and management
- Subcontractor coordination and management

### **Task 7 – Out-of-Scope Project Contingency**

This task is designed to respond to requests from the MOWD that fall outside the scope of services detailed herein. Costs for items such as additional Site visits, engineering calculations, ventilation system evaluation, pipe labelling plan development, collection of personal exposure samples and associated laboratory services, etc., would be covered under this task. Work performed under this task would be charged on a time-and-materials not-to-exceed (T&M NTE) basis, and would not be performed without prior written authorization from the MOWD.

### **Exceptions and Assumptions:**

This proposal does not include non-routine tasks that need written approval prior to being performed by ACC, such as:

- Interaction with governmental agencies
- Discussions with the Client and their legal counsel
- Addressing report comments from legal counsel
- Additional Site visits
- Engineering calculations
- Collection of samples
- HVAC evaluation
- Laboratory analytical services

- One draft version of the Deliverables discussed above will be provided to the MOWD for review. A single round of MOWD comments and/or revisions will be incorporated into the final versions.
- If additional draft document review is determined by the MOWD to be necessary, costs for addressing additional comments and/or changes will fall under the Task for on-call services.
- Site visit(s), if performed, will be conducted during regular business hours.

| Task#  | Description   | Item Name                       | Unit Price  | Units | Quantity          | Amount             |
|--|---|---------------------------------|-------------|-------|-------------------|--------------------|
| 1  | Process Hazard Analysis Study   | Professional Geologist/Engineer | \$10,000.00 |       | 1                 | \$10,000.00        |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$10,000.00</b> |
| 2  | Hazard Assessment   | Professional Geologist/Engineer | \$1,500.00  |       | 1                 | \$1,500.00         |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$1,500.00</b>  |
| 3  | Development of PSM/RMP/CalARP Level 2 Prevention Programs                     | Professional Geologist/Engineer | \$4,000.00  |       | 1                 | \$4,000.00         |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$4,000.00</b>  |
| 4  | CalARP RMP Submittal Documentation  | Professional Geologist/Engineer | \$2,000.00  |       | 1                 | \$2,000.00         |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$2,000.00</b>  |
| 5  | Three Year PSM/RMP/CalARP Audit   | Professional Geologist/Engineer | \$6,000.00  |       | 1                 | \$6,000.00         |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$6,000.00</b>  |
| 6  | Project Management and Subcontractor Coordination                             | Professional Geologist/Engineer | \$5,500.00  |       | 1                 | \$5,500.00         |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$5,500.00</b>  |
| 7  | Out-of-Scope Items/Project Contingency Costs (Time & Materials Not to Exceed) | Professional Geologist/Engineer | \$5,000.00  |       | 1                 | \$5,000.00         |
|  |   |                                 |             |       | <b>Sub-Total:</b> | <b>\$5,000.00</b>  |
| <b>Total Environmental Consulting Services Cost:</b> |   |                                 |             |       |                   | <b>\$34,000.00</b> |

**Approved:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

Tasks Approved: \_\_\_\_\_ or ALL

*All services subject to the Terms & Conditions between ACC and Client as of the date indicated above.  
Where no specific Terms & Conditions between ACC and Client exist, ACCs 2025 Standard Terms & Conditions apply to all services.*



**ACC ENVIRONMENTAL CONSULTANTS, INC.  
CONSULTING SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS (Exhibit A)**

**ARTICLE I. CONSULTING SERVICES**

Consulting Services as used herein, refer to those services which include, where appropriate: 1) Asbestos surveys, project design and management; 2) leadbased paint surveys, project design, and management; 3) Indoor air quality and biological investigation, testing, project design and management; 4) Environmental Site Assessments (ESA), including Phase I ESAs performed in accordance with ASTM Practices E-1527-21 and E1528-22; 5) Soil and groundwater monitoring, testing and consulting; 6) Remedial project design; 7) Storage tank removal project design and management; 8) Regulatory compliance consulting; 9) General construction management and consulting; 10) Energy auditing and consulting; 11) Environmental sample collection and analysis; 12) Concrete Slab / Floor Moisture Testing in accordance with ASTM Practice F2170-11, and 13) Software programming, distribution, support and related services.

**ARTICLE II. ADDITIONAL SERVICES**

Client may request that ACC perform consulting services in addition to those services specified in "SCOPE OF SERVICES" of the proposed consulting services to which these terms and conditions are attached and of which these terms and conditions form a part (which agreement, together with all exhibits incorporated therein, including these terms and conditions, shall be referred to collectively as the "Agreement"). If ACC agrees to perform such services, such additional services will be performed on a time and materials basis and invoiced, in addition to the fixed fee or cost ceiling amount set forth in the Agreement, in accordance with the compensation schedules set forth within the Proposal, Scope of Services, Cost Estimate, or attached Fee Schedule.

**II.1 Labor Cost** - Labor cost shall be the total number of hours worked on the project by each employee times the employee's hourly rate as indicated on the attached Proposal, Scope of Services, Cost Estimate, or Fee Schedule. Rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Night hours on weekdays, Monday through Thursday, shall be charged at 125% of the day base rates or as indicated. Weekend hours, between 8:00 PM Friday and 6:00 AM Monday, shall be charged at 150% of the base rates quoted or as indicated. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2026. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended past January 31, 2026.

**II.2 Direct Costs** – Unless otherwise stated, direct non-salary costs shall be actual costs plus 15% service charge covering overhead and profit on all such actual costs which shall include but not be limited to the following:

II.2.a. Services directly applicable to the work, such as special legal and accounting expenses, computer time or rental and programming costs, laboratory charges and similar costs not applicable to general overhead.

II.2.b. Identifiable reproduction costs applicable to the work such as drawings, photocopying, printing, binding and similar costs.

II.2.c. Identifiable communication expenses such as long distance telephone, telegraph, facsimile and delivery charges and postage other than for general correspondence.

II.2.d. Living and travel expenses of employees when away from home office on business directly connected with the work.

II.2.e. Transportation expenses for local travel directly connected with the work, including automobile mileage reimbursement at actual rates not to exceed \$0.70 per mile, bridge tolls, parking fees and related expenses.

II.2.f. Direct materials and supplies acquired for or consumed solely for the work under this Agreement and not normally provided as part of overhead.

**II.3. Subcontracted Services** ACC may engage subcontractors to perform services that are typically performed by subcontractors and that comprise a portion of the Work. If ACC seeks to engage a subcontractor to perform services not typically performed by a subcontractor, ACC shall obtain the written approval of Client to engage such subcontractor. Subcontracted services and outside consultant costs shall be costs plus 15% service charge covering overhead and profit.

Client acknowledges any stop in the Work ordered by Client or delay caused by Client or Client's agents, representatives or contractors in providing necessary data, or by any change to project plans or in the laws governing procedures as they exist



on the date of this Agreement may require additional services, changes in the schedule of services, and/or changes in the fee. Client shall notify ACC in writing of any changes to the project plans. Following (a) written notification to ACC of changes to the project plans; (b) any changes in the laws governing procedures; or (c) the accumulation of more than ten (10) working days of delays or stops in Work, ACC shall identify, and shall notify Client in writing of, any additional services required, changes in the schedule of services, and/or added fee required, as a result of those changes, work stoppage or delay. If Client does not notify ACC in writing of any objections it has to the performance of additional services, changes to the schedule or additional fees identified in such written notification within ten (10) days of Client's receipt of the notification, Client shall be deemed to have accepted the changes in the Work and the schedule and any additional fees described in the notification. If Client objects to any changes in the Work, the schedule or to additional fees proposed in the notification, ACC may suspend its performance of the Work until ACC and the Client agree on additional services, changes to the schedule and any additional fees.

The services specified in the "SCOPE OF SERVICES", together with any additional services that ACC agrees to perform shall be referred to collectively in these general terms and conditions as "Work."

### **ARTICLE III. PAYMENT**

ACC shall invoice Client monthly and following the completion of the Work. Invoices are due and payable upon receipt. In the event that any payment of an invoice is not received by ACC within thirty (30) days after client's receipt of the invoice, Client shall pay to ACC an additional charge of 1% of the invoice amount per month or the maximum amount permitted by law, whichever is less, accruing from the date of the invoice. This charge is intended to cover, at least in part, the additional costs imposed on ACC by overdue accounts. In the event that an invoice is not paid within thirty (30) days of Client's receipt of the invoice, ACC shall have the right to suspend its performance of the Work and withhold any unreleased reports until all outstanding invoices are paid in full. In the event that ACC is required to report to any environmental regulatory agency or any other government agency with respect to its performance of the Work, ACC also reserves the right to notify this agency that it is suspending its performance of the Work and withholding all unreleased reports due to non-payment of its invoices. There shall be added to all charges due under the Agreement amounts equal to any applicable sales or use taxes now or hereafter imposed under the authority of a federal, state or local taxing jurisdiction.

Client's obligations pursuant to this Article shall survive termination of the Agreement.

### **ARTICLE IV. PERIOD AND SCOPE OF AGREEMENT**

The Agreement shall become effective on the date noted in the first paragraph of the Agreement, and except as provided in Articles XVIII and XX below, shall continue until completion of the Work.

### **ARTICLE V. PREPARATION OF DOCUMENTS**

Any reports, specifications, and other documents prepared by ACC shall be prepared in accordance with standards deemed reasonable by general industry standards. ACC shall not be responsible for the content, format, errors or omissions in any such documents unless such content, format, errors or omissions result from ACC's willful misconduct or gross negligence. ACC shall not be liable for costs or damages to Client or to third parties caused by delay or termination of any project due to judicial or administrative action, with respect to any documents prepared by ACC, regardless of the basis of such action. ACC shall not be liable for costs or damages caused by errors or omissions of any government agency or agencies in specifying the content or methodology of documents prepared by ACC.

### **ARTICLE VI. STANDARD OF CARE**

ACC shall perform the Work in a manner consistent with the level of standards of care and skill ordinarily exercised by professionals performing comparable services under comparable circumstances at the time ACC's services are performed. Client recognizes that those standards may subsequently change because of modifications in the state of practice and acknowledges that ACC shall not be required to foresee or perform in accordance with such standards. No express or implied warranty or guarantee is included in or intended by the Agreement. No statements contained in any report, opinion, document or otherwise, whether prepared prior to, at the same time as, or subsequent to the Agreement constitute any warranty or guarantee by ACC as to the Work.

In the performance of Phase I Environmental Site Assessments ("Phase I ESA"), ACC shall conduct the investigation in conformance to industry standards and current professional practice and will be limited to visual observation of surface conditions at the site, interviews with public agency personnel and knowledgeable persons, and a review of readily available reports and literature. The likelihood of hazardous substance contamination resulting from past and current known uses of the site and immediately adjacent properties will be the focus of the Phase I ESA investigation. As a result, certain conditions

may not be identified in the report. These include contaminant plumes below the ground surface from a remote source; contamination incurred following the site reconnaissance by ACC; levels of contamination that are below current regulatory standards but exceed possible future standards; and naturally occurring chemical, biological or other toxics in the surface or subsurface environment.

It is possible that materials currently existing, or that may exist in the future, at the site may be considered hazardous. Regulatory evaluation criteria are constantly changing, and concentrations of contaminants presently considered low may, in the future, fall under more stringent regulatory standards that require remediation. Judgments and opinions expressed by ACC, which are based on our understanding and interpretation of current regulatory standards, should not be construed as legal opinions.

Unless otherwise noted in the proposal or scope of work, the following conditions apply to all Work:

1. ACC shall not be responsible for identifying asbestos-containing materials, lead-paint, biological growth, or other contaminant, environmental concern or hazard concealed behind walls, under or above surface finishes, behind or below furnishings and fixtures, or areas otherwise inaccessible during any investigation or other related work on the project. Written direction shall be provided by the Client to ACC to perform intrusive and/or destructive sampling on specific building systems. Intrusive and/or destructive sampling will be performed if the subject area(s) are unoccupied at the time of the survey and performing destructive/intrusive sampling does not create unsafe conditions. ACC will temporarily cover or patch sampling wounds on Thermal Systems Insulation (TSI) and roofing. It is the Client's responsibility to provide final repair to all sampling wounds, including roofing systems.
2. All pricing is based on normal working hours, Monday through Friday 7 AM to 5 PM. ACC is available for evening and weekend mobilizations per client needs at additional costs. Emergency response, evening and weekend mobilizations will include an hourly surcharge as defined in the Terms and Conditions, on the attached fee schedule, or identified above under "Cost of Services."
3. Costs include all labor, insurance, overhead, transportation, equipment and materials required to perform the work with the exception of a manlift capable of reaching materials and/or surfaces greater than 12 feet in height. Equipment required to reach these surfaces will be provided by the client or designated client representatives.
4. Roofs higher than 15 feet with no preexisting roof access will be charged an additional fee based on necessary equipment to gain access. Additional trips to the subject property because areas are not accessible will be billed at designated hourly rates.
5. ACC is to be provided unencumbered access to all project areas. Additional trips to the subject property because areas are not accessible will be billed at designated hourly rates. Encumbered access or subsequent trips may delay the delivery of the final report.
6. ACC excludes sampling concrete and asphalt paving as suspect asbestos-containing materials. Aggregate found in these materials, if supplied from quarries located in known ultra-mafic areas may contain asbestos. It is possible that prior to recycling and/or disposal, recycling agents or landfills may require sampling of these materials to determine the presence of asbestos prior to acceptance. Sampling of these materials, at additional cost, will be conducted upon request by Client.
7. ACC excludes characterization of soils in areas on known ultramafic rock (where naturally occurring asbestos may be found in soils). ACC can conduct a geologic evaluation and subsequent sampling to determine the presence of naturally occurring asbestos at additional costs if requested. The project area is located within a known ultramafic rock area and provisions should be made to address regulatory requirements for any planned excavation and grading as part of the project.
8. Sampling of single-ply membrane roof systems are excluded unless specifically directed to disturb the membrane roofing system by Client. Suspect Roofing materials underlying membrane systems may not be identified and should be sampled prior to disturbance.
9. ACC will provide temporary patching of roof sampling wounds but does not guarantee repairs and will not be responsible for and subsequent damage. ACC recommends using a qualified roofing contractor to facilitate any needed repairs to the roofing systems.
10. Laboratories quantify asbestos concentrations by calibrated visual estimation using standard PLM methodology, with detection of asbestos is material/matrix dependent. Detection of trace asbestos (1%) may not be reliable or reproducible by PLM and percentage of asbestos weight can not be determined with standard PLM methodology. Confirmation of asbestos concentrations within complex matrices (i.e. plaster, gypsum wallboard/taping/joint compounds, stucco, resilient flooring, roofing) or when asbestos concentrations are 1% or less may warrant additional analysis by PLM point counting, gravimetric reduction or Transmission Electron Microscopy for proper characterization of asbestos-containing materials and/or waste-stream analysis.
11. Client shall designate to ACC the location of all subsurface utility lines and other subsurface man-made objects, including but not limited to pipes, tanks, cables, etc. (in this Agreement collectively called "underground utilities") within the boundaries of the job site. ACC will conduct at Client's expense such additional research as in ACC's professional opinion is appropriate to attempt to verify the location of any underground utilities at the job site, but Client shall remain responsible for the accurate designation of their location and shall indemnify, defend and hold ACC harmless from any liability for injury or loss arising from damage to any inaccurately located underground utilities. Client warrants the accuracy of any information supplied by it to ACC, acknowledges that ACC may not verify the accuracy of such information and agrees that ACC is entitled to rely upon any information supplied by Client. ACC shall not be liable for any damage or injury resulting from damage to subterranean or unexposed structures or elements (including but not limited to pipes, wires, cables, tanks) that are not called to ACC's attention and correctly shown on any plans furnished to ACC by Client, even if such damage or injury results from Work performed by ACC. This Article shall survive termination of the Agreement.
12. ACC shall not be obligated to retain project related reports, notes, submittals, or other documentation (including final documentation) as ACC deems necessary for longer than five (5) years after the issuance of any final survey report, specifications, and/or project documentation. ACC shall not be obligated to notify Client prior to any discharge of said documentation. ACC shall not be obligated to preserve such soil, rock, water, air and/or other samples obtained from the Project Site(s) as ACC deems necessary for longer than thirty (30) days after the issuance of any document that includes the date of sample collection. ACC shall not be obligated to notify Client prior to any discharge of said samples. This Article shall survive termination of the Agreement.

