



Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Carl Jarecky, Director

Jane Nye, Director

Leon Shapiro, Director

Providing Outstanding Service Since 1963

NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN that the Triunfo Water & Sanitation District Board of Directors will hold a Regular Meeting on **Monday, April 22, 2024, at 5:15 p.m. Triunfo Water & Sanitation District Office, Board Room, located at 370 N. Westlake Blvd., Suite 100, Westlake Village, California.**

This meeting will be held in person and available by teleconference via Zoom or by telephone. All attendees are muted by default. To join via computer, click the following link:

<https://zoom.us/j/95735216590?pwd=WVI0U3BwTkRPMUZoS1o0eUtqUzRMQT09>

If you do not have a computer or if you do not have speakers or a microphone on your computer, you can dial in for audio. Call (669) 900-6833 or (346) 248-7799 and enter ID: 957 3521 6590.

If you would like to speak via teleconference during the public comment portion of the meeting:

ONLINE: Press "Raise Hand" to indicate you wish to speak.

PHONE: Press *9 to "Raise Hand" *6 to send a request to be unmuted to submit verbal comments.

Public comment on any agenda item will be accepted by mail to Clerk of the Board, 370 N. Westlake Blvd., Suite 100, Westlake Village, CA 91362 or email to Clerk of the Board at FidelaGarcia@TriunfoWSD.com. To ensure public comments are received and distributed to the members of the Triunfo Water & Sanitation District Board of Directors prior to consideration of the agenda, please submit no later than the day before the meeting and state in the subject line (1) "Public Comment" and (2) the agenda item number that corresponds. All public comments received will be made a part of the official record of the meeting.

The business to be transacted is as follows:

AGENDA

The Board agenda is posted at least 72 hours preceding the Board's Regular meeting and contains all items on which Board action will be allowed under Government Code Section 54954.2. Action will be taken on unanticipated items only when an emergency (as defined in Government Code Section 54956.5) exists or as otherwise allowed under Government Code Section 54954.2(b). This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 B.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability-related modification or accommodation to participate in the meeting should contact the Triunfo Water & Sanitation District Board Clerk at (805) 658-4602, during regular business hours, at least forty-eight hours before the time of the meeting. Upon request, individual reports/materials distributed to the Board in connection with this Agenda are available for public inspection at 370 N. Westlake Blvd., Ste. 100, Westlake Village, CA 91362 during regular business hours or may be viewed on the District's website at www.triunfowsd.com. Any reports/materials distributed at the Board meeting by staff will be made available for inspection at this meeting or as soon thereafter as possible.

1. Call to Order, Roll Call

2. Pledge of Allegiance

3. Agenda Review (General Manager/Board of Directors)

Consider and approve, by majority vote, minor revisions to the Board agenda items or related attachments and any item added to, removed from, or continued from the Board agenda.

4. Public Comment (Items not on the agenda, five-minute limit)

In accordance with Government Code Section 54953(a), this is an opportunity for members of the public to briefly address the Board on items NOT on the agenda. Persons wishing to comment on agenda items should complete a speaker card and submit it (preferably before the meeting) to the Clerk. The Chair will then recognize them at the appropriate time. Once recognized, persons should step to the podium, clearly state their name and address for the record, and address the item being considered in as brief, clear, and concise a manner as possible. Attendees participating by phone may dial *9 or if by Zoom may use the 'raise hand' function to be recognized.

PRESENTATION ITEM (Item 5 only)

5. Community Outreach Update

CONSENT ITEM (Item 6 only)

Matters listed under Consent Items are considered routine, non-controversial, and are normally approved by one motion. If discussion is requested by any member of the Board on any Consent Item, or if a member of the public wishes to comment on an item, that item may be removed from the Consent Agenda for separate action.

6. Approve the minutes of the Board of Directors special meeting of March 18, 2024 and regular meeting of March 25, 2024.

ACTION ITEMS (Items 7 through 10)

7. Public Hearing: Revisions to Ordinance No. TWSD-202 Sewer System Pretreatment Program

It is recommended that the Board:

- A. Conduct a public hearing regarding proposed TWSD Ordinance No. TWSD-202 for prescribing the policies and provisions for sewer service and the pretreatment program for the District's sewer system:
 - 1) Call to order and open the public hearing.
 - 2) Receive staff report and recommendations.
 - 3) Report of written communications.
 - 4) Public comment.
 - 5) Close public hearing.
 - 6) Discussion by Board of Directors
- B. Conduct the second reading, by title only, of Ordinance No. TWSD-202, Pretreatment Program for the Sewer System Owned and Operated by Triunfo Water & Sanitation District, and adopt Ordinance No. TWSD-202; and
- C. Direct staff to update the District's website to reflect the current charges and fees; or
- D. Provide direction to staff.

ORDINANCE NO. TWSD-202 (Adopted 4/22/24) PRETREATMENT PROGRAM FOR THE SEWER SYSTEM OWNED AND OPERATED BY TRIUNFO WATER & SANITATION DISTRICT

8. Mainline Extension Agreement No. T24-002

It is recommended the Board authorize the Chair to sign the Mainline Extension Agreement No. T24-002 for Wastewater Collection and Treatment Services

between Triunfo Water & Sanitation District and Mr. Yoni Shalev to approve the extension of the wastewater collection system at 347 Bell Canyon Road, Bell Canyon.

9. Approval of Transfer of Ownership and Agreement to Maintain the Regency Hills Recycled Water Booster Pump Station, TWSD Contract No. T24-003

It is recommended the Board:

- A. Authorize the General Manager to sign and record the Quitclaim Deed for the easement originally granted to Triunfo for the Regency Hills booster pump station; and
- B. Authorize the Chair to sign TWSD Contract No. T24-003 to provide maintenance services to Regency Hills Neighborhood Homeowners Association for the Regency Hills booster pump station; or
- C. Provide staff with direction.

10. Proposed Instant Rebate for TreePeople Plant Kit Program

It is recommended the Board approve offering a first-come, first-served rebate to TWSD customers for TreePeople Plant Kits in the amount of \$50 per kit ordered, up to \$1000 from the budgeted funds for the rebate program.

INFORMATION ITEMS (Items 11 through 18)

It is recommended the Board receive and file the following items:

- 11. Disbursements Report
- 12. Investment Report
- 13. Revenue & Expense Report
- 14. Water Service Update
- 15. Searle Creative Activities & Marketing Analytics Reports
- 16. Water Conservation Rebates
- 17. Water Supply Conditions Report
- 18. Future Meetings, Seminars and Conferences
 - May 13, 5:30 p.m. – JPA Meeting
 - May 14, 5:15 p.m. – TWSD Special Meeting (Budget Workshop)
 - May 16, 8:00 a.m. – AWA-VC WaterWise Program
 - May 20, 5:15 p.m. – TWSD Board Meeting
 - May 21, 8:00 a.m. – AWA-VC Water Issues Committee
 - June 3, 5:00 p.m. – JPA Meeting
 - June 18, 8:00 a.m. – AWA-VC Water Issues Committee
 - June 20, 8:00 a.m. – AWA-VC WaterWise Program
 - June 24, 5:15 p.m. – TWSD Board Meeting

- July 1, 5:30 p.m. – JPA Meeting
- July 22, 5:15 p.m. – TWSD Board Meeting
- July 16, 8:00 a.m. – AWA-VC Water Issues Committee
- July 18, 8:00 a.m. – AWA-VC WaterWise Program
- **Upcoming Conferences**
 - May 7-9 – ACWA Spring Conference (Sacramento)
 - May 21-22 – CSDA Legislative Days (Sacramento)
 - July 31-August 2 – CASA Annual Conference (Monterey)

ORAL REPORTS (Items 19 through 22)

19. Standing & Ad Hoc Committee Reports

- A. Finance & Personnel Committee
- B. Public Outreach / Communications Committee

20. Board Member Comments

This is an opportunity for Board members to briefly comment on matters they deem appropriate to the business of TWSD. A Board member may ask a question of staff for clarification, make a brief announcement, or make a brief report on his or her activities related to the TWSD. A Board member may also provide a reference to staff or other resources for factual information, or request staff to report back to the Board at a subsequent meeting concerning a matter related to TWSD business. The Board may also direct staff to place a matter of business on a future TWSD Board agenda.