## ARTICLE VII. LIMITATION OF REMEDY

Notwithstanding anything to the contrary in this Agreement, the total cumulative liability of ACC shall not exceed the available proceeds with respect to such liability under insurance coverage carried by ACC. Client shall indemnify, defend and hold harmless ACC for any liability in excess of such insurance coverage. This Article shall survive termination of the Agreement.

#### **ARTICLE VIII. ACCESS TO PROPERTY**

Client recognizes that performance of duties hereunder will require that employees, consultants, agents and/or subcontractors of ACC be on, in and about the project site. Client grants to ACC and warrants (if the project site is not owned by Client) that permission has been granted for a right of entry from time to time for ACC, its employees, consultants, agents and subcontractors, on the project site for the purposes of performing the Work.

#### **ARTICLE IX. HAZARDOUS OR UNSAFE CONDITIONS**

Client has fully informed ACC of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which may affect the Project which Client knows to exist. If Client hereafter becomes aware of any such information, Client shall immediately inform ACC. The discovery of unanticipated hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions constitutes a Changed Condition which may justify a revision to Services. If ACC takes emergency measures to protect the health and safety of ACC Parties and/or the public or to prevent undue harm to the environment, the Fee shall be appropriately adjusted to compensate ACC for the cost of such emergency measures.

ACC shall not be responsible for the health and safety of any persons other than ACC Parties, nor shall it have any responsibility for the operations, procedures or practices of persons or entities other than ACC Parties. This Article shall survive termination of the Agreement.

#### **ARTICLE XI. REPORTING AND DISPOSAL REQUIREMENTS**

Nothing contained in this Agreement shall be construed or interpreted as requiring ACC to assume the status of an owner, operator, generator, person who arranges for disposal, transporting, storing, treatment or disposal facility as those terms appear within any federal or state statute governing the treatment, storage, and disposal of hazardous substances or wastes. Client shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the Project Site(s), or discovered during the performance of this Agreement. Client shall be responsible for making and paying for all necessary arrangements to lawfully store, treat, recycle, dispose of or otherwise handle hazardous or toxic substances or wastes, including, but not limited to, samples and cuttings, to be handled in connections with the Project. ACC may, in its sole discretion, agree to make such arrangements on behalf of Client, as Client's agent. This Article shall survive termination of the Agreement.

#### **ARTICLE XII. DOCUMENTATION, SAMPLES AND CUTTINGS**

ACC shall not be obligated to retain project related reports, notes, submittals, or other documentation (including final documentation) as ACC deems necessary for longer than five (5) years after the issuance of any final survey report, specifications, and/or project documentation. ACC shall not be obligated to notify Client prior to any discharge of said documentation.

ACC shall not be obligated to preserve such soil, rock, water, air and/or other samples obtained from the Project Site(s) as ACC deems necessary for longer than forty five (45) days after the issuance of any document that includes the date of sample collection. ACC shall not be obligated to notify Client prior to any discharge of said samples.

This Article shall survive termination of the Agreement

#### **ARTICLE XIII. CHANGED CONDITIONS**

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by ACC at the commencement of this Agreement, and which materially affect ACC's ability to perform the Services or which would materially increase the costs to ACC of performing the Services, then ACC shall notify Client in writing of the newly discovered conditions or circumstances, and Client and ACC shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within 30 days after notice, ACC may terminate this Agreement and be compensated as set forth under Article XX.

#### **ARTICLE XIV. CONFIDENTIALITY**

To the extent that (a) data and information which are submitted to ACC by Client to enable ACC to perform the Work and (b) data and information obtained by ACC in performing the Work are designated by Client in writing as containing information that is confidential or proprietary to Client, such data and information shall be considered as confidential and shall not be disclosed by ACC to any third party without the written consent of Client within five (5) years from the earlier of (a) the date of completion of the Work; and (b) termination of the Agreement. Notwithstanding the foregoing, ACC shall not be required to keep confidential any data or information that (a) are or become publicly available through means other than by disclosure of ACC; (b) are independently developed by ACC without the use of any data provided by or gathered from Client; (c) are rightfully obtained from third parties; or (d) that must be made public for ACC to comply with applicable laws, rules or regulation. Client acknowledges and agrees that ACC may provide data and information that it receives from Client to federal, state or local environmental regulatory agencies or other governmental agencies, if ACC is required by applicable laws, rules or regulations to provide such data and information. This Article shall survive termination of the Agreement.

#### **ARTICLE XV. RIGHTS IN DATA**

Following ACC's request for such data or information, Client shall deliver to ACC in a timely manner all data and information in Client's possession that are required for ACC's performance of the Work.

Provided that ACC has been fully paid for its services, Client shall have the right to use all original written material including reports, specifications, drawings, blueprints, working notes, photographs, graphical representations and other documentation prepared for the Client pursuant to the Agreement (the "Materials"), but only for the purpose expressly contemplated in the Agreement. Client shall not use the Materials for other projects, for additions to the subject project, or for portions of the project following the termination of the Agreement, except by permission granted by ACC in a written agreement that provides for the payment of a fee that is mutually agreed on. Client may not alter, update or revise any of the Materials without ACC's written authorization. Client agrees to indemnify, defend and hold ACC harmless against any claims arising from any third parties' use of or reliance on the Materials that is not expressly authorized in the Agreement. This Article shall survive termination of the Agreement.

#### **ARTICLE XVI. PERSONNEL SUPPLIED BY ACC**

ACC will select and allocate personnel to perform the Work, including its employees, consultants, subcontractors and other personnel which ACC may from time to time deem suitable. ACC will, however, make reasonable efforts consistent with sound business practice to honor Client's specific requests for assignment of personnel.

#### **ARTICLE XVII. EXCUSABLE DELAY**

ACC shall not be responsible for any delay in performing or completing the Work due to fires, strikes, labor disputes, war, civil commotion, delays in transportation, delays in receipt of requested information, delays in reviews of reports or data, shortages of labor or material, untimely illness, death or disability of employees, legal action of third parties, changes in laws or regulations, or other causes or events beyond the reasonable control of ACC. Any such event that is beyond the reasonable control of ACC shall justify the suspension of delivery of services and shall extend the time of performance to such extent as may be necessary to enable ACC to perform the Work with reasonable diligence after the event that caused the delay ceases to prevent ACC from performing the Work. In addition, ACC may be entitled to an equitable adjustment in its fees following such delay. This Article shall survive termination of the Agreement.

#### **ARTICLE XVIII. DEFAULTS**

Client shall be considered to be in default under the Agreement if Client (a) fails to pay any sum to be paid hereunder or fails to fulfill any other obligation or perform any other duty and such failure continues for five (5) days after written notice thereof is given to Client, or (b) ceases doing business as a going concern or is named as the bankrupt party under any proceedings under the Bankruptcy Act or other insolvency laws (voluntary or involuntary), unless, solely in the case of any involuntary insolvency proceeding, such proceeding is dismissed, within thirty (30) days of its filing. If the Client is in default, ACC shall have the right to terminate the Agreement.

No right or remedy conferred on ACC under this Article shall be exclusive of any other right or remedy of ACC of whatever kind. No failure by ACC to insist upon the strict performance of any terms hereof or to exercise any right of remedy following a default by Client and no acceptance of full or partial payments due during the continuance of any such default, shall constitute a waiver of any of ACC's rights with respect to such default.

#### **ARTICLE XIX. INDEMNIFICATION**

Client shall indemnify, defend, and save harmless the ACC Parties, from any claim, suit, liability, damage, injury, expense,

including attorney's fees, or other loss (collectively called "Loss") arising out of (a) breach of this Agreement by Client, (b) Client's willful misconduct or negligence in connection with the performance of this Agreement, (c) any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic or hazardous materials; or (d) any action taken by ACC Parties as Client's Agent under the section entitled Reporting and Disposal Requirements.

Subject to the provisions of Article VII, ACC shall indemnify, defend and save harmless, Client, from any Loss arising out of (a) breach of this Agreement by ACC Parties or (b) willful misconduct or negligence by ACC Parties in connection with the performance of the Services under this Agreement.

Allocation of Loss between Client and ACC Parties shall be on a comparative fault basis. In no event shall any party be liable for consequential damages. Client's indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Client under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This Article shall survive termination of the Agreement.

## **ARTICLE XX. TERMINATION**

Either party may terminate the Agreement at any time by giving to the other party thirty (30) days written notice of such termination. Following any termination of the Agreement, Client shall pay ACC on a time and materials basis for all services performed and for all expenses incurred prior to the effective date of said termination, in accordance with Article II. If the Agreement is terminated for a reason other than a breach by ACC of its obligations under the Agreement, ACC shall be paid for services performed and costs incurred to the termination notice date, including direct costs incurred, as outlined in Article II, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to compensate ACC for services to bring the work to an orderly completion and to prepare project files and documentation, plus any additional direct costs incurred by ACC, including but not limited to cancellation fees or charges of third parties. ACC will use reasonable efforts to minimize such additional charges.

## **ARTICLE XXI. NO THIRD PARTY RIGHTS**

The parties recognize and acknowledge that the services rendered by ACC under the Agreement are for the sole benefit of Client and are not intended to benefit any third party, including but not limited to contractors, subcontractors, consultants, tenants and other occupants of the project site or any successor owners of the project site.

In the event ACC agrees to third party reliance for a specific product, the Client must provide authorization on their letterhead and signed by its designated and authorized representative. If Third Party reliance is granted by ACC, all limitations, indemnifications and terms and conditions existing in the original Contract and Scope of Work, including any qualifications and/or limitations identified in ACC's work product, will apply to the third party reliance with the exception that ACC's limitation of liability shall not exceed the original contract amount for the scope of services. The party being authorized to rely on ACC's product may not grant specific approval for any other third party to rely on the work product.

Client agrees with ACC that, to be valid, such request must be received within 90 days of the date of submission indicated on the title page of said report. No issuance of third party reliance will be granted by ACC after 180 days.

Client and ACC also agree to the following stipulations if ACC grants Third Party Reliance:

1. Reliance must be authorized through ACC's standard Reliance Agreement, a copy of which ACC will provide upon request. If for any reason ACC's standard reliance agreement is not acceptable to CLIENT or a third party, ACC will review proposed language, but is not obligated to use language, modified terms and conditions, limits to liability, etc. requested by Third Parties or Client.
2. The party seeking reliance must agree to accept the same terms and conditions CLIENT accepted, except where noted in this section or within ACC's standard Reliance Agreement.
3. The Third Party must agree to abide by the same qualifications and limitations contained in any of ACC's work product or instruments of professional service.
4. Third Party claims against ACC is limited to the lesser of total fees agreed upon between Client and ACC related to the specific work product in which reliance is granted or the limit of ACC's insurance.
5. Client or Third party may be required to pay ACC a reasonable amount that considers the additional administrative burdens, increased costs (e.g., for professional liability (PL) insurance), legal fees, and risks involved related to the issuance of the Reliance Agreement. ACC shall identify related fees prior to issuance of the Reliance Agreement and after payment of said fees.

## **ARTICLE XXII. ARBITRATION**



At the sole election of ACC, any dispute or claim in law or equity arising out of this Agreement ("Claim") shall be adjudicated either by submitting the Claim to a small claims court with jurisdiction over this Agreement, or by submitting the Claim to the California Superior Court located in the County of Alameda, or by submitting the Claim to neutral binding arbitration before a single arbitrator in San Francisco appointed by the American Arbitration Association ("AAA"). Any arbitration administered by the AAA shall be conducted in accordance with the then prevailing Arbitration Rules of the American Arbitration Association governing construction disputes. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil procedures section 1283.05. This Article shall survive termination of the Agreement.

## **ARTICLE XXIII. GENERAL PROVISIONS**

**XXIII.1 Assignment.** The Agreement may not be assigned by either party, either voluntarily or by operation of law without prior written consent of the other party.

**XXIII.2. Successors.** This Agreement shall be binding on each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor ACC may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or ACC to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of CLIENT and ACC. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court or arbitrator find that a third party is a beneficiary of this Agreement, it is Client's and Consultant's intent that any judicially created third-party beneficiary be bound by and subject to all terms and conditions of this Agreement.

**XXIII.3. Governing Law.** The Agreement and performance hereunder shall be governed by the laws of the State of California.

**XXIII.4. Modifications.** Any change or modification hereof and any terms and conditions of any purchase order or other instrument issued by Client in connection with the Agreement or the service to be rendered hereunder, which are in addition to or in conflict with the provisions of the Agreement will not be binding upon ACC without ACC's written consent thereto.

**XXIII.5. Severability.** If any provision hereof shall be invalid or unenforceable either in its entirety or by virtue of its scope or application to given circumstances, such provision shall be deemed modified to the extent necessary to render the same valid, or as not applicable to given circumstances, or be excised from the Agreement, as the situation may require and the Agreement shall be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the intention of the parties that had they known of such invalidity or enforceability at the time of entering the Agreement, they would nevertheless have agreed on the terms contained herein, either excluding such provisions, or including such provisions only to the maximum scope and application permitted by law, as the case may be, but the remaining provisions hereof shall be given effect in accordance with intent hereof.

**XXIII.6. Enforcement and Arbitration.** In the event that any legal action or arbitration proceeding is commenced by either party against the other party to enforce this Agreement or with respect to any breach of this Agreement or to enforce an arbitration proceeding or any legal action to enforce an arbitration award, the prevailing party shall be entitled to recover from the unsuccessful party such sum as the court or arbitrator may award as reasonable attorney's fees.

**XXIII.8.7 Limitations on Actions.** The Client, by executing the Agreement, limits the period in which it may bring an action against ACC, its affiliates, and their respective directors, officers, employees, agents and subcontractors to one (1) year after the earliest of (a) the date of ACC's final invoice with respect to the Work; (b) the date on which the Client records a Notice of Completion with respect to the subject project, pursuant to Section 3093 of the California Civil Code; (c) when there is actual completion of the subject project, pursuant to Section 3086 of the California Civil Code; and (d) in the event Client or ACC terminate the Agreement, the date of such termination. In any case, where the Client fails to give written notice to ACC within a reasonable time, not to exceed sixty (60) calendar days, from the discovery of any loss, damage or defect giving rise to a claim, the Client shall be time-barred from bringing such claim against ACC. This section shall survive termination of the Agreement.

**XXII.8. Notices.** Except as provided elsewhere in the Agreement, all notices or other communications to either party by the other as may be required by the Agreement shall be deemed given when made in writing and (a) delivered in person by a

courier service or (b) three days after its deposit in the United States Post Office, certified mail, return receipt requested. The notices shall be addressed to the signatories to the Agreement at the addresses set forth in the Agreement. Either party may change its address for notice or person to receive notice by written notice of such change to the other party.

**XXII.9. Independent Contractor Status.** In performing Services under this Agreement, ACC shall operate as, and have the status of, an independent contractor and shall not act as or be an employee of Client.



# 2025 PSM/CalARP Program Development

Meiners Oaks Water

**Submitted to:**

Justin Martinez  
General Manager

2025-03-11

Justin Martinez  
General Manager  
Meiners Oaks Water

Dear Justin,

Saltegra is pleased to provide our proposal for the 2025 PSM/CalARP Program Development.

As a technology-driven consulting firm, our mission is to establish ourselves as frontrunner in the market by delivering innovative and adaptable solutions. We leverage advanced technologies to enhance our consultants' capabilities and elevate the overall client experience.

At our core, we are dedicated to partnering with our clients to ensure the safety and operational efficiency of their sites while successfully navigating the complexities of the compliance landscape.

For this project, our shared objective is to help your organization achieve your safety, compliance and financial goals in the most efficient manner possible, without compromising on quality or effectiveness.

On behalf of our team, we express our gratitude for considering our services and entrusting your project to our company. We eagerly await your feedback, and if there is anything you require during the evaluation process, please do not hesitate to contact us.

Sincerely,

Michael Saura, CCPSC, FSP  
Senior Process Safety Consultant & President  
Saltegra Consulting LLC

## Assumptions

All information in this proposal is the intellectual property of Saltegra Consulting LLC and cannot be redistributed, published to the general public, or reproduced in any way, shape, or form without the prior written consent of Saltegra. With all its parts, this whole document is confidential to Saltegra and may not be shared beyond your procurement or evaluation team.

The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that might be inferred from this proposal. Every reasonable attempt has been made in good faith to ensure that the information contained within this proposal is correct, is current, and adequately responds to the requirements as having been determined to date.

Notwithstanding any inconsistent term in the content of the proposal, the proposal is intended only as a general description of the products and services which may be provided and the general business relationship contemplated by the parties and shall not be construed to represent or create any contractual obligation. Mere submission of this proposal is not a contractual commitment on the part of either party. This proposal describes the parties' tentative plans, and if any point is unclear, it is the other party's responsibility to ascertain the true facts and considerations to enable a response to this request in a timely manner.

This proposal shall only be shared with Meiners Oaks Water's employees, on a need-to-know basis, and in the event, Saltegra is not chosen, and in the absence of a fully executed non-disclosure agreement, all documents related to this bid are to be destroyed or returned to Saltegra in their entirety in a timely manner.

This proposal and all terms and conditions proposed herein are subject to the execution of mutually agreeable contract documents.

|                                     |  |
|-------------------------------------|--|
| 2025 PSM/CalARP Program Development | TOTAL FIXED COST<br><br><b>\$39,930.00</b> |
|-------------------------------------|--|

## Introduction

There are risks associated with operating any chemical processing plant, and unexpected release of highly hazardous chemicals that can be flammable, toxic, or reactive can be prevented if an effective management system is in place, and the people managing and working around the plant are trained to execute and maintain the said management system. These management systems provide “engineered and administrative barriers” that could have prevented many major incidents such as the 1984 Bhopal, India MIC Release, and the 2005 BP Texas City Refinery Explosion.

The OSHA, Cal/OSHA, Process Safety Management (PSM) was enacted with the primary goal of preventing the unwanted release of hazardous chemicals, especially into locations that could expose employees and the public to serious hazards. In the same vein, both the California Accidental Release Prevention Program (CalARP) were established to prevent accidental releases of those substances determined to potentially pose the greatest risk of immediate harm to the public and the environment.

Meiners Oaks Water is looking for a consulting company to develop and implement their PSM Program for their site and has reached out to Saltegra Consulting LLC to get a quote. This quote includes the objectives, value, the scope of work with the estimated cost, and assumptions made.

## Objectives

To reduce the potential for unwanted release of process chemicals provide regulatory compliance support listed in the Scope of Work portion of this proposal will help ensure that the site is compliant with the requirements set forth by the following regulations:

- Title 40, CFR Chapter I, Subchapter C, Part 68 EPA Risk Management Plan (RMP)
- Title 29, CFR 1910.119 OSHA Process Safety Management (PSM)

## Value

Saltegra has extensive experience in risk management and process safety management consulting and has been working with a wide variety of clients from different industries, utilizing our cumulative consulting experience of over 20 years in process safety and information technology.

Saltegra was founded in 2017 by Michael Saura, FSP who has more than 15 years of process safety and engineering experience and the company has only since been growing in members and client base. The company have been utilizing technology and systems the team has developed to enhance consulting capabilities with the goal of making it easy for our clients to execute and manage their safety programs, which could keep their employees and businesses safe.

Saltegra has clients in the oil & gas, pharmaceutical, renewable energy (e.g., biogas) and EPC firms and some notable clients include:

- Marathon Petroleum Corporation
- Tesoro Refining/Andeavor Refining
- Hilcorp Alaska, LLC
- World Oil Refining
- PBF Energy
- MAAS Energy Works
- Flour USA
- Biogas Engineering
- Continuus Materials Recovery
- Ampac Fine Chemicals
- Twelve Benefits Corporation
- ResearchTriangle Institute (RTI)
- Exquadrum
- Drax Energy Group
- Cogent Industrial Technologies

We specialize in process safety and operational risk management consulting which includes:

- Safety Management Systems:

We assist in the development and implementation of safety management systems tailored to your specific needs. This includes expertise in Process Safety Management (PSM), California Accidental Release Prevention Programs (CalARP), and EPA Risk Management Plans.

- Technical Safety Studies:

Our team conducts thorough Hazard Identification and Risk Analyses to identify potential hazards and assess risks. We utilize industry-proven methods such as Process Hazard Analysis (PHA), Hazard and Operability (HAZOP) Studies, Layer of Protection Analysis (LOPA), and Bow Tie analysis.

- Audits and Gap Assessments:

We perform audits and gap assessments to evaluate your compliance with relevant regulations and industry standards. Our assessments identify areas for improvement, allowing you to address any gaps and enhance your safety practices.

- On-site Personnel Training:

Our experienced trainers provide on-site training programs to educate and empower your personnel in understanding and implementing safety protocols effectively. These training sessions are customized to your organization's unique requirements.

- Fractional or Outsourced Process Safety Engineer:

We offer a flexible solution by providing a dedicated remote Process Safety Engineer to support your needs. This fractional or outsourced service involves a predetermined set of tasks and is conveniently paid through a monthly subscription, allowing you to access expert guidance as needed.

- Technology Integration:

We specialize in integrating technology solutions into your site or business ecosystem to streamline and enhance your Process Safety Management (PSM) and other safety programs. Our expertise ensures efficient data management, compliance monitoring, and proactive risk mitigation.

At our core, we strive to optimize your safety practices, ensure compliance, and minimize operational risks. Partner with us to benefit from our extensive knowledge, practical solutions, and commitment to your organization's safety and success.

### Our Project Team:

The Saltegra leads have extensive experience in the field of their expertise, especially in HAZOP preparation, facilitation and post documentation. Below is a summary of the roles and responsibilities of potential team members.

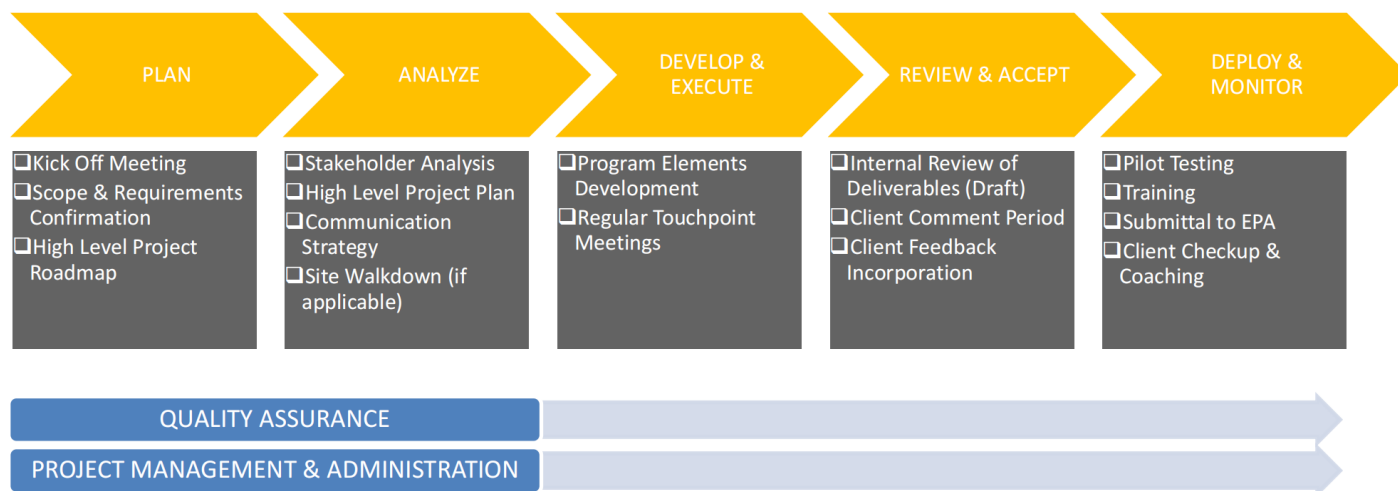
| Role  | Description of Roles  |
|---|---|
| <b>Client Engagement Manager</b>            | <ul style="list-style-type: none"> <li>Responsible for working with the client's Project Lead and Saltegra's Project Manager to ensure the timely success of the project.</li> <li>Responsible for working with Saltegra's Project Manager to staff the project with Saltegra or partner resources and guide their activities to ensure a timely completion with the project.</li> <li>Responsible for providing experience and knowledge in the: <ul style="list-style-type: none"> <li>Review of any existing HAZOP/PSM-related documents</li> <li>Development of the process safety management program for the client. This includes support in drafting the standards or procedures as well as support in the quality assurance process.</li> </ul> </li> <li>Responsible for facilitating the Process Hazard Analysis</li> </ul> |
| <b>Project Manager(s)</b>                   | <ul style="list-style-type: none"> <li>Responsible for guiding the project by utilizing Saltegra's best practices as it relates to project management techniques, the use of Saltegra's tools and templates and leveraging Saltegra's deployment methodology.</li> <li>Responsible for working with Saltegra's Client Engagement Manager to: <ul style="list-style-type: none"> <li>Staff the project with Saltegra or partner resources and guide their activities to ensure a timely completion of the project.</li> <li>Create a system to document and log issues to ensure project issues that arises from the project are effectively tracked and managed.</li> </ul> </li> </ul>   |
| <b>Subject Matter Experts</b>               | <ul style="list-style-type: none"> <li>Responsible for providing experience and knowledge in the development of the process safety management program for the client. This includes support in drafting the standards or procedures as well as support in the quality assurance process.</li> </ul>   |
| <b>Project Engineers/Facilitator/Scribe</b> | <ul style="list-style-type: none"> <li>Responsible for developing all the deliverables for the project.</li> <li>Responsible for utilizing Saltegra's template's and methodologies (where applicable) to execute on the project</li> <li>Responsible for utilizing Saltegra's Quality Assurance Process</li> </ul>  |

### Team Members:

- Multiple Saltegra team members will be involved and will be assigned based on when the client initiates the project. Michael Saura will be the reviewer for this project, resume is attached in the Appendix of this proposal.

## Project Approach

With years of experience managing multiple projects across industries, we have refined our approach to ensure that the requirements are defined and re-verified through consistent engagement of all stakeholders and the quality of work is uncompromised by having a rigorous internal quality assurance system.



**Stage 1: Plan.** Saltegra will send a checklist of information required and gather all information necessary for the development and implementation of the program. These documents include, but are not limited to, P&ID and PFDs, plot plans, relief valve calculations, heat and material balance, risk analysis studies, engineering documents, Risk Matrix, previous audits, documentation of test and inspection results, open work orders, latest employee training rosters, and related written policies and procedures.

This stage is where your organization and Saltegra project team will be able to review and confirm the scope and project requirements to ensure that the program not only complies with the regulations but will be sustainable since the program needs to be kept “evergreen”.

This stage would also have the project kick-off meeting, development of a high-level visual project roadmap to layout the schedule, key milestones and dependencies of the project.

**Stage 2: Analyze.** At this point, the scope and requirements of the project will be confirmed with the client to ensure understanding of system operations, alignment on operating philosophies and expected deliverables. The Analyze phase will cover the following:

- Site walk-down (if applicable) which also includes verification of existing engineering drawing
- Review of any existing safety program and procedures (i.e., SOP, Training Program) in the facility and, where applicable, incorporate improvements into the new program to be developed
- Review and analysis of any near misses, incidents, and release of process chemicals within the last 5-years to look for trends and other indicators
- Review or development Risk Matrix, to ensure risk is calibrated based on company’s risk tolerance



This phase also includes the identification of stakeholder groups with established and agreed-upon roles and responsibilities to satisfy the required stakeholder engagement and employee participation in the development and implementation of the program. Finally, the analysis of the impact to all stakeholder groups, including employees' and contractors' workflows and tools or technologies, will be conducted to ensure that the transition to the new program is as seamless as possible. A simple communication plan will be developed to ensure that the identified stakeholder groups have visibility to the project's progress and are able to make timely decisions where necessary.

**Step 3: Develop and Execute.** This stage carries out the actual development of the deliverables based on the required PSM program elements as the team executes within the established project plan. This includes the development of the 14 elements of PSM.

The Saltegra project team will iteratively work with the Meiners Oaks Water team until the desired outcomes are achieved.

**Stage 4: Review & Accept.** The Review and Accept stage is where the Saltegra project team would go through our internal quality assurance process prior to sending the drafts for client review. It should be noted that our approach for review is an iterative process which would mean that the client is able to see the progress and review the documents often, rather than waiting to see the fully developed drafts at the end of the project. However, the client will still be given time to review the final drafts during the comment period. At the end of the comment period, comments or feedback received from the client are incorporated into the draft program, and a final version is developed and is prepared for submission to the client and the regulators.

**Stage 5: Deploy and Monitor.** Once the final version of the program has been developed and approved, the Saltegra team will train the site personnel through the use of a presentation and a multiple-choice test to increase knowledge about the programs.

All final documents will be provided to the client. Physical copies will be provided on an as needed basis in the form of organized Program Binder(s), as well as soft copies in a USB stick.

If the client accepts our offer to develop an internal website (i.e., intranet, knowledge, and management system), can be done; however, this would require an additional scope, cost, and update to the schedule.

The client can also accept our offer of continuously providing support in the management and update of their program. We will assign a dedicated remote engineer as a Fractional Compliance Engineer to help maintain their program. Any agreed-upon updates that are necessary to ensure that the program remains evergreen can be done by our dedicated remote engineer for a monthly subscription.