21. Reports on Outside Meetings/Conferences

22. General Manager, Legal Counsel Comments

NEW BUSINESS (Item 23 only)

23. Future Agenda Items

ADJOURNMENT - Adjourn to a Special Meeting to be held on Tuesday, May 14 , 2024, at 5:15 p.m. at Triunfo Water & Sanitation District Office located at 370 N. Westlake Blvd., Suite 100, Westlake Village, CA.

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Media Coverage

Carl Jarecky sworn in as TWSD board member

- The Acorn - March 29
<https://www.theacorn.com/articles/jarecky-is-orkneys-replacement-at-triunfo-water/>
- Agoura Patch – March 20
<https://patch.com/california/agourahills/triunfo-water-sanitation-district-fills-board-vacancy>
- American Towns Media/WLV – March 20
<https://www.american towns.com/news/triunfo-water-sanitation-district-fills-board-vacancy-31654294-westlake-village-ca.html>
- Amigos 805 - March 21
<https://amigos805.com/triunfo-water-sanitation-district-fills-board-vacancy/>
- Greater Conejo Valley Chamber of Commerce – March 20
<https://www.conejochamber.org/news/details/triunfo-water-sanitation-district-fills-board-vacancy-03-20-2024>

Social Media

Social Media – Fix a Leak Week Campaign

- March 18-24
- Fix-A-Leak Week was created in 2009 by the Environmental Protection Agency's (EPA) WaterSense program
- Using EPA guide and examples, created 5 social media posts for week
- Topics: Intro video, toilet leaks, faucet leaks, showerheads, outdoors

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TRIUNFO WATER & SANITATION DISTRICT
Minutes of March 18, 2024, Board of Directors Special Meeting
(In-person and virtual via Zoom)

1. Call to Order, Roll Call

Chair Wall called the meeting to order at 5:15 p.m. at District headquarters, 370 North Westlake Blvd., Suite 100, Westlake Village, California.

Directors Jane Nye and Leon Shapiro, Vice Chair Raymond Tjulander, and Chair James Wall were present.

General Manager Mark Norris, Legal Counsel Dennis McNulty, Director of Finance Vickie Dragan, Clerk of the Board Fidela Garcia, Engineering Program Manager Tim Doyle, Administrative Program Manager Michael Castro, and Public Information Officer Becky Haycox were present.

2. Pledge of Allegiance: The pledge was led by Chair Wall.

3. Agenda Review

Vice Chair Tjulander moved to accept the agenda as presented. Motion seconded by Director Shapiro. Motion carried unanimously.

4. Public Comment: There were no public comments.

ACTION ITEM (Item 5 only)

5. Appointment of New Director for TWSD Board

It is recommended the Board conduct interviews of the applicants and based on the result, including a review of the applicant's application, appoint an applicant to fill the current Board Member vacancy through December 6, 2024.

General Manager Norris welcomed all the applicants and expressed appreciation for their interest in potentially being the next TWSD Board member. He provided an overview of the interview process the Board would follow for candidate interviews. He requested that the candidates wait outside of the room during each other's interviews, as a courtesy to one another.

Chair Wall noted that the Director appointed would be a temporary appointment through December 2024. He said that should the candidate selected desire to continue serving on the Board beyond that time, would need to run for election in November 2024.

The order of interviews determined by a lottery was as follows:

First interview: Liew-Chuang Chiu
Second interview: John S. Watts
Third interview: Carl R. Jarecky
Fourth interview: Eric R. Tescher
Fifth interview: Brett Austin

Each applicant was given 10 minutes to present. Ms. Garcia was the timekeeper for the interviews.

After interviewing each candidate and deliberation, the Board submitted individual ballots to Ms. Garcia who tallied them. Carl Jarecky came out on top with the lowest ranking number and was to be appointed to the TWSD Board to fill the position vacated by Janna Orkney in January 2024.

All candidates were invited back to the Board Room and Chair Wall thanked each for their participation in the process. Chair Wall announced Carl Jarecky would be the new Board Member and extended the Board's congratulations.

Mr. Jarecky was administered the Oath of Office by Ms. Garcia and took his seat at the dais.

ORAL REPORTS – (Items 6 through 7)

6. **Board Member Comments**

Director Shapiro thanked all of the candidates.

7. **General Manager, Legal Counsel Comments** – None.

ADJOURNMENT

There being no further business, and without objection, Chair Wall adjourned the meeting at 6:30 p.m.

Prepared by:

Approved:

Fidela Garcia
Clerk of the Board

James Wall
Chair of the Board

TRIUNFO WATER & SANITATION DISTRICT

Minutes of March 25, 2024, Board of Directors Regular Meeting
(In-person and virtual via Zoom)

1. Call to Order, Roll Call

Chair Wall called the meeting to order at 5:15 p.m. at District headquarters, 370 North Westlake Blvd., Suite 100, Westlake Village, California.

Directors Jane Nye, Leon Shapiro, Carl Jarecky, Vice Chair Raymond Tjulander, and Chair James Wall were present.

General Manager Mark Norris, Legal Counsel Dennis McNulty, Director of Finance Vickie Dragan, Clerk of the Board Fidela Garcia, Engineering Program Manager Tim Doyle, Administrative Program Manager Michael Castro, and Public Information Officer Becky Haycox were present.

2. Pledge of Allegiance: Led by Chair Wall.

3. Agenda Review

Director Tjulander moved to approve the agenda as presented. Motion seconded by Director Nye. Motion carried unanimously.

4. Public Comment – None.

PRESENTATION ITEM (Item 5 only)

5. Community Outreach Update

Public Information Officer Becky Haycox provided an update.

CONSENT ITEM (Item 6 only)

6. Approve the minutes of the Board of Directors regular meeting of February 26, 2024.

No public comment was heard.

Director Tjulander moved to approve Consent Item 6. Motion seconded by Director Shapiro. Motion carried unanimously.

ACTION ITEMS (Items 7 through 9)

7. Revisions to Ordinance No. TWSD-202 Sewer System Pretreatment Program

It is recommended the Board:

- A. Review and conduct the first reading, by title only, of proposed Ordinance No. TWSD-202; and
- B. Schedule a public hearing and Board action on April 22, 2024, to conduct the second reading, by title only, and consider the adoption of Ordinance No. TWSD-202 (Adopted 4/22/24); and
- C. Direct staff to publish on April 8 and 15, 2024, a notice in the Ventura County Star, a newspaper of general circulation published and circulated in the District, providing a summary of this Ordinance and noticing an April 22, 2024, public hearing to consider adoption of this Ordinance; or
- D. Provide staff with direction.

“ORDINANCE NO. TWSD-202 (Adopted 4/22/24) PRETREATMENT PROGRAM FOR THE SEWER SYSTEM OWNED AND OPERATED BY TRIUNFO WATER & SANITATION DISTRICT”

General Manager Mark Norris gave the report.

No public comment was heard.

Director Shapiro moved to approve staff recommendations A, B, and C above. Motion seconded by Director Nye. Motion carried unanimously.

8. Finance Committee Expanded Role

It is recommended the Board approve renaming the Finance Committee to Finance & Personnel Committee.

General Manager Mark Norris gave the report.

No public comment was heard.

Director Shapiro moved to approve staff recommendation. Motion seconded by Director Nye. Motion carried unanimously.

9. District Work Schedule

It is recommended the Board:

- A. Approve updating the District's hours to include closure every other Friday;
- B. Direct staff to notify the District's customers of the change; and

- C. Have the effective date of every other Friday office closure beginning July 1, 2024.

General Manager Mark Norris gave the report.

No public comment was heard.

Director Shapiro moved to approve staff recommendation to adjust the District's work schedule. Motion seconded by Director Nye. Motion carried unanimously.

INFORMATION ITEMS (Items 10 through 16)

It is recommended the Board receive and file the following items:

10. Disbursements Report
11. Investment Report
12. Revenue & Expense Report
13. Water Service Update
14. Searle Creative Activities & Marketing Analytics Reports
15. Water Supply Conditions Report
16. Future Meetings, Seminars and Conferences
 - April 8, 5:00 p.m. – JPA Meeting (TWSD)
 - April 22, 5:15 p.m. – TWSD Board Meeting
 - May 13, 5:30 p.m. – JPA Meeting
 - May 14, 5:15 p.m. – TWSD Special Meeting (Budget Workshop)
 - May 16, 8:00 a.m. – AWA-VC WaterWise Program
 - May 20, 5:15 p.m. – TWSD Board Meeting
 - May 21, 8:00 a.m. – AWA-VC Water Issues Committee
 - June 3, 5:00 p.m. – JPA Meeting
 - June 18, 8:00 a.m. – AWA-VC Water Issues Committee
 - June 20, 8:00 a.m. – AWA-VC WaterWise Program
 - June 24, 5:15 p.m. – TWSD Board Meeting
 - **Upcoming Conferences**
 - April 10 – ACWA Legislative Symposium (Sacramento)
 - April 18 – AWA-VC Symposium and Exposition (Oxnard)
 - May 7-9 – ACWA Spring Conference (Sacramento)
 - May 21-22 – CSDA Legislative Days (Sacramento)
 - July 31-August 2 – CASA Annual Conference (Monterey)

Director Nye moved to receive and file. Motion seconded by Director Shapiro. Motion carried unanimously.

ORAL REPORTS (Items 17 through 20)

17. Standing & Ad Hoc Committee Reports

- A. Finance Committee – None.
- B. Public Outreach / Communications Committee – None.

18. Board Member Comments

Director Nye commented she liked seeing a very visible link to Callegaus-Las Virgenes Interconnection Project on the District's home page. She thought this was a good way to provide District customers with recent updates.

Chair Wall mentioned he would be out of town for the next Board meeting and Director Tjulander said he would be present to preside over the meeting.

19. Reports on Outside Meetings/Conferences

Director Shapiro reported on the ACWA-DC Conference and AWA-VC Program he recently attended.

20. General Manager, Legal Counsel Comments

General Manager Mark Norris mentioned the District Office would be closed on Monday, April 1, in recognition of Cesar Chavez Day.

NEW BUSINESS (Item 21 only)

21. Future Agenda Items – None.

ADJOURNMENT

There being no further business, and without objection, Chair Wall adjourned the meeting at 6:00 p.m.

Prepared by:

Approved:

Fidela Garcia
Clerk of the Board

James Wall
Chair of the Board



Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Carl Jarecky, Director

Jane Nye, Director

Leon Shapiro, Director

Providing Outstanding Service Since 1963

April 22, 2024

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

PUBLIC HEARING: REVISIONS TO ORDINANCE NO. TWSD-202 SEWER SYSTEM PRETREATMENT PROGRAM

Summary

The Triunfo Water & Sanitation District (District) Board adopted Ordinance No. TWSD-202 (Adopted 6/28/21) revising the pretreatment program (Program) for the District's wastewater sewer system. A key component of the Program is the Fats, Oil, and Grease (FOG) inspection and testing requirements to ensure compliance with the waste discharge monitoring program. The District currently issues an annual FOG Permit to each Food Service Establishment (FSE) identified as part of the program. Permit fees provide the necessary funding to support the Program and are billed on an annual basis.

The District currently bills sewer service fees via the County of Ventura Tax Rolls. In an effort to streamline the FOG Permit billing process, staff recommends placing the FOG Permit fee on the Tax Rolls as well. Placing this fee on the Tax Rolls makes the property owner the responsible entity for paying the fee thus ensuring timely payment and reduces staff time to follow up regarding payment issues. Any levied penalties or fines will be billed to the operator of the FSE, and if left unpaid, will ultimately be placed on the parcel's tax roll as well as notification sent to the property owner.

Staff recommends the Board review and discuss the proposed changes to TWSD Ordinance No. TWSD-202 and conduct a public hearing to approve and execute the Ordinance to revise the appropriate provisions for the pretreatment program for use with the District's sewer system.

Please contact me at (805) 658-4621 or marknorris@triunfowsd.com if you have any questions.

Fiscal Impact


There is no direct fiscal impact to the District for this change except for reduced staff time managing the FOG Permit fee.

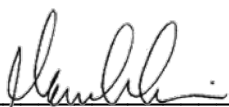
Recommendation

It is recommended the Board:

- A. Conduct a public hearing regarding proposed TWSD Ordinance No. TWSD-202 for prescribing the policies and provisions for sewer service and the pretreatment program for the District's sewer system:
 - 1. Call to order and open the public hearing.
 - 2. Receive staff report and recommendations.
 - 3. Report of written communications.
 - 4. Public comment.
 - 5. Close public hearing.
 - 6. Discussion by Board of Directors
- B. Conduct the second reading, by title only, of Ordinance No. TWSD-202, Pretreatment Program for the Sewer System Owned and Operated by Triunfo Water & Sanitation District, and adopt Ordinance No. TWSD-202; and
- C. Direct staff to publish an ordinance summary and update the District's website to reflect the changes; or
- D. Provide direction to staff.

"ORDINANCE NO. TWSD-202 (Adopted 4/22/24) PRETREATMENT PROGRAM FOR THE SEWER SYSTEM OWNED AND OPERATED BY TRIUNFO WATER & SANITATION DISTRICT"

REVIEWED FOR FISCAL IMPACT: 
Vickie Dragan – Director of Finance

REVIEWED AND APPROVED: 
Mark Norris - General Manager

Attachment: TWSD Ordinance No. TWSD-202 (Adopted 4/22/24)

TRIUNFO WATER & SANITATION DISTRICT
ORDINANCE NO. TWSD-202 (Adopted 4/22/24)
PRETREATMENT PROGRAM FOR THE SEWER SYSTEM
OWNED AND OPERATED BY TRIUNFO WATER & SANITATION DISTRICT

WHEREAS, the Triunfo Water & Sanitation District ("District") is duly organized and established under California Health and Safety Code Section 4700 et seq., known and cited as the "County Sanitation District Act" ("Act"); and

WHEREAS, the District has previously established a pretreatment program to govern the discharge of wastewaters to sewage collection systems; and

WHEREAS, the Tapia Treatment Plant is owned and operated under a Joint Powers Authority between Las Virgenes Municipal Water District (LVMWD) and the District; and

WHEREAS, District staff has updated the pretreatment program incorporating changes to conform with limits adopted by the LVMWD for the Tapia Treatment Plant; and

WHEREAS, this Ordinance No. TWSD-202 ("Ordinance") was available for public inspection and review ten (10) days prior to a public hearing and notice of the public hearing was given in compliance with applicable law; and

WHEREAS, after hearing a staff presentation, considering the testimony received at the public hearing and discussion of the issues, the Board of Directors concludes that the policies and procedures should be adopted in the best interest of the District and those customers served by the District; and

WHEREAS, this action to adopt this Ordinance is a project subject to review under the California Environmental Quality Act ("CEQA") (Public Resource Code Section 21000 et seq.); and

WHEREAS, Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) and Section 15321 (Enforcement Actions by Regulatory Agencies) of the State CEQA Guidelines (Chapter 3 of Division 6 of Title 14 of the California Code of Regulations) provide Categorical Exemptions from CEQA. Section 15308 exempts actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Section 15321 categorically exempts actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency.

NOW, THEREFORE, the Board hereby ordains as follows:

SECTION 1. SHORT TITLE

This Ordinance shall be known as the TWSD Pretreatment Ordinance.