## Timing

Based on our understanding of the process and Meiners Oaks Water's timeline for the startup, we estimate the project to take approximately two (2) months, pending planning of the activities between your organization and Saltegra's teams. A more detailed timeline will be provided once Saltegra is selected to move forward with the formal proposal.

## Joint Accountabilities & Planning Consideration

Joint accountabilities and required information will be defined once Saltegra's is selected to move forward with the formal proposal where we understand your project timeline better.

We will provide a project plan where typical key responsibilities, activities, and tasks are shown as well as a checklist of required information from Meiners Oaks Water.

We will also require a level of dedication from your organization, and an outline of these roles and responsibilities will be defined once the project is awarded. Examples of roles that would be required are Executive Sponsor (s), Subject Matter Experts, and Element Owners.

## Terms & Conditions

1. Payments after the 30-day period will be assessed with a 3% late fee.
2. 50% of fees will be invoiced upon PO award and 50% once draft has been submitted (if agreed upon for lump sum or fixed fee).
3. If a placeholder schedule is outlined in this proposal, it is subject to confirmation within 2 Weeks from the date of receipt. Failure to confirm the schedule within this timeframe may necessitate adjustments to availability and project timelines.
4. The rates or fees provided in this proposal are valid until March 31, 2025 and are subject to change thereafter. Any revisions to rates beyond this timeframe may result in adjustments to the proposed pricing.
5. The rates or fees outlined in this proposal do not include travel expenses. Once the full scope is defined and the dates are confirmed, travel costs will be calculated accordingly based on the most current available information.
6. Additional scope requested by the client shall require a new proposal, upon agreement between the client and Saltegra Consulting LLC, and shall be on a time-and-material basis at Saltegra Consulting's Rate Schedule that was in effect at the time of the performance of the services. Legal matters including but not limited to responding to subpoenas or providing testimonies are not included in the scope of services and therefore would require additional compensation based on the current Rate Schedule.
7. Meiners Oaks Water agrees to complete a consulting agreement before starting any work.

## 2025 PSM/CalARP Program Development

### Scope of Work

| Services  | Description   | Price      |
|---|---|------------|
| Project Management                                    | This includes the following tasks: <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Project Information Request Form</li> <li>• State Regulation Info Gathering/Research - As applicable</li> <li>• Compliance Tracker - As Applicable</li> </ul> | \$5,850.00 |
| CalARP Submittal and Registration & Hazard Assessment | This includes the required review, analysis, and development of the following: <ul style="list-style-type: none"> <li>• CalARP Submittal and Registration</li> <li>• Covered Process</li> <li>• Hazard Assessment</li> </ul>  | \$4,235.00 |

|  |   |             |
|--|---|-------------|
| Development of the Elements of PSM           | <p>This includes the development &amp; review of the Binder Cover &amp; Introduction (inc Overall TOC, TOR, RL, LOA).</p> <p>The development &amp; review of the following PSM/RMP Elements are also included:</p> <ul style="list-style-type: none"> <li>▪ Process Safety Information</li> <li>▪ PHA/Hazard Review</li> <li>▪ Operating Procedure</li> <li>▪ Training (Note: Does not include development of any training materials and actual training session)</li> <li>▪ Mechanical Integrity/Maintenance</li> <li>▪ Management of Change</li> <li>▪ Pre-Startup Safety Review</li> <li>▪ Compliance Audit</li> <li>▪ Incident Investigation</li> <li>▪ Employee Participation</li> <li>▪ Hot Work Permit</li> <li>▪ Contractor Management</li> <li>▪ Emergency Planning &amp; Response (inc Emergency Action Plan)</li> <li>▪ Trade Secret</li> <li>▪ This includes the development &amp; review of the Draft and Final Deliverables.</li> </ul> | \$21,890.00 |
| Training                                     | <p>One (1) day remote training. A Saltegra trainer will provide training and a test to ensure understanding and competency of all affected personnel in your organization.</p> <p>NOTE: If in-person training is required Saltegra will provide a separate travel quote once the training venue is provided by the client.</p>  | \$2,775.00  |
| <b>If full PHA Facilitation is required:</b> |   |             |
| PHA Facilitation                             | <p>This includes preparation, 1-day PHA facilitation, PHA project management and post-PHA documentation &amp; report completion.</p> <p>NOTE: If the PHA is only to update based on any changes made, a new PHA proposal will be submitted to Meiners Oaks Water.</p>   | \$5,180.00  |

**Total                      \$39,930.00**

## 2025 PSM/CalARP Program Development

### Optional Services

| Services                       | Description   | Price per month |
|--------------------------------|---|-----------------|
| Fractional Compliance Engineer | <p>Saltegra's consultant will complete a (5-hour) monthly check in with your team to:</p> <ul style="list-style-type: none"> <li>• Help ensure that you are on the right track with compliance to help prevent any violation.</li> <li>• Provide our opinion on matters that are related to CalARP and PSM.</li> </ul> <p>In addition, Saltegra's dedicated engineer, led by a senior consultant, will provide on-demand activities such as:</p> <ul style="list-style-type: none"> <li>• Update of the compliance binder due to changes in personnel/leadership reflected in the RMP documentation submitted to EPA</li> <li>• Help advise in completing forms such as MOC and Incident Investigation</li> </ul> | \$1,000.00      |

**\*Total Monthly Cost    \$1,000.00**

## Signatures

| For Meiners Oaks Water                | For Saltegra Consulting LLC      |
|---------------------------------------|----------------------------------|
| <b>Justin Martinez</b>                | <b>Michael Saura, CCPSC, FSP</b> |
|                                       |                                  |
| General Manager                       | President and Founder            |
|                                       |                                  |
| March 11, 2025                        | March 11, 2025                   |
|                                       |                                  |
| Ojai, California                      | Irvine, California               |
|                                       |                                  |
|                                       |                                  |
| (Sign here)                           | (Signature)                      |
|                                       |                                  |
| Purchase order number (if applicable) |                                  |

If you agree with this proposal, we kindly request you return the signed document.

This pricing is valid for 30 days or until March 31, 2025.

## Appendix

## 2025 Rate Sheet

Saltegra Consulting

### 2025 Rates:

| Role                                      | Activity   | Rate            |
|---|--|-----------------|
| Senior PSM Consultant / Facilitator       | Facilitation/Consultation  | \$185.00 /hour  |
| Project Engineer III - Facilitator        | PSM Related Work/ Consultation/<br>Facilitation                  | \$160.00 /hour  |
| Project Engineer II                       | Facilitation/ Scribe (for PHA/LOPA/HCA)                          | \$140.00 / hour |
| Project Engineer I                        | REMOTE scribe (for PHA/LOPA/HCA)                                 | \$120.00 / hour |
| Technical Specialist / Associate Engineer | Remote Support for anything related to RMP/PSM/CalARP Compliance | \$70.00 / hour  |

### Notes:

- The rate for professional services is provided on a time and materials basis or fixed cost/lump sum.
- During significant phases of the project, typically monthly, invoices will be issued, and will reflect costs associated with currently used hours. Reasonable travel and living expense will be submitted as accrued, at cost, which will be included in the invoice.
- If required to participate as an expert witness, the rate above will be increased by 40% for hours spent in court, or in support of preparing for or giving legal deposition.
- The rates above are not a guarantee. The actual cost may change after all of the project elements have been negotiated and finalized. The client will be informed of any changes in cost in advance.



# Michael Saura, CCPSC, FSP

**Process Safety & Risk Management Consultant – President & Founder**

[My LinkedIn Profile](#) | [www.saltegra.com](http://www.saltegra.com)

**SALTEGRA**  
CONSULTING

4041 MacArthur Blvd, Suite 400,  
Newport Beach, California, USA 92660  
msaura@saltegra.com

## HIGHLIGHTS

**Process Safety and Risk Management Consultant** with over 15 years of experience in process safety and design engineering across a wide range of facilities with highly hazardous chemicals and hazardous processes

**Virtual Facilitation Experience** prior to COVID19, virtual sessions were conducted to support ongoing efforts for compliance and risk management

**Improved Process Hazard Analysis (PHA) Revalidation session times as much as 30%** through re-noding, pre-causing, and setting daily targets without sacrificing in-depth analysis of potentially hazardous scenarios

**Contributed to the Development of PHA Consequence Guidance** which standardized scenario consequences for studies, promoting consistency and minimizing speculations

## WORK EXPERIENCE

**SALTEGRA Consulting** — Process Safety & Risk Management Consultant  
February 2017 - Present

**Risk Management Professionals** — Senior Engineer & Group Manager  
May 2011 – February 2017

**STO Design** — Project Engineer  
June 2006 - August 2010

## PROJECT EXPERIENCE

### PHA/HAZOP/LOPA Facilitation

Provided PHA Facilitation support for approximately **1500 hours per year minimum**, including HAZOP and LOPA facilitation/chairman time, preparation, and report generation.

Provided HAZOP, LOPA & Inherently Safer Technology Studies/Revalidations for various chemical processes which includes, but not limited to the following:

- Complex Refining Units such as Alkylation, Delayed Coker, Fluid Catalytic Conversion, Sulfur Recovery and Hydrocracker
- Gas Processing Plants
- Oil & Gas Extraction (Upstream)
- Power Generation using light hydrocarbons
- Pharmaceutical Manufacturing (Batch Processes)
- Chemical Manufacturing and Storage
- Biogas Digester and Upgrader Plant
- Waste Management Systems
- Wood Chip Processing
- Ammonia Refrigeration
- Renewable Energy

### Provided Safety Life Cycle Consulting

Safety Integrity Level (SIL) Assignment as per IEC 61511 & ISA 84 and Safety Requirements Specification Development

## SKILLS

Hazard and Operability Studies (HAZOP) Facilitation

Layer of Protection Analysis (LOPA) Facilitation

Bowtie Analysis Facilitation

Safety Life Cycle Activities (IEC 61511)

Risk Management Plans (RMP)/ Process Safety Management (PSM) Programs / State Level Programs

Piping and Instrumentation Diagram (P&ID) Development and Field Verification

Regulatory Compliance Audits and Support

## CERTIFICATIONS / TRAININGS

exida Functional Safety Practitioner  
170316 008

CCPS Process Safety Professional  
2022045320211238

CCPS LOPA Training

ABS Consulting LOPA Training

Marathon Petroleum Corp./Tesoro  
HAZOP, LOPA & HCA Facilitation  
(Trained and Approved Facilitator)

PBF Energy Refining PHA/LOPA/HCA  
Facilitation Training (Trained and  
Approved Facilitator)

Chevron CVX-SIS-201 SIS Engineering 1

Chevron CVX-SIS-202 Safety Objective  
Analysis / Safety System Function Analysis  
for Facilitators

BowTieXP Certified Partner CGE Risk  
Management Solutions

## EDUCATION

### University of the Philippines, Diliman

Bachelor of Science in Mechanical  
Engineering

### University of California Los Angeles

Mechanical Engineering Accreditation

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## General Process Safety and Risk Management Consulting

Developed **FULL** RMP and PSM Plans which includes, but not limited to, Process Safety Information Development, dispersion modeling and calculations as well as conducting compliance audits and providing regulatory guidance

### 2023 Current & Recently Completed Projects

- HAZOP for CO2 Capture Pilot System
- HAZOP/ LOPA for an Upstream Central Gas Processing Plant
- LOPA for Wood Pellet Facility for a Renewable Energy Plant
- Multiple Refinery HAZOP & LOPA Studies
  - HF Alkylation
  - Boiler System
  - Reformer
  - Crude BWU
  - Storage and Handling
  - Catalytic Reforming Unit
  - COS Regenerator
  - Gas Fired Heater SIS Upgrades
  - Wastewater System

### 2022 Current & Recently Completed Projects

- CO2 Conversion to Hydrogen or Jet Fuel
- CO2 Capture Pilot System
- Offshore Drilling Platform
- Startup Company, CO2 to CO Conversion with Electrolysis HAZID & HAZOP
- Startup Company, Ammonia Manufacturing Plant HAZOP & LOPA
- Multiple Refinery HAZOP & LOPA Studies
  - Crude & Vacuum Units
  - Hydrotreating Units
  - Cooling Water Systems
  - Gas Fired Heater SIS Upgrades
  - Compressor SIS Upgrades
  - API Water System
- Rocket Propellant Testing Site, Greenfield, HAZOP & Full PSM Program Development
- Beverage Manufacturing Company, Ammonia Refrigeration, Continuous Various Compliance Support for PSM/RMP/CalARP
- Pharmaceutical Manufacturing Company Continuous Support
  - PHA Facilitation
  - CalARP/RMP/PSM Updates & Development

### 2021 Current & Recently Completed Projects

- Refinery Oil Movements (tank farm) PHAs (multiple) approximately 6-Week PHA/LOPA/Inherent Safer Technology Study
- Refinery Amine Recovery and Processing Unit 4-Week PHA/LOPA/Inherently Safer Technology Study
- Refinery Naphtha Hydrotreating Unit 4-Week PHA/LOPA/Inherent Safer Technology Study
- Refinery Wastewater Management Systems 2-Week PHA/LOPA/Inherent Safer Technology Study
- Waste Management Material Recovery Plant HAZID
- Refinery HAZID for Steam, Condensate Systems
- Refinery MOC PHA Projects for Butane Utilization
- Startup Company, CO2 to CO Conversion with Electrolysis HAZOP
- Refinery Fuel Gas & Utilities PHA/LOPA/Inherently Safer Technology Studies
- Pharmaceutical Company Compliance Audit, 1-Week
- Pharmaceutical Company PHAs for different Campaigns
- Pharmaceutical Manufacturing Company Continuous Support
  - PHA Facilitation
  - CalARP/RMP/PSM Updates & Development

## exida Academy

exida FSE 100 - IEC 61511: Functional Safety Analysis, Design, and Operation

## ABS Consulting

LOPA Training and Certification

## 2020 Completed Projects

- Refinery Diesel Hydrotreating Unit PHA 5-Week PHA/LOPA/Inherent Safer Technology Study
- Refinery Naphtha Hydrotreating Unit PHA 4-Week PHA/LOPA/Inherent Safer Technology Study
- Refinery Tank Farm 10-Week PHA/LOPA/Inherent Safer Technology Study
- Multiple Biogas Digester Gas Upgrader Plant PHAs
- Refinery Compliance Audit
- Pharmaceutical Manufacturing Company Continuous Support
  - PHA Facilitation
  - CalARP/RMP/PSM Updates & Development



# CERTIFIED PROCESS SAFETY PROFESSIONAL



The Center for Chemical Process Safety® of AIChE® hereby confirms that

**Michael Saura**

is a Certified Process Safety Professional, having demonstrated the requisite proficiency in chemical process safety. This certification remains in effect from the date granted as long as the holder meets the ongoing professional development and maintenance requirements.

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**Granted this**     **April 1, 2022**

**Certificate number** **2022045320211238**

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A handwritten signature in black ink, reading 'Shakeel H. Kadri', positioned above the printed name and title.

Shakeel Kadri  
Executive Director, CCPS



A handwritten signature in black ink, reading 'June C. Wispelwey', positioned above the printed name and title.