SECTION 2. DEFINITIONS

The following words as used in this Ordinance shall have the meanings set forth below unless otherwise apparent in the context in which they are used:

- a. "Board of Directors" or "Board" means the TWSD Board of Directors.
- b. "District" or "TWSD" means the Triunfo Water & Sanitation District.
- c. "Fats, Oils, and Grease" means Organic compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical testing procedures established in the United States Code of Federal Regulations 40 CFR 136, and may be amended from time to time. Fats, Oils, and Grease may be referred to herein as "Grease" or "Greases".
- d. "Food Service Establishment" means a business that prepares or serves food for consumption by the public. Some examples include but are not limited to restaurants, commercial kitchens, hotels, and schools. These establishments use one or more of the following preparation methods: frying, baking, grilling, sautéing, rotisserie cooking, broiling, boiling, blanching, roasting, toasting, poaching, infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot food product in or on a receptacle that requires washing.
- e. "Grease Interceptor" means a plumbing fixture that is designed to separate and retain waterborne Fats, Oils, and Grease prior to the wastewater entering the sanitary sewer collection and treatment system. These fixtures are significantly larger than Grease Traps and are traditionally installed below grade in outside areas and are built as two or three chamber baffled tanks.
- f. "Grease Trap" means a plumbing fixture that is designed to separate and retain waterborne greases prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. Such traps are typically compact under-the-sink units that are near food preparation areas.
- g. "Industrial Waste" means waste substance, liquid or solid, except domestic sewage and including, but not limited to, radioactive wastes and explosives, noxious, toxic, or corrosive gases or liquids when present in the sewage system.
- h. "Sanitary Sewer" means a sewer to which storm, surface, and ground waters are not intentionally admitted.
- i. "User" means any person who contributes, causes, or permits the discharge of wastewater into sewers within the District boundaries, including persons who contribute wastewater from mobile sources.

SECTION 3. PRETREATMENT PROGRAM

The District maintains a Pretreatment Program to prevent the introduction of pollutants into its sanitary sewer facilities that will interfere with the operation of its collection, treatment and

disposal facilities. All users connected to the District's sanitary sewer will be subject to the conditions of this program.

A. General

No connections shall be made to the sanitary sewer which will admit wastes that do not comply with the discharge and waste requirements of this Ordinance. No person shall knowingly discharge into the sanitary sewer any solids or fluids which will create nuisances, are a menace to public health, or are detrimental to the functioning of the District's collection, treatment and disposal facilities. The District shall be consulted prior to the discharge or deposit of wastes other than those of a sanitary nature derived from the ordinary living processes, or of such character so as to permit satisfactory disposal without special treatment.

B. Prohibited Discharges and Wastes

The following discharges and wastes are prohibited from introduction into the District's sanitary sewer:

1. Brines, including brines produced in the regeneration of water softeners, shall not be discharged into the sewers without a permit from the District.
2. Cooling water shall not be discharged into the sewers.
3. Rainwater, stormwater, groundwater, street drainage, subsurface drainage, yard drainage, and evaporative type air cooler discharge water shall not be discharged into the sewers.
4. Waste from commercial food garbage disposals or food digesters.

C. Discharges Requiring Permits

The following discharges and wastes are prohibited from introduction into the District's sanitary sewer unless the discharger first obtains an Industrial Waste Permit from the District:

1. Cesspool or septic tank pump trucks discharging into District facilities are subject to the limitations contained in such permit. The contents of cesspools or septic tanks located outside the boundaries of the District shall not be accepted for discharge into District facilities.
2. A person discharging, or proposing to discharge industrial wastes to the sanitary sewer shall first obtain a permit from the District.

D. Industrial Waste Limitations

A permit is required to discharge industrial wastes into the District's sanitary sewer system. The following general limitations shall apply to industrial wastes discharged to the District's sewers:

1. Material which will settle out in the sewers, such as sand or metal filings, shall not be discharged to the sewers. Waste waters containing such materials must be passed through sand traps or other suitable structures, properly designed and maintained by the permittee, before discharge to the sewer.

2. Oils and greases shall not be discharged to the sewer system in concentrations greater than 100 mg/L.
3. Unreasonable or unnecessarily large amounts of suspended solids shall not be discharged into the sewer.
4. Pollutants, including oxygen demanding pollutants (BOD etc.) shall not be discharged into the sewer at flow rates or concentrations that will cause interference with the Water Reclamation Facility or enhance the formation of excessive sulfides in the collection system.
5. Wastes of strong odors, such as mercaptans, shall not be discharged into the sewer.
6. Dissolved sulfides in wastes discharged into the sewer shall not exceed a concentration of 0.1 m/L.
7. Acids shall not be discharged into the sewer unless neutralized to a pH value of 6 or above (maximum of 12.5). Highly alkaline wastes will usually be accepted, except where they may cause incrustation of sewers. Nitric acid will require District approval.
8. Pollutants which result in the presence of toxic gases, vapors or fumes in quantities that could endanger worker health and safety in the collection system or Water Reclamation system shall not be discharged.
9. Contaminated cooling water blow down, or bleed, from cooling towers or other evaporative coolers shall not be discharged to the sewer.
10. When cooling is done by using only heat exchange, without utilizing evaporative cooling, the waste water shall not be discharged to the sewer.
11. Industries shall segregate sewage and industrial wastes from roof and yard run-off. Roof and yard run-off shall not be discharged to the sewer.
12. The temperatures of discharges shall not exceed 140 degrees Fahrenheit (60 degrees Celsius). Where the quantity of discharge represents a significant portion of the flow in a particular sewer, it may be necessary to lower the temperature further.
13. Chemical solutions containing nitric acid or salts thereof in concentrations above 5% by weight, and volumes in excess of 300 gallons shall not be discharged into the sewer.
14. Wastes containing boron, fluorides, chlorides and sodium or potassium or other dissolved solids which will cause the effluent of the District's treatment facilities to exceed the requirements of the Regional Water Quality Control Board (RWQCB) shall not be discharged into the District's sewers.
15. Pollutants that could create a fire or explosion hazard in the sewers or treatment facility shall not be discharged into the sewers. This includes, but is not limited to, discharges with a closed cup flash point of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR261.21.

E. Local Limits

The following instantaneous maximum allowable discharge limits will apply to wastewater discharged into the sewer system:

Constituent	Limit (mg/L)
Arsenic (As)	0.05
Beryllium (Be)	0.005
Boron (B)	1.5
Cadmium (Cd)	0.02
Chloride (Cl-)	175
Chromium (Cr)	0.07
Copper (Cu)	0.30
Cyanide (Cn)	0.02
Fluoride (F)	1.2
Lead (Pb)	0.20
Mercury (Hg)	0.002
Nickel (Ni)	0.50
Oil and grease	100
Selenium (Se)	0.02
Silver (Ag)	0.08
Sulfate (SO ₄)	325
Sulfide (H ₂ S)	0.1
Total Dissolved Solids	1000
Zinc (Zn)	0.50
Temperature	140 deg. F

The discharge concentration of any pollutant not specifically listed shall not exceed the Maximum Contaminant Level (MCL) for the pollutant as established by the State Water Resources Control Board for drinking water.

F. National Categorical Pretreatment Standards

Upon promulgation of the Categorical Pre-treatment Standards for a particular industry sub-category, the Federal Standard, if more stringent than the limitations imposed under this Ordinance for sources in that sub-category, shall immediately supersede the limitations imposed under this Ordinance. The District shall notify all effected Users of the applicable requirements under the General Pretreatment Regulations.

G. Pretreatment Compliance Schedule

If additional pretreatment and/or operation and maintenance will be required to meet the Pretreatment Standards, the shortest schedule by which the user will provide such additional pretreatment shall be utilized. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to the schedule:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and

operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, and so forth.

2. No increment referred to in Paragraph 1 shall exceed nine (9) months.
3. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the District including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the District.

H. Reporting Requirements for Permittee

1. Compliance, Date of Report

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a new source, following commencement of the introduction of waste water into the sanitary sewer, any user subject to Pretreatment Standards and Requirements shall submit to the District a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and minimum daily flow for those process units in the user facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the user into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the user, and certified to by a qualified professional.