June Wispelwey  
Executive Director, AIChE





# Certificate / Certificat Zertifikat / 合格証

FSP<sub>USA</sub> 170316 008

exida hereby confirms that:

**Michael Saura**

Has shown competency in functional safety based on the exida  
course: FSE 101 and FSE 102

In the field of:

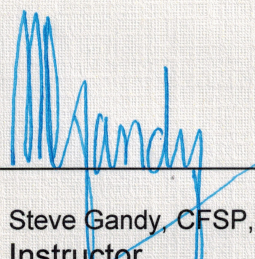
**Process Industry Application**

And is authorized to use the title:

**exida Functional Safety  
Practitioner (FSP)**



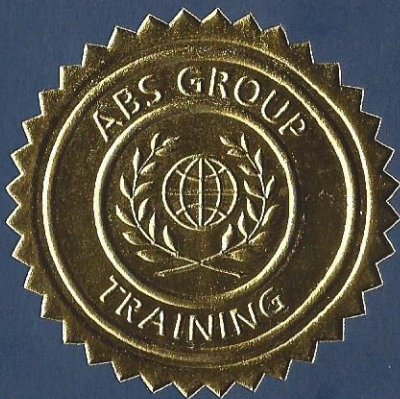
exida.com LLC  
www.exida.com



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Steve Gandy, CFSP, MBA, DipM, MIET  
Instructor





This is to certify that

**Michael Saura**

has completed a special concentrated course on

**Layer of Protection Analysis**

**December 11 - 12, 2017**

**This 2-day course is approved for 1.4 Continuing Education Units**

A handwritten signature in black ink, reading "Rick R. Curtis".

**Rick R. Curtis**

Senior Risk/Reliability Engineer





**FOCUS on where you want to be.  
Let us help you and your business get there  
SAFELY.**

## A PROCESS SAFETY & RISK MANAGEMENT CONSULTING COMPANY

## OUR SERVICES

### ABOUT US

Saltegra Consulting LLC is a process safety & risk management consulting firm based in Newport Beach, California. We aim to help clients keep their people and their businesses safe through affordable and tailored risk management and compliance services.

### PURPOSE

To protect people and the environment by preventing chemical-related incidents.



+63 999-414-8671  
+1 949-298-5347



contact@saltegra.com



South Triangle, Quezon City, PH  
Newport Beach, California, USA

- Process Hazard Analysis (PHA)
- Hazard and Operability (HAZOP) Study
- Layer of Protection Analysis (LOPA) Study
- Hazard Identification (HAZID) Study
- Hazard Assessment & Submittal
- Process Safety Management (PSM) Program Development
- EPA Risk Management Plan (RMP) Program Development
- California Accidental Release Prevention (CalARP) Program Development
- BowTie Facilitation and Training
- Compliance Audit
- Training & Coaching
- Technology Integration
- Technology Implementation for On-site Use (e.g., Organizing cloud drives and developing a knowledge management system to make it easier for users to find PSI, forms, etc.)
- Automation (e.g., automated template developments, automation of excel spreadsheets/calculations for clients' daily use as it relates to PSM)

Talk to our President-Founder, Michael Saura, CCPSC, FSP

[www.saltegra.com](http://www.saltegra.com)

**WE'RE HERE TO HELP**



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## **Customer Leak Financial Relief Request**

### **BACKGROUND**

727 Oso Rd was found to have a significant leak during the meter reading in June. The property owner was immediately notified. The General Manager and field staff assisted the owner in identifying the potential location of the leak. The owner had a plumber and a leak detection company respond immediately, and the leak was fixed within 24 hours of its identification. The customer averages 68 units per month; this leak was 526 units and did not occur during the previous billing period.

### **REVIEW**

Historically, the District has considered reducing the Drought Surcharge for significant leaks to help alleviate some of the financial burden. As of June 2023, the Drought Surcharge has been inactive. The District has not provided financial relief beyond the reduction of the Drought Surcharge. The District offers extended payment plans (without penalty) to customers with significant balances.

### **REQUEST**

The property owner has submitted a request to the Board for consideration of financial relief related to this significant water leak.

### **RECOMMENDATION:**

Review and discuss the customer's request and provide direction to staff.

### **ATTACHMENTS:**

Customer Request for Relief

Consumption History Report

American Leak Detection Report

202 W. El Roblar Drive, Ojai, California 93023  
Tel: (805) 646-2114 Web: [www.meinersoakswater.com](http://www.meinersoakswater.com)



**From:** [Adam Watson](#)  
**To:** [Justin Martinez](#)  
**Cc:** [Summer](#)  
**Subject:** [EXTERNAL] 727 oso rd  
**Date:** Saturday, July 5, 2025 11:39:26 AM  
**Attachments:** [Watson Report 20250630-18407620750.pdf](#)

**External Sender - From:** (Adam Watson

[Learn More](#)

[REDACTED] >)

This message came from outside your organization.

Hi Justin and Summer,

Hopefully you had a great 4th!

Firstly, thank you to you and Garrett for coming over and helping us with the initial evaluation and leak finding on the property. We appreciated the prompt response from your team. We had Andy from the leak company come the next morning and 8 am, and he quickly found the leak, which was very close to the valves. Max then came and worked with his team to fix the problem swiftly. This was rectified in 24 hours. Max said it was the flux that had eroded over time on the copper pipe connection. It looked like a relatively small hole, but with the pressure coming straight from the main, and the fact that it might have developed over the last month, it made sense why we were leaking so much water!

I have attached the leak report for your reference.

I dropped into the office on Friday and had a quick chat with Summer about our water bill, which came through last week. It is \$2898.45. As you can imagine, this was a big shock for myself and my wife.

Can we ask a favor that you and the board review our case, and see if there is some forgiveness we can be allowed for this sizable bill on this occasion?

We appreciate any help you can provide concerning the above.

Much appreciated

The Watsons

$\$2,898.45 = \$256.00 \text{ (May 31 bill)} + \$2,642.45 \text{ (June 30 bill)}$

Leak Bill 6/30/2025:

Water = \$2,077.70

MWAC = \$36.00

Standby = \$2.75

Casitas Surcharge = \$526.00

No drought surcharge fee



|  |  |
|--|--|
| Form Name:<br><b>V2 Exterior Leak Detection Report</b>     | Submitter Name:<br><b>Andy Meckley   andymobile4</b> |
| Date Sent on Device:<br><b>Jun 30, 2025 2:47:55 PM PDT</b> | Reference Number:<br><b>20250630-18407620750</b>     |

## EXTERIOR LEAK DETECTION REPORT

\*Invoice #: 76480

Date: Jun 27, 2025

\*Field Tech: AM

\*Customer Name: Watson

\*Job Address: 727 Oso Rd  
Ojai, CA 93023, USA

Photo of Property:



\*Job Type: Residential

Reported Symptoms: Informed by the city of a significant leak.

Meter Movement: Yes

\*A leak detection was performed on the: Main Service Line

\*Findings: There was a leak(s) on the main line.

Leak Location Text: A significant leak was located in the proximity of the service main to the home, close to and possibly under concrete walkway, as indicated with a blue flag and discussed with the homeowner and plumber onsite.

Sketch Pad Photo of Leak Location(s):



\*Total Charge: \$380 (2hr/min)

\*Payment: Check



# Consumption History Report

Meiner's Oaks County Water District, CA

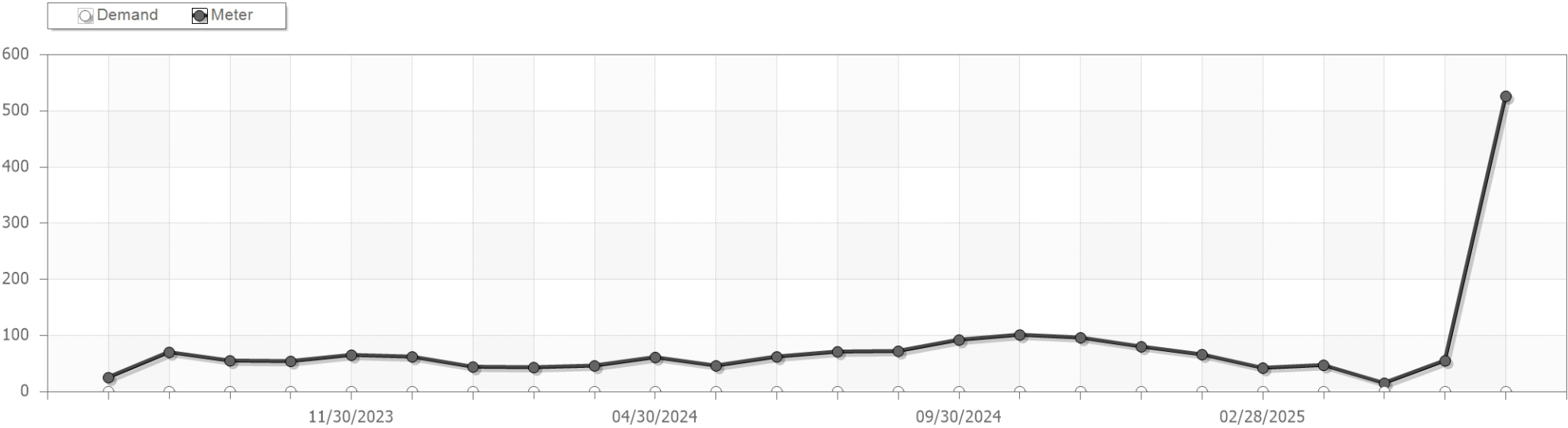
Account: 04-25470-03

Service Address: 727 OSO ROAD

Service Category: WAT - WATER

Meter Number: 32173359

Name: ADAM WATSON



| Year | Month | Bill Date  | Begin Read | End Read | Billed Consumption | Metered Consumption | Demand |
|------|-------|------------|------------|----------|--------------------|---------------------|--------|
| 2025 | 6     | 6/30/2025  | 8,946      | 9,472    | 526                | 526                 | 0      |
|      | 5     | 5/31/2025  | 8,891      | 8,946    | 55                 | 55                  | 0      |
|      | 4     | 4/30/2025  | 8,876      | 8,891    | 15                 | 15                  | 0      |
|      | 3     | 3/31/2025  | 8,829      | 8,876    | 47                 | 47                  | 0      |
|      | 2     | 2/28/2025  | 8,787      | 8,829    | 42                 | 42                  | 0      |
|      | 1     | 1/31/2025  | 8,721      | 8,787    | 66                 | 66                  | 0      |
| 2024 | 12    | 12/31/2024 | 8,641      | 8,721    | 80                 | 80                  | 0      |
|      | 11    | 11/30/2024 | 8,545      | 8,641    | 96                 | 96                  | 0      |
|      | 10    | 10/31/2024 | 8,444      | 8,545    | 101                | 101                 | 0      |
|      | 9     | 9/30/2024  | 8,352      | 8,444    | 92                 | 92                  | 0      |
|      | 8     | 8/31/2024  | 8,280      | 8,352    | 72                 | 72                  | 0      |
|      | 7     | 7/31/2024  | 8,209      | 8,280    | 71                 | 71                  | 0      |
|      | 6     | 6/30/2024  | 8,147      | 8,209    | 62                 | 62                  | 0      |
|      | 5     | 5/31/2024  | 8,101      | 8,147    | 46                 | 46                  | 0      |
|      | 4     | 4/30/2024  | 8,040      | 8,101    | 61                 | 61                  | 0      |
|      |       |            |            |          |                    |                     |        |
|      |       |            |            |          |                    |                     |        |
|      |       |            |            |          |                    |                     |        |

|      |    |            |       |       |    |    |   |
|------|----|------------|-------|-------|----|----|---|
| 2024 | 3  | 3/31/2024  | 7,994 | 8,040 | 46 | 46 | 0 |
|      | 2  | 2/29/2024  | 7,951 | 7,994 | 43 | 43 | 0 |
|      | 1  | 1/31/2024  | 7,907 | 7,951 | 44 | 44 | 0 |
| 2023 | 12 | 12/31/2023 | 7,845 | 7,907 | 62 | 62 | 0 |
|      | 11 | 11/30/2023 | 7,780 | 7,845 | 65 | 65 | 0 |
|      | 10 | 10/31/2023 | 7,726 | 7,780 | 54 | 54 | 0 |
|      | 9  | 9/30/2023  | 7,671 | 7,726 | 55 | 55 | 0 |
|      | 8  | 8/31/2023  | 7,601 | 7,671 | 70 | 70 | 0 |
|      | 7  | 7/31/2023  | 7,576 | 7,601 | 25 | 25 | 0 |



## Account Reclassification & Allocation Adjustment Request

### BACKGROUND

Parcel 017-0-160-15 at W. El Roblar & La Luna was historically classified as an Agriculture (AG) class. In 2019, the District notified AG customers of the new policy requirements to retain the AG classification. The property owner was in the process of selling the parcel and did not complete the required steps, so the parcel was automatically reclassified as Residential. The empty parcel has historically used minimal water, pending development. The new property owner has recently drilled a private well on the property, which has limited production and high boron levels. The owner has set up the VCAILG membership and is currently designated as exempt. They will be active with irrigated acres as soon as planting occurs. VCAILG confirmed with MOWD staff. The property owner completed an Allocation Adjustment Request Form and met with the New Meters, Allocations & Expansion of Services Committee on June 20, 2025. They are requesting that the District reclassify the parcel as Agriculture and adjust the allocation accordingly. The parcel will be leased and operated by the Farmhand Foundation, a nonprofit organization dedicated to supporting and advancing sustainable agriculture in the Ojai Valley. The property will be used as an innovation and trial farm, focusing on testing cropping systems specifically designed to conserve water, enhance biodiversity, and improve soil health. The owner hopes that in the future, in addition to supporting the work of the Farmhand Foundation, they will also add buildings for storage and a barn for equipment and materials.

### POLICY REVIEW

Allocation Program - Meter Categories excerpt:

*AG meters are intended to provide water only to commercial irrigated agriculture and only to the extent it existed when MOWD performed its aerial survey of land cover in 2016. For a meter to retain an AG classification, it must directly provide water to qualifying commercial agricultural acreage. To qualify for treatment as commercial agriculture, acreage must be enrolled in the Ventura County Agricultural Irrigated Lands Group (VCAILG)<sup>1</sup> and must not be served by a private well. VCAILG enrollment shall be demonstrated by ongoing grower and/or owner membership in the Ventura County Agricultural Irrigated Lands Group (VCAILG), and by ongoing payment of dues to VCAILG for all irrigated agricultural acreage within the parcel(s) served by the meter.*

*Existing AG meters that do not serve water to acreage meeting the criteria above will be reclassified as RES meters, and the agricultural square footage in the ownership associated with the meter (if there was any in 2016) will be treated as generic irrigable acreage subject to the formula for calculating variable allocations for residential meters.*



#### Allocation Program – Agriculture Meters excerpt:

*An annual baseline allocation for AG meters will be provided equal to the smaller of (1) the average historic annual use for 2010-2012 for the meter, or (2) a cap of 2.5 AF/acre/yr applied to the “qualifying agricultural acreage” directly served by the meter. By default, the qualifying agricultural acreage will be the acreage that meets three criteria: (1) it was identified as “agriculture” in MOWD’s 2016 aerial survey, (2) the acreage is enrolled in VCAILG, and (3) the acreage is not served by a private well. Through the waiver program, it is possible that MOWD- staff site visits, or other information, may inform the determination of the extent of qualifying agricultural acreage served by an existing AG meter. However, MOWD is not obligated to provide an agricultural water allocation for irrigated agricultural acreage put into service after the 2016 aerial survey was conducted.*

*All of an AG meter’s allocation will be treated as a variable allocation subject to reduction during declared drought stages.*

#### ALLOCATION REVIEW

Current Residential Allocation: 521 HCF/yr (variable)

Eagle Aerial Parcel Data:

| Total Parcel (sf) | Total Irrigable(sf) | Total Irrigable AG (acres) | VCAILG (acres)* | Capped Irrigable AG HCF | Capped VCAILG HCF | Base Annual HCF |
|-------------------|---------------------|----------------------------|-----------------|-------------------------|-------------------|-----------------|
| 447,722           | 436,990             | 9                          | 5               | 10,194                  | 5,445             | 5,445           |

5,445 HCF/yr = 12.5 AF/yr (meets the 2.5 AF/Acre/Yr)

#### RECOMMENDATION:

The New Meters, Allocations & Expansion of Services Committee recommends the approval of 2 actions:

1. Approve the request to reclassify the account class back to Agriculture.
2. Approve the allocation adjustment to 5,445 HCF/yr

#### ATTACHMENTS:

Allocation Adjustment Request Form & Customer Letter

Parcel Maps



## Will-Serve/Proof of Service/New Meter Request

A "Will-Serve" letter may be issued upon the District's completion of an analysis determining that all conditions of approval are met.