2. Periodic Compliance Reports

- a. Any user subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a new source, after commencement of the discharge into the sanitary sewer, shall submit to the District during the month of June and December, unless required more frequently in the Pretreatment Standard or by the District, the report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a report of all daily flows which during the reported period exceeded the average daily flow reported in the paragraph above. At the discretion of the District and in consideration of such factors as local high or low flow rates, holidays, budget cycles and so forth, the District may agree to alter the monitoring which the above reports are to be submitted.
- b. The District may impose mass limitations on users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations is appropriate. In such cases, the report required by subparagraph (a) of this paragraph shall indicate the mass of

pollutants regulated by Pretreatment Standards in the effluent by the users. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature and concentration, or production and, where requested by the District, mass of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standards. All analysis shall be performed in accordance with the procedures established by the RWQCB pursuant to Section 304(g) of the Clean Water Act and contained in 40 CFR, Part 136 amendments thereto or with any other test procedures approved by the RWQCB. Samplings shall be performed in accordance with the techniques approved by the RWQCB.

I. Public Notification of Violations

The District shall annually publish, in a daily newspaper of general circulation within the jurisdiction, a list of users which are not in compliance with any Pretreatment Standards or Requirements at least once during the twelve (12) previous months. The notification shall also summarize any enforcement action taken against the user during the same twelve (12) months.

J. State Requirements

State requirements and limitations on discharges apply in any case where they are more stringent than this Ordinance provided such requirements are adopted as set forth herein.

K. More Stringent Limitations

The District may establish more stringent limitations or requirements on discharges to the waste water disposal system if necessary to comply with the objectives as set forth in this Ordinance.

SECTION 4. FATS, OIL AND GREASE CONTROL PROGRAM

The District maintains a Fats, Oils, and Grease (FOG) Control Program to aid in the prevention of sanitary sewer blockages and overflows from food service establishments. All food service establishments connected to the District's sanitary sewer will be subject to the conditions of this program.

A. Food Service Establishment Requirements

All permitted food service establishments discharging wastewater to the District's sanitary sewer collection system are subject to the following requirements:

1. **Permit:** All food service establishments that discharge fats, oils, and greases into the sanitary sewer system must apply and obtain a FOG permit from the District. The fee shall be per the District's fee ordinance or resolution.
2. **Grease Interceptor Requirements:** All permitted food service establishments are required to install, operate, and maintain an approved grease interceptor and must maintain compliance with the objectives of this Ordinance.
3. **Implementation:** New food service establishment facilities are subject to grease interceptor requirements. All facilities must obtain prior approval from the General

Manager (or designee) for grease interceptor sizing prior to submitting plans for a building permit. All grease interceptors shall be readily and easily accessible for cleanings and inspections. Existing food service establishments that the District determines to have a reasonable potential to adversely impact the sewer system will be notified of their obligation to install a grease interceptor within the specified period set forth in the notification letter.

4. **Variance from Grease Interceptor Requirements:** Grease interceptors required under this Ordinance shall be installed unless the District determines that the installation of a grease interceptor would not be feasible and authorizes the installation of an indoor grease trap or other alternative pretreatment technology. The food service establishment bears the burden of demonstrating that the installation of a grease interceptor is not feasible. The District may authorize the installation of an indoor grease trap where the installation of a grease interceptor is not feasible due to space constraints or other considerations. If an establishment believes the installation of a grease interceptor is not feasible due to space constraints, a request for an alternate grease removal device shall contain the following information:
 - a. Location of sewer main and easement in relation to available exterior space outside of the building.
 - b. Existing plumbing at or in a location that uses common plumbing for all services.

Alternative pretreatment technology includes, but is not limited to, devices that are used to trap, separate and hold grease from wastewater and prevent it from being discharged into the sanitary sewer collection system. All alternative pretreatment technology must be appropriately sized and approved by the Ventura County Public Works Director/ City Engineer.

5. **Compliance:** If a grease interceptor does not pass an inspection, the District inspector will notify the designated person that they have seven (7) days to correct any issues. After seven (7) days, the inspector will re-inspect and re-sample the grease management device. If the grease interceptor still does not meet the District's requirements, the facility must take immediate action to comply. Re-inspections will be assessed fees per the District's fee ordinance or resolution.
6. **Used Cooking Oil:** Used cooking oil shall not be disposed of down the drain and into the sanitary sewer system. Used cooking oil shall be collected and stored in containers and placed in a designated area where a recycling company can pick it up.
7. **Best Management Practices (BMPs):** All food service establishments shall implement BMPs into their operations to minimize the discharge of FOG into the District's sanitary sewer.

B. Wastewater Discharge Limitations

Wastewater discharge from grease interceptors, grease traps or alternative pretreatment technology shall not exceed 100 milligrams per liter for oil and grease, as defined by EPA Test Method 1664.

C. Grease Interceptor Requirements

1. Grease interceptor sizing and installation shall conform to the current edition of the California Plumbing Code.
2. Grease interceptors shall be constructed in accordance with the design that has been approved by the District.
3. Grease interceptors shall be installed at a location where it shall be easily accessible for inspection, cleaning, and removal of intercepted grease. The grease interceptor may not be installed in any part of the building where food is handled. The location of the grease interceptor must meet the approval of General Manager (or designee).
4. Grease interceptors shall be completely cleaned out by a professional when the total accumulation of FOG and solids reaches 25% of the hydraulic depth. Grease interceptors should be cleaned out a minimum of every three (3) months. However, some food service establishments may require it more frequently. These devices should also be visually inspected at least once a month. Grease interceptors shall be kept free of solid materials such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc., which could settle into pockets and reducing the effective volume of the device.
5. The food service establishments shall maintain a written record of inspections and maintenance history for two (2) years. All such records will be made available for on-site inspections by District representatives during operating hours.
6. Sanitary wastes and commercial dishwasher discharges are not permitted to connect to lines that lead into the grease interceptor.
7. Access maintenance holes, with a minimum diameter of 24 inches, shall be provided over each grease interceptor chamber and sanitary tee. The access maintenance holes shall extend to finished grade at a minimum and be designed and maintained to prevent water inflow or infiltration. The maintenance holes shall also have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities.
8. Additives that go in or pass through the grease interceptor are strictly prohibited. This includes products that contain solvents, emulsifiers, surfactants, caustics, acids, enzymes, or bacteria.

D. Grease Trap Requirements

1. Upon approval by the District, a grease interceptor complying with the provisions of this section must be installed in the waste line leading from sinks, drains, and other fixtures or equipment in where grease may be introduced into the drainage or sewage system in quantities that can effect line stoppage or hinder sewage treatment or private sewage disposal.
2. Grease traps sizing and installation shall conform to the California Plumbing Code.

3. No grease trap shall be installed which has a stated rate flow of more than fifty-five (55) gallons per minute, nor less than twenty (20) gallons per minute, unless previously approved by the District.
4. Grease traps shall be maintained in efficient operating conditions by periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping or public or private sewer.
5. No food waste disposal unit or dishwasher shall be connected to or discharge into any grease trap.
6. Wastewater in excess of one hundred-forty degrees (140°F/60°C) shall not be discharged into a grease interceptor or grease trap.
7. The FOG inside of a grease trap must not exceed 25% of the hydraulic depth capacity.

SECTION 5. PRETREATMENT FACILITIES AND OPERATION

A wastewater pretreatment device or system may be required by the District to pretreat industrial wastewater flows prior to discharge to the District's sewerage system. Pretreatment may be necessary to restrict or prevent the discharge of certain waste constituents, to distribute more equally over a longer time period any peak discharges of industrial wastewaters, or to accomplish any pretreatment results required by these rules and regulations. Where pretreatment or flow equalization prior to discharge into the District's sewerage system is required, plans, specifications and other pertinent data or information relating to such pretreatment or flow control shall first be submitted to the District for approval. Such approval shall not exempt the discharger of said facilities from compliance with any applicable rule or ordinance of any other governmental authority. Any alterations or additions to such pretreatment facilities shall not be made without due notice to the District for prior review and approval.

Pretreatment facilities as required by the District, shall be maintained in good working order and operated as efficiently as possible at the expense of the discharger, and are subject to the requirement of these rules and regulations and all other applicable codes and laws.

All Federal pretreatment standards applicable to local industry which specify quantities or concentrations of pollutants that may be discharged by a specific industrial subcategory will be enforced by the District as required in the Federal Clean Water Act. All domestic wastewaters including, but not limited to, those from restrooms, showers and drinking fountains shall be kept separate from industrial wastewaters until the industrial wastewaters have passed through any required pretreatment and/or monitoring device or system.

Compliance by existing industrial users with categorical pretreatment standards shall be within three (3) years of the date the standard is promulgated unless a shorter time is specified by the EPA.

SECTION 6. DENTAL RULE

The EPA promulgated pretreatment standards in 2017 to reduce discharges of mercury from dental offices into POTWs. The Dental Office regulation is codified in 40 CFR Part 441 (Dental Rule) and is incorporated herein by reference.

Dental offices discharge mercury that is present in amalgam used for fillings. This discharge is the primary source of mercury into the sewer system. The Dental Rule requires dental offices to use amalgam separators to capture mercury and other metals before they are discharged into the sewer system. Once captured by the separator, the dental amalgam can be recycled.

Pursuant to the Dental Rule, all dental offices located within the District's service area (those that remove amalgam as well as those that do not remove amalgam), shall submit a one-time compliance report to the District.

SECTION 7. PERMIT APPLICATION

The user seeking an industrial wastewater discharge permit or FOG permit shall complete an application form provided by the District. The applicant shall supply the following information:

- 1) Name and address of applicant and Standard Industrial Classification (SIC) number of the operations to be carried out by user.
- 2) The location of the discharge.
- 3) Time and duration of discharge.
- 4) Estimated average and peak flow rates including any expected daily, monthly and seasonal variations.
- 5) Major constituents and characteristics including but not limited to those regulated by these rules and regulations and the applicable categorical standards as determined by a certified analytical laboratory.
- 6) Site plans, floor plans, plumbing plans and details to show all public sewers and appurtenances by size, location and elevation.
- 7) Description of toxic or hazardous materials stored/or used on the premises which are or could be discharged to the District's sewerage system.
- 8) Each product by type and production process.
- 9) Identification of applicable regulating pretreatment standards.
- 10) Number of employees and normal hours of operation of the facility.
- 11) Any other information which may be deemed necessary by the District Manager to evaluate the permit application.

SECTION 8. INDUSTRIAL WASTE AND FOG PERMIT FEES

An annual fee shall be charged for the issuance of an Industrial Waste or FOG Permit. All parcels/businesses requiring an Industrial Waste or FOG permit shall pay to the District the annual permit fee per the District's Ordinance No. TWSD-250 or applicable governing resolution. The FOG Permit fee shall be collected via the County of Ventura's Tax Roll for the associated parcel

(APN). Any additional penalties or fees for the FOG Program shall be billed to the permit holder. Non-payment of penalties and fees shall subsequently be collected from the parcel owner via the Tax Rolls. All fees and penalties for the Industrial Waste permit program shall be collected from the permit holder. Failure to provide payment may result in suspension of the Industrial Waste permit.

The General Manager or designated representative shall be empowered to set forth in the Industrial Waste or FOG Permit, any additional testing, sampling, analysis, flow measures, or other activities as determined at the discretion of the District. Should the District or its agents perform required wastewater sampling, analysis, review, flow measurements or other activities for a discharger in excess of the conditions presented at the time of permit issuance or if such activity is necessary to ensure compliance with the conditions of the permit, said discharger shall be held responsible for all accrued costs.

Fines for violations of the Industrial Waste and FOG Permits, supplemental fees, non-response fees and re-inspection fees will be per Ordinance TWSD-250.

SECTION 9. INSPECTION AND SAMPLING

The District will ensure compliance with the provisions of these rules and regulations, through a program of inspection and sampling, the user's industrial wastewater discharge permit and all applicable Federal and State laws and regulations. The program shall include, but is not limited to, the review of self-monitoring reports, inspections, sampling, flow verification and the retention of all necessary records.

The District shall inspect the facilities of any person to ascertain whether the purpose of these rules and regulations is being met and all prohibitions, limitations and requirements are being complied with. Upon presentation of proper identification, persons or occupants of premises where waste or wastewater is created or discharged will allow inspectors ready access, at all reasonable times, to all parts of the premises for the purposes of inspection, sampling, records examination, evidence gathering or any other activity required in the performance of any of their other duties. In addition, the District may enter the property at any hour under emergency circumstances involving the District's sewerage system. The District, shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations.

During the inspection and compliance-monitoring activities, the inspector shall observe all reasonable security, safety and sanitation measures. In addition, the inspector shall observe precautionary measures specified by the user. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the District will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. No persons shall interfere with, delay, resist, or refuse entrance to an authorized inspector attempting to inspect any raw material, waste or wastewater generation, conveyance, treatment or storage facility.

When obtaining samples, the inspector may allow the user to collect replicate samples for separate analysis. A report listing any deficiencies and/or violations found during the inspection may be prepared by the inspector and shall be kept on file at the District office. A copy of the report shall be provided to user. If corrections are needed, the user shall provide to the District an approved compliance schedule.

SECTION 10. PERMIT VIOLATIONS

When the District determines that a specific condition and/or discharge is in violation of any provision of these rules and regulations or in violation of any permit condition or limitation imposed, the industrial user shall be issued a Notice of Violation. The discharger shall submit the following to the District:

- 1) An explanation as to the cause of the violation.
- 2) A compliance schedule which outlines the methods undertaken to remedy the violation and to assure a repetition of the violation does not occur.

Violation of the Industrial Waste and FOG Permits will be assessed fines per Ordinance TWSD-250.

SECTION 11. SUSPENSION OF PERMIT

The District may suspend a permit if the suspension is necessary to terminate a discharge which is in violation of any provision of these rules and regulations provided that a Notice of Violation has been served on the user and the time designated therein to correct the violation has transpired. The District Manager may suspend a permit, upon informal notice only, if suspension is necessary to terminate a discharge which presents an imminent hazard to the local environment and/or public health, to the District's sewerage system or to District personnel or the termination of which is reasonably required to preserve the public health, safety or welfare.

Any person notified of the suspension of the industrial wastewater discharge permit shall immediately stop or eliminate the discharge of the specified wastewater or other material into the District's sewerage system. In the event of a failure of the person to comply voluntarily with the suspension order, the District shall take such steps as deemed necessary, including, but not limited to, immediate severance of the sewer connection, to prevent or minimize damage to the District's sewerage system or endangerment of any individuals.

The District shall reinstate a permit suspended hereunder upon proof of the user's compliance with the Notice of Violation and with the requirements of these rules and regulations. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the District within fifteen (15) days of the date of occurrence.

SECTION 12. SEVERABILITY

This Ordinance, except for those portions that are found to be invalid, would remain in full force and effect and continue to be valid. The Board of Directors hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 13. REPEAL OF PRIOR INCONSISTENT ORDINANCES

Any prior ordinances or portions of ordinances previously adopted by the District Board of

Directors that are in conflict with this Ordinance, are repealed as of the Effective Date of this Ordinance. This includes the Rules & Regulations of the Triunfo County Sanitation District for the Sewage Collection System (adopted 4/24/89), Resolution No. T95-1 - Revising Rules & Regulations for Sewage Discharge to the Triunfo Sanitation District Collection System (adopted 6/26/95) and TWSD-202 (adopted 6/28/21).

SECTION 14. EFFECTIVE DATE

This Ordinance shall become effective July 1, 2024.

PASSED, APPROVED AND ADOPTED this 22nd day of April 2024 by the following vote:

AYES:

NOES:

ABSENT:

TRIUNFO WATER & SANITATION DISTRICT

James Wall, Chair

ATTESTED:

Fidela Garcia, Clerk of the Board

APPROVED AS TO FORM:

Dennis McNulty, General Counsel



Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Carl Jarecky, Director

Jane Nye, Director

Leon Shapiro, Director

Providing Outstanding Service Since 1963

April 22, 2024

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

MAINLINE EXTENSION AGREEMENT (T24-002) MR. YONI SHALEV, BELL CANYON, CALIFORNIA

Summary

Mr. Yani Shalev owns a residential parcel in Bell Canyon located at 347 Bell Canyon Road. Mr. Shalev would like to build a home on this property and therefore is required to connect to the Triunfo Water & Sanitation District's (District) gravity sewer system in Bell Canyon. In order to connect to the District's system, Mr. Shalev must: 1) extend the existing sewer main in Bell Canyon Road, 2) enter into a Mainline Extension Agreement with the District, and 3) comply with all provisions contained therein.