### Required Attachments:

1. Drawing/sketch of project (with dimensions)
2. Tax Assessors parcel map that includes the subject property.
3. Subdivision map covering the location of the project.\*
4. Documentation of existing permitted dwellings on the property.

\* Clearly indicate all APNs and legal lots involved in the project. Ensure any markups to county documents do not obscure the underlying information.

### Applicant Information:

|                  |                          |              |                      |
|------------------|--------------------------|--------------|----------------------|
| Account Number:  | 01-50020-04              | Owner Email: | [REDACTED]@gmail.com |
| Property Owner:  | HKC El Roblar, llc       |              |                      |
| Company/Name:    | Griffin [REDACTED]       |              |                      |
| Mailing Address: | [REDACTED] Ojai CA 93023 |              |                      |
| Phone Number:    | [REDACTED]               |              |                      |
| Email Address:   | [REDACTED]@gmail.com     |              |                      |

### Project Information:

|                          |   |                                      |
|--------------------------|---|--------------------------------------|
| New Meter Requested:     | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No          |
| Assessor's Parcel #(s):  | 017-0-160-150                           |                                      |
| Service Address:         | 930 W El Roblar                         |                                      |
| City, State, Zip code:   | Ojai, CA 93023                          |                                      |
| Planning Dept Case #:    | [REDACTED]                              |                                      |
| # of Existing Dwellings: | 0                                       | Date Dwellings Permitted: [REDACTED] |

### Type of Construction:

|  |   |                              |   |
|--|---|------------------------------|---|
| <input checked="" type="checkbox"/> New Construction | <input type="checkbox"/> Tenant Improvement | <input type="checkbox"/> ADU | <input checked="" type="checkbox"/> Other |
|--|---|------------------------------|---|

### Type of Use:

|  |  |                                |
|--|--|--------------------------------|
| <input type="checkbox"/> Single Family Res | <input type="checkbox"/> Multi-Family Res (# of dwellings _____) | <input type="checkbox"/> Other |
|--|--|--------------------------------|

Project Dimensions (Sqft): TBD

Continued on Next Page





## Will-Serve/Proof of Service/New Meter Request

### Detailed Project Description:

Beginning this year, the farm will be leased and operated by the Farmhand Foundation, a nonprofit organization dedicated to supporting and advancing sustainable agriculture in the Ojai Valley. The property will be used as an innovation and trial farm, focused on testing cropping systems that are specifically designed to:

Conserve water

Enhance biodiversity

Improve soil health

Our approach prioritizes high-value, resilient crops that are well-suited to local conditions and organic production methods. The intention is to generate new opportunities for diversification that can benefit the broader farming community.

This shift to a research-driven agricultural model will not only support water-wise practices but also create educational and economic value for local farmers by sharing results and techniques tested on-site.

In addition to the farming we are hoping to build a structure or two on site that would support the work that the Farmhand Foundation is doing. In addition to the buildings we will have farm supportive structures such as storage and barn for equipment and materials.

*Please allow a minimum of 60 days to evaluate and process Will-Serve letter and new meter requests. The time frame will depend on receipt of satisfactory information from the applicant and schedule of pertinent District Committees and Board of Directors meetings.*



**I acknowledge that MOWD will bill corresponding fees (listed below) for processing this request.**

**Applicant Signature**

**Date**

[Redacted Signature]

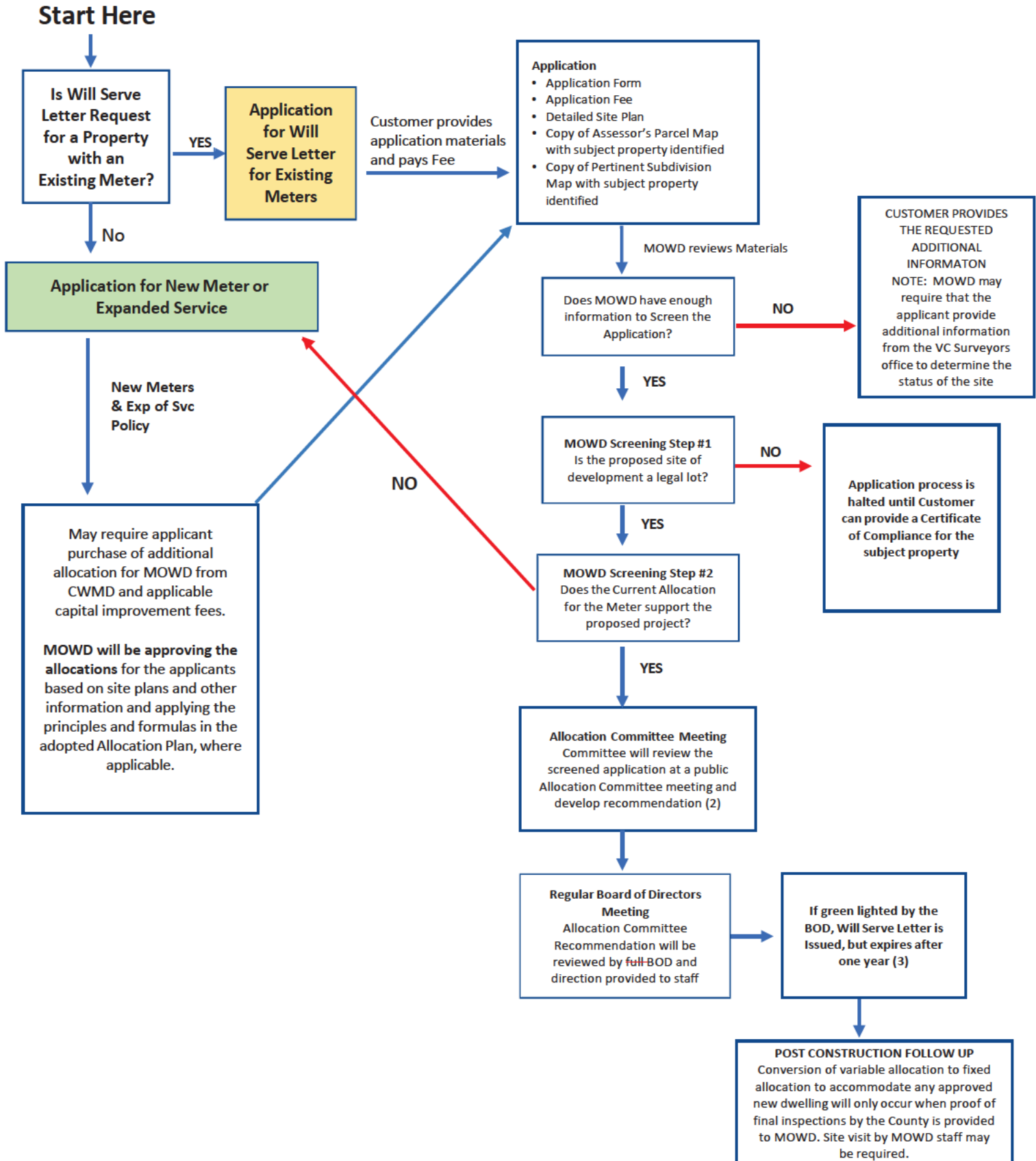
6/17/25

### Fee Schedule

|  |              |
|--|--------------|
| Will-Serve & New Meter Requests - Administrative Fee | \$100        |
| Fire Flow Testing Fee                                | \$300        |
| Capital Improvement New Connection (5/8")            | \$4,009.52   |
| Capital Improvement New Connection (1")              | \$6,655.80   |
| Capital Improvement New Connection (1.5")            | \$10,023.80  |
| Capital Improvement New Connection (2")              | \$21,370.74  |
| Capital Improvement New Connection (3")              | \$46,751.00  |
| Capital Improvement New Connection (4")              | \$133,637.30 |

# Will Serve Letter/New Meter Application Procedures

2023



- 1) Administrative Fee of \$100 will be charged for all new meter and will serve requests.
- 2) Among considerations for ADUs will be whether the proposed ADU is on the same legal lot as the principal dwelling. If not, project leads to potential for requirement for new meter if legal lot with ADU comes under different ownership. At a minimum, in such cases, a Will Serve Letter will include language providing fair warning to the applicant of MOWD's no-wheeling policy.
- 3) At MOWD's discretion, the expiration date for Will Serve Letters may be extended upon MOWD's review of evidence of satisfactory efforts toward project implementation.



### Allocation Adjustment Request Form

The Meiners Oaks Water District's Allocation Program and Water Shortage Contingency Plan are designed to serve as tools to help meet State mandated reduction measures and help manage our local supply. If you believe that your allocation is not set at an appropriate amount and should be adjusted for the reasons stated below, you must complete this form. Adjustments may be approved subject to verification and periodic review by MOWD staff. Allocation adjustments are based on Stage 1 drought conditions and are subject to further limits due to drought conditions. Adjustment requests will be reviewed by MOWD staff and the Board.

NAME: Griffin Barkley/ HKC El Roblar Llc Account Number: 01-4[REDACTED]04

Email: [REDACTED]@gmail.com Daytime Phone: (805) [REDACTED] Other: \_\_\_\_\_

Service address: 930 W El Roblar Dr, Ojai CA 93023

Mailing address: (If different from service address): [REDACTED] Ojai CA 93023

I have read the Allocation Adjustment Guidelines (on back page) and request an adjusted water allocation for the following reason(s):  
*Please explain reason(s) below; attach any additional sheets if needed. An inspection of your property will be required for verification.*

See attached

*Note: Submissions with incomplete information or missing documentation(s) will be returned to the applicant. Approval of an allocation adjustment does not constitute a release from conserving in your home, and penalties may be incurred if you exceed your water allocation. Processing may take 60 days. MOWD will respond to your request in writing. If approved, the new allocation will apply to start with the next bill cycle. For questions, call (805) 646-2114.*

All applications can be sent to: Meiners Oaks Water District, 202 W. El Roblar, Ojai Ca, 93023 (Fax) 805-646-2297 or by Email: [justin@meinersoakswater.com](mailto:justin@meinersoakswater.com)

I have completed this form and affirm that I am the above account holder and that the information contained herein, including attachments, is complete and accurate. I further understand that all variances are subject to change, and I may be liable for back charges for providing false information.

Print Name: Griffin Barkley Signature: [REDACTED]

Do not write below this line (District use only) \_\_\_\_\_

Date received: \_\_\_\_\_ Current Allocation: \_\_\_\_\_ Documentation submitted: \_\_\_\_\_

Revised 7/3/2023

### **Guidelines for Adjustment**

#### **1. General Information**

1. Customers are responsible for requesting an allocation adjustment in writing to MOWD.
2. All documentation is subject to verification and review by MOWD staff.
3. Once verification is completed and the request is approved, the new allocation will be applied to the following billing cycle and will not be retroactive.
4. Refusal or failure of the applicant to provide acceptable documentation to and requested by MOWD may result in denial or revocation of the request.
5. Any requests related to water waste will not be accepted.
6. Variance applications may be subject to annual review.

#### **2. Relevant factors that may qualify for allocation adjustments**

1. Livestock (15 gallons of water per day per animal weighing more than 100 pounds)
2. Licensed Care facility (Adult or Child) operating 24/7
3. Correction of irrigable area (sqft)
4. Correction of the number of dwelling units on a property

### **Before submitting an application, please read the following:**

Information contained on the application form is subject to an audit (MOWD reserves the right to audit applications). As an applicant subject to an audit, you must agree to: Provide documentation to support claims. If information supplied in the application is false, the fees and charges will be adjusted retroactively to the date of the application, and penalty fees may apply. Appropriate fees and charges will be added to the next water service bill for the address on the application.

Griffin Barkley, HKC El Roblar LLC

[REDACTED] Rd  
[REDACTED] 23  
[REDACTED]@gmail.com

June 9, 2025

Dear Mr. Martinez,

I hope this letter finds you well. I'm writing to formally request a change in the classification of the water meter for our property from *residential* to *agricultural*. If possible, I would like to request 2 meters (residential and agricultural) as we are hoping build a small facility on site for the Farmhand Foundation. In addition, I would like to request an increase in our annual water allocation to **15 acre-feet**.

Beginning this year, the farm will be leased and operated by the **Farmhand Foundation**, a nonprofit organization dedicated to supporting and advancing sustainable agriculture in the Ojai Valley. The property will be used as an **innovation and trial farm**, focused on testing cropping systems that are specifically designed to:

- Conserve water
- Enhance biodiversity
- Improve soil health

Our approach prioritizes high-value, resilient crops that are well-suited to local conditions and organic production methods. The intention is to generate new opportunities for diversification that can benefit the broader farming community.

This shift to a research-driven agricultural model will not only support water-wise practices but also create educational and economic value for local farmers by sharing results and techniques tested on-site.

We appreciate your consideration of this request, and I'd be happy to provide any additional information needed to support this transition.

Sincerely,

**Griffin Barkley**

---

## **The Farmhand Foundation**

The Farmhand Foundation is a nonprofit organization based in the Ojai Valley dedicated to supporting small to mid-scale farmers, strengthening local food systems, and cultivating community resilience through innovation, storytelling, and direct support.

Founded in 2023 by Tractor Beverage Company in response to the growing challenges faced by farmers - ranging from economic pressures to environmental threats - Farmhand has become a trusted advocate for resilient agriculture in Ventura County. The organization works to ensure farmers prosper, ecosystems thrive, and organic and regenerative markets expand.

Farmhand's core programs include farmer support and innovation, technical assistance, soil health and ecosystem solutions and monitoring, community engagements, and partnerships that promote regenerative practices, food sovereignty, and storytelling. Guided by the belief resilient communities are rooted in healthy relationships with the land and those who tend it, Farmhand continues to nurture a vibrant, interconnected food for Ventura County and beyond.

---

Good morning,

I hope all is well!