Background

Several months ago, Mr. Shalev approached staff stating that he would like to develop his parcel and initiate the process to connect to the District's wastewater conveyance system. In order to connect his property to said system, he is required to extend the main line and pay for all associated construction costs. The work for the extension includes approximately 130' of 8" sewer mainline and a 20' lateral. Subsequently, staff informed Mr. Shalev of the various required fees (connection, inspection, etc.) and that the approval of an extension agreement that would be necessary in order to receive a conditional sewer service Will Serve Letter. In accordance with the District's Mainline Extension Policy, staff has updated the standard agreement for mainline dedication and received a signed copy from Mr. Shalev, thereby confirming his agreement to the terms.

It is recommended that the Board review and approve the mainline extension and authorize the Chair to sign the Mainline Extension Agreement that staff has updated with District Legal Counsel.

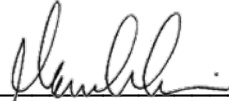
Please contact me at 805-658-4621 or email marknorris@triunfowd.com if you have any questions or need additional information.

Fiscal Impact

There is no negative fiscal impact to the District as all costs associated with this project will be paid by Mr. Shalev.

Recommendation

It is recommended that the Board authorize the Chair to sign the Mainline Extension Agreement No. T24-002 for Wastewater Collection and Treatment Services between Triunfo Water & Sanitation District and Mr. Yoni Shalev to approve the extension of the wastewater collection system at 347 Bell Canyon Road, Bell Canyon.

REVIEWED AND APPROVED: 
Mark Norris, General Manager

Attachment: TWSD Agreement No. T24-002

TRIUNFO WATER & SANITATION DISTRICT

MAINLINE EXTENSION AGREEMENT NO. T24-002

AN AGREEMENT FOR MAINLINE EXTENSION AND WASTEWATER COLLECTION AND TREATMENT SERVICES

THIS AGREEMENT is made by and between TRIUNFO WATER & SANITATION DISTRICT, a sanitation district organized under the provisions of the Health & Safety Code of the State of California ("District"), and YONI SHALEV, owner of certain real property located in Bell Canyon, California (collectively referred to hereafter as "Owner").

RECITALS

- A. Owner owns the parcel of land as designated on Exhibit "A" attached hereto and incorporated herein ("Real Property").
- B. Owner desires to provide for the means by which District will provide wastewater collection and treatment service to the Real Property.
- C. The primary purposes of this Agreement are as follows: (1) to establish the conditions that Owner must satisfy prior to the District providing wastewater collection and treatment service to the Real Property; and (2) the conditions of District's acceptance of the wastewater collection improvements to be constructed by Owner and offered for dedication to District.

AGREEMENT

In consideration of the terms, conditions and mutual covenants contained herein, the parties agree as follows:

1. **Immediate Fees and Charges.** Prior to District's issuing a conditional will serve letter as set forth in Section 18a., Owner will pay the District the total amount calculated by the District for immediate costs related to engineering and legal review, inspection, clerical support, plan checking, accounting and miscellaneous services in connection with the implementation of this Agreement, plus any other applicable District fees and charges. Owner's payment to District pursuant to this provision shall not relieve Owner of responsibility for any other applicable District fees and charges related to this Agreement.

2. **Collection System Plan.**

- a. Owner will supply District with a complete plan, including a map, showing the location of all streets, lots, buildings and other details of the area, including any contour lines that may be necessary in order to make possible a design of a complete sewer collection system. The map will contain a proposed layout for the proposed wastewater collection system, including the location of all main sewer lines, manholes, cleanouts and other appurtenances, and the location of the place

where it is proposed to make a connection to District's sewer. The plan will include all improvements necessary to provide a complete wastewater collection system to serve the Real Property and will provide for connection to the main sewer by a building sewer, side sewer, lateral sewer and/or building connection sewer with all necessary lines and appurtenances, including but not limited to, where necessary, any other facilities necessary to provide a complete wastewater collection system for the Real Property ("System"). The System plan shall be in compliance with all ordinances, rules and regulations duly adopted by District, other applicable local, state and federal law and any other standards or specifications which may be required by the District's General Manager.

- b. The District's will make such revisions in the proposed plan as it deems necessary and will return the plan with these revisions marked thereon to Owner. Owner will then cause the System to be designed in conformity with the plans as revised by District. A copy of the complete plan of design, including all necessary specifications for the System, certified by a civil engineer registered in the State of California, to be in compliance with standards established by the District for such purposes, will then be submitted to the District for approval. Upon determination by the District that the plans are in accordance with all regulations, standards and specifications of the District and properly certified, the plans will be approved by the District General Manager and a copy of the approved plans will then be returned to Owner. Owner will indemnify, defend and hold District harmless for any liability arising from any deficiency in the design, plans or specifications.

3. **Private and Public System.** For purposes of this Agreement, the portion of the System connecting the Real Property to the main sewer line, including, without limitation, building sewer, side sewer, lateral sewer and/or building connection sewer with all necessary lines and appurtenances, may be referred to as the "Private System"; and any portion of the System other than the Private System may be referred to as the "Public System."

4. **System Cost Estimate.** Owner will also cause a registered civil engineer, licensed in the State of California, or designee, to furnish District in writing that they have determined the estimated cost of constructing the System in accordance with the approved plans and specifications, the amount of such cost, and that this determination is based upon accepted current building costs for the area ("Cost Estimate"). The costs will be subject to review and revision by District's General Manager.

5. **Construction Work.**

- a. After approval of the design plans for the System and after delivery of the Cost Estimate, Owner will, at Owner's own expense, cause the System to be built and installed in full compliance with the plans and specifications approved by the District. Owner will perform all of its obligations hereunder and will conduct all operations with respect to the construction of the System in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their best efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Owner will employ at all times contractors and consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, construction and installation of the System.

- b. All work done on the System will be subject to inspection by District, the County of Ventura and the State of California and subject to approval of District, the County of Ventura, and the State of California, and is to fully comply with the plans and specifications approved by District, and if necessary, the County of Ventura and the State of California. If any changes in plans or specifications are made, they are to be made only after advance approval by District; and Owner at Owner's expense, will furnish District with a revision of plans showing such modification. Owner will promptly remove and replace any portion of the work, as required by the District, as a result of District review or inspection.
- c. Upon execution of this Agreement, Owner will promptly commence and diligently prosecute work on the System in accordance with the terms of this Agreement. Owner will complete all work on the System within 180 calendar days from the date of this Agreement. However, upon written application of Owner stating the facts which it relies upon to justify an extension of time, District may, in its discretion, grant an extension of time for a definite period of time up to 180 calendar days. Owner may apply for additional extensions of time and the District may, in its discretion, grant the same pursuant to the foregoing procedure. District shall not act unreasonably or arbitrarily in denying the grant of any extension of time and shall reasonably consider any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of Owner. The System will not be deemed completed until the date on which District has provided Owner with its written acceptance of the System ("Completion Date").