Thank you for getting back to me with the Participation Agreements! I've gone ahead and enrolled your parcel in VCAILG and linked the Farmhand Foundation as the growing and billing party.

Below are your login credentials for Clearwater, our online compliance tracking portal:

- <https://clearwater.vcailg.org/>
- VCAILG ID: [REDACTED]
- Password: [REDACTED]

Since you have delegated the growing and billing responsibilities to the Farmhand Foundation, there is no further action required on your end. I'll reach out to the grower regarding next steps to get the parcel up to speed on a few compliance responsibilities.

If you have any questions, please feel free to reach out!

Best regards,

**Danielle Padilla**

*VCAILG Outreach Coordinator*  
Farm Bureau of Ventura County  
805-289-0155



**LEGAL DESCRIPTION:**

Parcel 2 as shown on Lot Line Adjustment Parcel Map Waiver No. 724, as evidenced by document recorded October 12, 1994 as Instrument No. 94-164444 of Official Records, being more particularly described as follows:

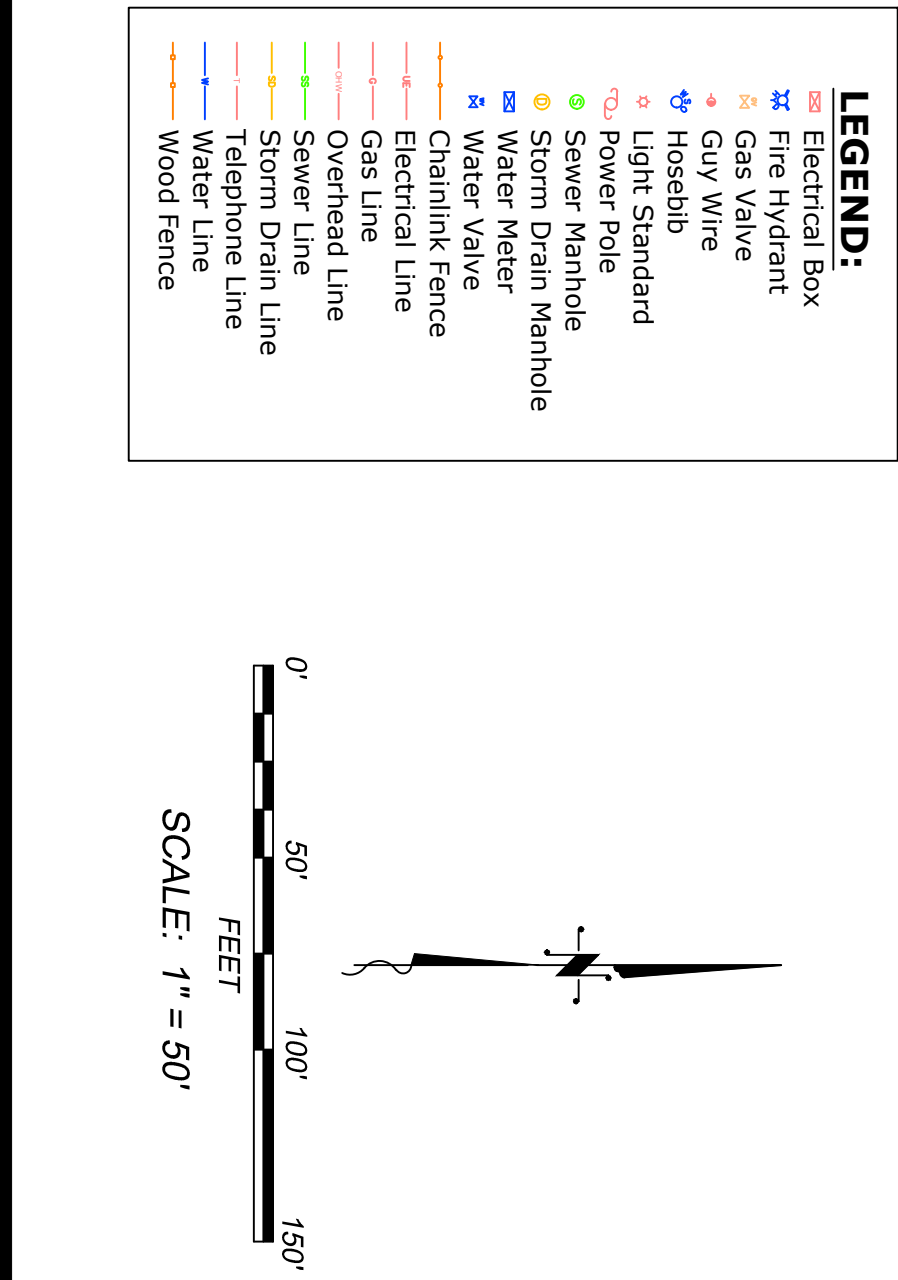
That portion of Tract 7, Bard Subdivision of the Rancho Ojai, in the unincorporated territory of the County of Ventura, State of California, as per map recorded in Book 5, Page 25-1/2 of Miscellaneous Records (Maps) of said County, described as follows:

Beginning at the intersection of the centerline of La Luna Avenue, 50.00 feet wide, formerly known as Tico Road, and the centerline of El Roblar Drive, 50.00 feet wide, thence along said centerline of La Luna Avenue,

- 1st: South 12° 28' 32" West 766.85 feet; thence,  
2nd: North 77° 31' 00" West 618.51 feet to a point in a line parallel to and 44.00 feet easterly of, measured at right angles, the Southernly prolongation of the Easterly line of Lot 7 of said Tract No. 2729; thence along said parallel line,  
3rd: North 12° 02' 00" East 766.87 feet to the intersection of said parallel line with the centerline of said El Roblar Drive; thence along said centerline,  
4th: South 77° 31' 00" East 624.28 feet to the point of beginning.
- Assessor's Parcel No.: 017-0-160-150

## NOTES:

- 1) Except as specifically stated or shown on this plat, this topographic survey does not purport to reflect any of the following information that may be applicable to the subject real estate: assessments, building setback lines, restrictive covenants, zoning or other land use regulations, and any other facts that an accurate and current title search may disclose.
- 2) The boundary shown hereon is based upon the recorded deed and record maps. This survey does not constitute a boundary establishment survey, and is for general reference of site conditions and limits. Due to the lack of existing monumentation per the record map, alternative solutions may exist for the boundary shown hereon. The boundary shown upon hereon is a preliminary survey for examination purposes only, as noted in the California Land Surveyor's Act, Section 8761(c). Upon the request of the client or any governmental agency, additional boundary and monument recovery may be necessary in order to file a Corner Record or Record of Survey with the local agency.
- 3) No attempt has been made as a part of this topographic survey to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility or municipal/public service facility, except as may be shown hereon. For information regarding these utilities or facilities, contact the appropriate agency.
- 4) The aerial image is shown for reference purposes only.



**HENRY LAND SURVEYING**  
**JEREMY HENRY - LAND SURVEYOR**  
 619 Crestview Drive, OJAI, CA. 93023  
 jeremyhenry1118@gmail.com  
 (805) 216-6124



HORIZONTAL DATUM: NAD 83, ZONE 5, US SURVEY FEET  
VERTICAL DATUM: NAVD 88

DATE OF SURVEY: JULY 1, 2020  
CONTOUR INTERVAL = 1 FOOT  
DRAWN BY: JEREMY HENRY, LS 8135

**APN 017-0-160-150**  
**EL ROBLAR & LA LUNA**  
**OJAI, CALIFORNIA**

|                  |   |
|------------------|---|
| SHEET            | 1 |
| OF               | 1 |
| JOB NO.<br>20-75 |   |



LEGAL DESCRIPTION:

Parcel 2 as shown on Lot Line Adjustment Parcel Map Waiver No. 724, as evidenced by document recorded October 12, 1994 as Instrument No. 94-164444 of Official Records, being more particularly described as follows:

That portion of Tract 7, Bard Subdivision of the Rancho Ojai, in the unincorporated territory of the County of Ventura, State of California, as per map recorded in Book 5, Page 25-11/2 of Miscellaneous Records (Maps) of said County, described as follows:

Beginning at the intersection of the centerline of La Luna Avenue, 50.00 feet wide, formerly known as Tico Road, and the centerline of El Roblar Drive, 50.00 feet wide; thence along said centerline of La Luna Avenue,

1st: South 12° 28' 32" West 766.85 feet; thence,

2nd: North 77° 31' 00" West 618.51 feet to a point in a line parallel to and 44.00 feet easterly of, measured at right angles, the Southerly prolongation of the Easterly line of Lot 7 of said Tract No. 2729; thence along said parallel line,

3rd: North 12° 02' 00" East 766.87 feet to the intersection of said parallel line with the centerline of said El Roblar Drive; thence along said centerline,

4th: South 77° 31' 00" East 624.28 feet to the point of beginning.

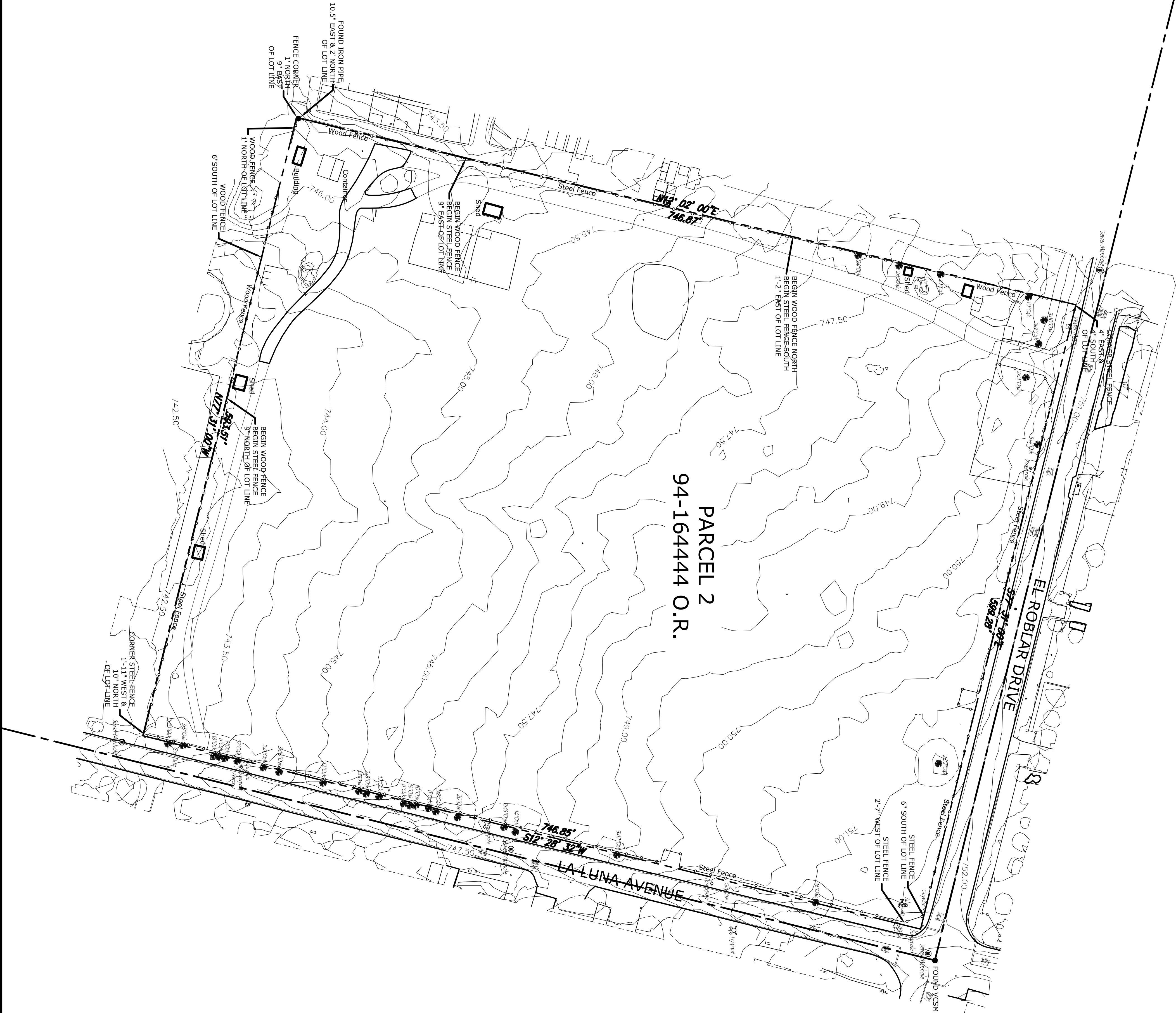
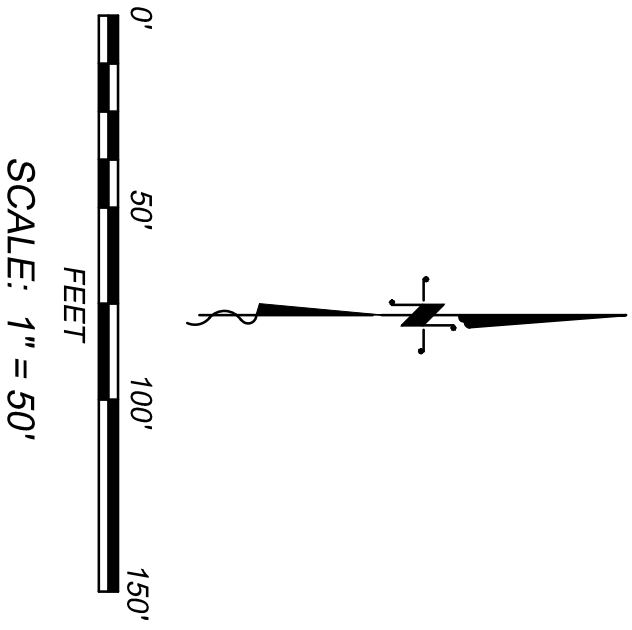
Assessor's Parcel No.: 017-0-160-150

NOTES:

1. Except as specifically stated or shown on this plat, this topographic survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, zoning or other land use regulations, and any other facts that an accurate and current title search may disclose. This survey was prepared without the benefit of a preliminary title report unless specified, and if any easements exist, they are not shown unless specified on the survey. No abstract of title, nor title commitment, or results of a title search were furnished to the Surveyor. All documents of record reviewed are noted herein. There may exist other documents of record that may affect this surveyed parcel of land. The Professional Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
2. The boundary shown hereon is based upon the recorded deed and recorded maps. This survey does not constitute a boundary establishment survey and is for general reference of site conditions and limits. Lot lines shown hereon were derived from available record information and minimally constrained to round survey monuments. A full and resolved boundary survey was not performed for this project. Due to the lack of existing monumentation per the record map, the boundary shown hereon is based upon the best available information. This survey is for general reference only, and is not for examination purposes only, as noted in the California Land Surveyor's Act, Section 8761(c). Upon the request of the client or any governmental agency, additional boundary and monument recovery may be necessary in order to file a Corner Record or Record of Survey with the local agency.
3. No attempt has been made as a part of this topographic survey to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility or municipal/public service facility, except as may be shown hereon. For information regarding these utilities or facilities, contact the appropriate agency. Also, landscaping and landscape irrigation devices were not surveyed and are not shown. Tree line canopies are pictorial and may not reflect true driplines.
4. The aerial image is shown for reference purposes only.
5. Copies of this plan without an original signature and without a wet seal are not valid and are preliminary. If this map is provided in an electronic format (cad/pdf), only the Surveyor's signed and sealed plan constitutes a professional work product. In the event that the electronic file is altered, the Surveyor's signed and sealed print or pdf file must be referred to for the original and correct survey information. Henry Land Surveying shall not be responsible for any modification made to the provided cad file, or for any products that have been derived from the cad file which are not reviewed, signed and sealed by Jeremy Henry PLS 8135.

**LEGEND:**

- Electrical Box
- Fire Hydrant
- Gas Valve
- Guy Wire
- Hosebib
- Light Standard
- Power Pole
- Sewer Manhole
- Sewer Drain
- Storm Drain
- Storm Drain Manhole
- Water Valve
- Chaining Fence
- Electrical Line
- Gas Line
- Overhead Line
- Sewer Line
- Storm Drain Line
- Telephone Line
- Water Line
- Wood Fence



*Handwritten signature of Jeremy Henry.*

**HENRY LAND SURVEYING INC.**  
JEREMY HENRY - LAND SURVEYOR  
619 Crestview Drive, OJAI, CA. 93023  
jeremyhenry1118@gmail.com  
(805) 216-6124



HORIZONTAL DATUM: NAD 83, ZONE 5, US SURVEY FEET  
VERTICAL DATUM: NAVD 88

DATE OF SURVEY: OCTOBER 18, 2021  
CONTOUR INTERVAL = 1 FOOT  
DRAWN BY: JEREMY HENRY, PLS 8135

**APN 017-0-160-150**  
**EL ROBLAR & LA LUNA**  
**OJAI, CALIFORNIA**  
**TOPOGRAPHIC MAP**

|         |       |
|---------|-------|
| SHEET   | 1     |
| OF      | 1     |
| JOB NO. | 20/75 |





## District Summary/Update

- **Lake Level:** Casitas Dam is at 94.9% 7/9/25
- **Wells:** All Wells offline due to Well #4A rehab Project  
Turned on Casitas connection 4/10/2025
- **CCC Program:** The Cross-Connection Control Program is ready for approval and submission (state granted an extension)
- **Well, #4A Redevelopment Project:** All materials are expected to be in the second week of August.
- **Cal ARP:** The district has met with 3 consultants: Resource Compliance, Saltegra Consulting, and ACC Environmental Consultants
- **Weed Abatement:** (complete)
- **AMI Meters:** District has received meters and endpoints to complete Route #5; S. La Luna and S. Rice (In Progress)
- **Restock Inventory:** Restock inventory; service line parts, main line valve, meter boxes etc.
- **Will Serve Letters:** none
- **Rainfall Totals (Season):**

|                   |        |
|-------------------|--------|
| Casitas Dam       | 9.46"  |
| Matilija Dam      | 13.40" |
| M.O. Fire Station | 5.99"  |
| Stewart Canyon    | 8.97"  |
| Nordhoff Ridge    | 15.39" |

7/9/25

| <u>Type of Work</u> | <u>Cause</u> | <u>Date</u> | <u>Location</u> | <u>Contractor</u> | <u>Amount \$</u> |
|---------------------|--------------|-------------|-----------------|-------------------|------------------|
| New SCADA Computer  | Compliance   | 6/26/25     | Treatment Plant | Mitec             | \$5,905.39       |

### Current Well Levels and Specific Capacity

| WELL #1                       | JAN<br>25' | FEB<br>25' | MAR<br>25' | APR<br>25' | MAY<br>25' | JUN<br>25' | JUL<br>25' | AUG<br>25' | SEP<br>25' | OCT<br>25' | NOV<br>25' |
|-------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| STATIC (ft)                   | 29.1'      | 27.3       | 25.9'      | 27.8'      | 29'        | 27.6'      | 30.8'      |            |            |            |            |
| RUNNING (ft)                  | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| DRAW DOWN (ft)                | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Gallons Per Minute (GPM)      | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Specific Capacity (gal/ft DD) | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
|                               |            |            |            |            |            |            |            |            |            |            |            |
| WELL #2                       | JAN        | FEB        | MAR        | APR        | MAY        | JUN        | JUL        | AUG        | SEP        | OCT        | NOV        |
| STATIC (ft)                   | 28.6'      | 28'        | 26.2       | 27.8'      | 28.9'      | 28.5'      | 29.7'      |            |            |            |            |
| RUNNING (ft)                  | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| DRAW DOWN (ft)                | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Gallons Per Minute (GPM)      | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Specific Capacity (gal/ft DD) | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
|                               |            |            |            |            |            |            |            |            |            |            |            |
| WELL #4A                      | JAN        | FEB        | MAR        | APR        | MAY        | JUN        | JUL        | AUG        | SEP        | OCT        | NOV        |
| STATIC (ft)                   | 35.9'      | 35.3'      | 34.7'      | 29.9'      | 33.4'      |            | 42.7'      |            |            |            |            |
| RUNNING (ft)                  | 55.3"      | 53.97'     | 54.2'      | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| DRAW DOWN (ft)                | 19.4"      | 18.67'     | 19.5       | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Gallons Per Minute (GPM)      | 366        | 361        | 377        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Specific Capacity (gal/ft DD) | 18.9       | 19.33      | 19.33      | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
|                               |            |            |            |            |            |            |            |            |            |            |            |
| WELL #7                       | JAN        | FEB        | MAR        | APR        | MAY        | JUN        | JUL        | AUG        | SEP        | OCT        | NOV        |
| STATIC (ft)                   | 33.2'      | 31.2'      | 30.7'      | 30.2'      | 33.9'      | 40.1'      | 43.1'      |            |            |            |            |
| RUNNING (ft)                  | 33.7'      | 33.5'      | 33.7'      | 33.1'      | OFF        | OFF        | OFF        |            |            |            |            |
| DRAW DOWN (ft)                | 2.5'       | 2.3'       | 3'         | 2.9'       | OFF        | OFF        | OFF        |            |            |            |            |
| Gallons Per Minute (GPM)      | 310        | 309        | 305        | 325        | OFF        | OFF        | OFF        |            |            |            |            |
| Specific Capacity (gal/ft DD) | 124        | 134.34     | 101.66     | 112.06     | OFF        | OFF        | OFF        |            |            |            |            |
|                               |            |            |            |            |            |            |            |            |            |            |            |
| WELL #8                       | JAN        | FEB        | MAR        | APR        | MAY        | JUN        | JUL        | AUG        | SEP        | OCT        | NOV        |
| STATIC (ft)                   | 63.6'      | 62.7'      | 62.3       | 61.6       | 63.1'      | 63.5'      | 64.8'      |            |            |            |            |
| RUNNING (ft)                  | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| DRAW DOWN (ft)                | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Gallons Per Minute (GPM)      | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |
| Specific Capacity (gal/ft DD) | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        | OFF        |            |            |            |            |

## Non-Reportable Nitrate Levels 2025

|           | January | February | March | April | May  | June | July | August | September | October | November | December |
|-----------|---------|----------|-------|-------|------|------|------|--------|-----------|---------|----------|----------|
| Well #8   | 11.1    | 11.2     | 10.3  | 10.8  | 10.6 | 10.6 | 10.4 |        |           |         |          |          |
| Ranchitos | 17.1    | 18.1     | 16.7  | 16.4  | 17.2 | 17   | 16.1 |        |           |         |          |          |

### Water Pumped, Sold, Purchased & Water Loss (by MOWD Billing Period)

| MONTH      | PUMPED (AF) | PURCHASED (AF) | TOTAL SUPPLY (AF) | FLUSHED (AF) | SOLD (AF) | % DIFFERENCE | NOTES                              |
|------------|-------------|----------------|-------------------|--------------|-----------|--------------|------------------------------------|
| 2025 JAN   | 53.12       | 0              | 53.12             | 0.04         | 56.68     | 6%           |                                    |
| FEB        | 38.81       | 0              | 38.81             | 0.14         | 32.28     | 16%          | Service Leak 2/18                  |
| MAR        | 31.10       | 0              | 31.10             | 0.3          | 30.26     | 2%           |                                    |
| APR        | 13.34       | 37.89          | 51.23             | 0            | 48.82     | 5%           |                                    |
| MAY        | 0.05        | 52.39          | 52.44             | 0.13         | 47.73     | 9%           |                                    |
| JUN        | 0.58        | 57.67          | 58.25             | 0.08         | 63.46     | 9%           |                                    |
| JUL        |             |                |                   |              |           |              |                                    |
| AUG        |             |                |                   |              |           |              |                                    |
| SEP        |             |                |                   |              |           |              |                                    |
| OCT        |             |                |                   |              |           |              |                                    |
| NOV        |             |                |                   |              |           |              |                                    |
| DEC        |             |                |                   |              |           |              |                                    |
| YTD 2025   | 37.00       | 147.95         | 284.95            | 0.69         | 279.23    | 2%           |                                    |
| TOTAL 2024 | 589.17      | 48.58          | 637.76            | 0.78         | 584.54    | 8%           | *Flushing Tracker started Sep 2024 |
| TOTAL 2023 | 441.18      | 107.75         | 548.93            |              | 499.61    | 9%           |                                    |
| TOTAL 2022 | 451.43      | 216.43         | 667.86            |              | 615.38    | 9%           |                                    |
| TOTAL 2021 | 411.94      | 266.57         | 678.51            |              | 640.95    | 6%           |                                    |
| TOTAL 2020 | 485.71      | 197.26         | 682.97            |              | 635.47    | 7.5%         |                                    |

**Reserve Funds**

|                                      |                 |
|--------------------------------------|-----------------|
| * Balance at the County of Ventura   | \$ 1,444,230.39 |
|                                      |                 |
| Total Taxes                          | \$ 1,277.96     |
|                                      |                 |
| Total Interest from reserve account# | \$ 0.00         |

**Fiscal Year Total Revenues**

|                                  |      |                 |
|----------------------------------|------|-----------------|
| July 1 <sup>st</sup> – June 30th | 2024 | \$ 2,031,030.05 |
|                                  |      |                 |
| July 1st – June 30th             | 2025 | \$ 2,282,932.51 |

**Bank Balances**

|  |               |
|--|---------------|
| * LAIF Balance   | \$ 222,338.87 |
| Transferred from L.A.I.F. to General                   | \$ 0.00       |
| (#) Quarterly Interest from LAIF                       | \$ 0.00       |
|  |               |
| * Money Market (Mechanics Bank)                        | \$ 7,628.23   |
|  |               |
| Amount Transferred to Mechanics from County this month | \$ 0.00       |
| Amount Transferred to General Fund from Money Market   | \$ 0.00       |
| Monthly Interest received from Money Market            | \$ .13        |
|  |               |
| General Fund Balance                                   | \$ 144,334.60 |
|  |               |
| Trust Fund Balance                                     | \$ 7,164.72   |
|  |               |
| * Capital Improvement Fund                             | \$ 21,999.26  |
|  |               |
| (#) Quarterly Interest from Capital Account            | \$ 0.19       |
|  |               |
| Total Interest accrued                                 | \$ 0.32       |



## Board Secretary Report – July 2025

### **Administrative**

- The backflow device tracking database and customer notification system went live on July 1, 2025. The SWRCB granted MOWD an extension to submit the CCCP until September 30. MOWD is actively working with the BSI consultant to finish the MOWD Cross Connection Control Plan and Resolution.
- Staff are working on creating instructions and personalized customer notifications for the EyeOnWater app, specifically for customers with the new AML meters.
- The Water Rate Study RFP was published July 8, 2025, and proposals are due by August 15, 2025.
- Management updated all job descriptions to ensure uniformity and inclusion of the performance management core benchmarks. They were reviewed with staff, and signed copies were filed in personnel records. The updated Employee Handbooks will also be reprinted and reviewed with staff, and signed acknowledgments will be filed in personnel records.
- Performance Evaluations are underway, including the annual staff survey and staff interviews with the Executive Committee.

### **Financial** (any items not covered in the separate Financials Report)

- The Financial Audit FY 24-25 work is scheduled to resume in August.

### **Billing/Customer Service**

| Month        | #Total Service Orders | # Account Owner Changes | Total HCF Billed | Monthly Customer Bill Total |
|--------------|-----------------------|-------------------------|------------------|-----------------------------|
| June 24      | 119                   | 5                       | 24,833           | \$159,557.69                |
| July 24      | 230                   | 6                       | 29,616           | \$177,956.38                |
| August 24    | 149                   | 7                       | 31,844           | \$188,551.64                |
| September 24 | 162                   | 8                       | 34,955           | \$199,500.81                |
| October 24   | 90                    | 6                       | 30,431           | \$182,605.47                |
| November 24  | 69                    | 7                       | 27,161           | \$170,218.85                |
| December 24  | 52                    | 3                       | 19,292           | \$141,151.22                |
| January 25   | 76                    | 11                      | 25,441           | \$163,916.67                |
| February 25  | 67                    | 7                       | 14,649           | \$123,322.95                |
| March 25     | 56                    | 8                       | 13,350           | \$118,749.73                |
| April 25     | 90                    | 5                       | 22,087           | \$155,164.02                |
| May 25       | 78                    | 10                      | 21,291           | \$151,505.06                |
| June 25      | 137                   | 34                      | 26,425           | \$201,428.69                |

- June 24 Service Orders: 99 were re-reads conducted during the meter reading process.
- July 24 Service Orders: 167 were re-reads conducted during the meter reading process; 34 new meters installed.

- September 24 Service Orders: 96 were re-reads conducted during the meter reading process; 8 leak checks and 37 misc, which included 29 AMI endpoint number rechecks.
- October 24 Service Orders: 42 were re-reads during the meter reading process; 7 leak checks, and 23 Misc.
- April 25 Service Orders: 74 were re-reads during the meter reading process due to increased consumption; 2 pressure checks, 4 leaks, 3 stuck meters with 1 meter replacement, and 1 meter box relocation
- June 25 Service Orders: 89 were re-reads during the meter reading process. Of the 34 account ownership changes, 21 accounts were involved, which is unusually high turnover for the first week of June. The total billed amount includes the Casitas Surcharge of \$29,629.18.

## **Board of Directors**

| Board Member      | Position       | Term Ends | Term Type                   |
|-------------------|----------------|-----------|-----------------------------|
| Michel Etchart    | President      | 2026      | Long Term (Re-elected 2022) |
| Christian Oakland | Vice President | 2026      | Short Term (Appointed 2024) |
| James Kentosh     | Director       | 2026      | Long Term (Re-elected 2022) |
| Christy Cooper    | Director       | 2028      | Long Term (Re-elected 2024) |
| Joe Pangea        | Director       | 2026      | Long Term (Elected 2022)    |

- Biennial Director Trainings:
  - Antiharrassment Training for Supervisors & Managers is due.
  - CA Local Agency Ethics Training is due.

## **Projects**

- CalARP consultants were interviewed, and staff will present recommendation to Board.
- Staff has developed a centralized policy, procedure, and resolution repository on a secure, shared network file. Work continues on developing a policy management structure will include identifying controlled, unclassified information for policies and procedures. Additionally, staff are working on creating additional policies, procedures, and plans for the District.

**Recommended Actions:** *Receive an update from the Board Secretary concerning miscellaneous matters and District correspondence. Provide feedback to staff.*

**Attachments:** None.