6. Insurance.

- a. Owner will require any contractor providing work on the System to purchase and maintain in effect during the duration of the work, workers' compensation and employer's liability, comprehensive general liability, and builder's risk insurance with Owner's equipment and installation endorsements, with Owner and District named thereon as an additional insureds. The comprehensive general liability insurance shall include the following coverages: premises - operations (including explosion, collapse and underground coverage), independent contractors, completed operations and blanket contractual liability on all written contracts, all encompassing broad form property damage coverage. The comprehensive general liability insurance described in this Section shall be written for not less than One Million Dollars (\$1,000,000) combined single limits liability coverage.
- b. Owner will deliver to District certificates as to each such insurance policy prior to the commencement of any work on the System by a contractor, evidencing the existence thereof. Said certificate shall be furnished in a form acceptable to the District and shall include a Certificate of Endorsement naming District and Owner as additional insureds. Failure of District to demand delivery of such certificates will not relieve Owner of any obligation under this Section. In the event any such insurance policy is canceled or terminated for any reason during the term of this Agreement, District may, at its sole option and discretion, acquire such replacement, substitute or additional insurance policies as it may

deem necessary to provide the necessary insurance coverage contemplated hereunder and Owner agrees to forthwith reimburse District for the cost of procuring and maintaining any such insurance policies.

7. Rights of Way.

- a. In the event that any portion of the Public System does not lie within the public streets, Owner hereby agrees, to provide District with all necessary easements for access to and maintenance of the Public System. Such easements shall be centered on the as-built location of the new sewer line and, when between lots, shall be not less than twelve (12) feet in width unless a lesser width is approved in writing by the District. The easement to be executed by Owner shall be in the form acceptable to the District.
- b. If any portion of the Public System will be located on the property of a third party, prior to the commencement of work, such third party shall provide District with an Irrevocable Offer of Dedication under which the third party agrees to grant District all necessary easements for access to and maintenance of the Public System. Such easements shall be centered on the as-built location of the new sewer line and, when between lots, shall be not less than twelve (12) feet in width unless a lesser width is approved in writing by the District. The Irrevocable Offer of Dedication shall be in the form acceptable to the District.
- c. District will not record any easement specified in Section 7.a. and 7.b. easements in its name, nor will District be deemed to have accepted such easements until after the Completion Date. All costs of acquiring the easements specified in Section 7.a. and 7.b., including the cost of purchase and any legal, appraisal, surveying or other costs arising directly or indirectly out of the securing of the easements, shall be paid by Owner. Owner will defend, hold harmless and indemnify District from any action or liability arising from the use, assertion of right over, or dispute regarding any right of way or easement related to or arising from the construction, maintenance, operations, or abandonment of the System constructed by Owner or Owner's contractors or agents .
- d. Owner shall obtain, at Owner's sole cost and expense, all easements and necessary local, state and federal permits and entitlements to construct the System, including, without limitation, encroachment permits. To the extent that District is entitled to lay sewer lines in the public streets, District will make available to Owner such rights, provided that in District's opinion the facilities to be provided by Owner will be suitably located if placed in such streets. If it becomes necessary to acquire easements through the use of eminent domain, District will cooperate with Owner in the acquisition of any such easements, provided however, that it is in the best interest of the District, and the Owner first deposits with District an amount of money deemed by District to be adequate to cover its expenses in connection therewith, including but not limited to legal, engineering appraising and court costs. In the event that the actual cost of securing the easement by eminent domain is less than the amount so deposited, the surplus will be refunded; but if the actual cost exceeds or appears likely to exceed the amount so deposited, Owner will within

five (5) days of demand from time to time made by District deposit such additional amount or amounts as may be necessary to cover such expenses.

8. Dedication Documents.

- a. Prior to the Completion Date, Owner shall execute and deliver to District an Irrevocable Offer of Dedication providing an irrevocable offer to dedicate to District the Public System. The Irrevocable Offer of Dedication shall be in a form acceptable to the District, and adequate to convey acceptable title and interest in the Public System. Acceptable title means title to land or interest therein, in form acceptable to District, which title or interest is free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by District as not interfering with the actual or intended use of the land or interest therein.
- b. District will accept the Owner's Irrevocable Offer of Dedication, provided the entire System has been constructed in full compliance with the terms and conditions set forth in this Agreement, including, without limitation, the following: (1) all contractors and material suppliers have been fully paid by Owner; (2) all necessary easements have been irrevocably offered for dedication to District; (3) Owner provides District with one electronic copy of "As Built"; and (4) all payments and other obligations required of Owner under this Agreement have been satisfied. The Public System will, upon acceptance thereof by District, become the sole property of District. All other portions of the System, including, without limitation, lateral lines (including the wye) and improvements located outside any public right of way or District easement (i.e., the Private System) shall remain the sole property of Owner. Owner and its successors-in-interest shall be solely responsible for the repair and maintenance of Private System in accordance with District regulations and other applicable law.

9. Inspection Charges. Owner agrees to pay District for all inspection time at the current rate fixed by the District for Inspectors, including applicable overtime, weekend and holiday rates. Owner agrees to pay all inspection charges in excess of any initial deposit for inspection made under Section 1. promptly upon submission of claim by District.

10. Security.

- a. Owner will submit an acceptable form of security for the work to be performed under this Agreement to construct the System ("Improvement Security"). Any letter of credit, bond or other District approved security instrument will be in a form approved by the District and pledge that the funds necessary to carry out the Agreement are on deposit and guaranteed for payment to the District.
- b. If the security is provided by a letter of credit, the letter will be from one or more financial institutions subject to regulation by the state or federal government. If the security is provided by a bond, the bond will be from a bonding company licensed to do business in the State of California, and in an amount equal to two hundred percent (200%) of the Cost Estimate. The District may allow the bonding to be undertaken in segments

- c. If the improvement security is in some form other than bonds, the total amount of such security for both faithful performance, and for laborers and materialmen, will be in an amount equal to one hundred and fifty percent of the Cost Estimate, and at the option of the General Manager, any fraction of the total amount of such security may be applied to secure faithful performance and the balance may be applied to secure laborers and materialmen.
- d. The letter of credit, bond or other approved instrument will be forfeited to the District if Owner does not completely comply with its obligations under this Agreement within the time provided by the Agreement.

11. Guarantee.

- a. All improvements required under this Agreement will be guaranteed by the Owner for a period of one (1) year following the Completion Date. The guarantee will extend only to such replacement and/or repair as may be required during the guarantee period in excess of routine maintenance for ordinary wear and tear. Owner agrees at its sole expense to repair or replace any portion of the work found to be defective by the District, in the period of one year following the Completion Date; provided that in case of emergency, District may make any necessary repairs or replacements and Owner will promptly reimburse District for the cost thereof.
- b. A guarantee security, guaranteeing such replacement and/or repair in an amount of at least ten percent (10%) of the Cost Estimate will be posted prior to exoneration of any Improvement Security ("Guarantee Security"). The amount of the Guarantee Security in no way limits the Owner's guarantee as required by this section. The replacement and/or repair will be completed promptly following notification by the District of the need for such work.

12. Risk of Loss. Neither the District, nor any of its board members, officers or employees, will be liable or responsible to Owner and/or anyone else, for any accident, loss or damage, happening or occurrence to the improvements specified in this Agreement prior to the Completion Date. The entire risk of loss relative to said improvements will be with Owner during the period of construction thereof and until the Completion Date.

13. Owner's Liability. In the event that Owner fails to perform any obligation hereunder, Owner agrees to pay all costs and expenses incurred by District in securing performance of such obligations, including cost of suit and reasonable attorney's fees.

14. No Agency. Owner shall be solely responsible for undertaking and directing the construction work contemplated by this Agreement. District shall have no right to direct or control the details, manner or means by which contractor completes the construction work. District shall only inspect the System to ensure the improvements satisfy District's specifications. District's inspection rights shall not impose upon District any duty to identify problems or potential problems with the work or construction safety measures, it being understood that Owner and/or its contractors have sole control of the property utilized for the installation of the System. Owner shall rely solely on its employees, agents and contractors with respect to the quality and completeness of the work on the System and construction safety measures. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of District in connection with the performance of Owner's obligations under this Agreement.

15. Assignment. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement will not be assigned by the Owner, without the prior written consent of District, which consent will not be unreasonably withheld or delayed. In connection with any such consent District may condition its consent upon the acceptability of the relevant experience and financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Owner hereunder, and/or upon any other factor which District deems relevant in the circumstances. In any event, any such assignment will be in writing, will clearly identify the scope of the rights and/or obligations assigned, will not be effective until approved in writing.

16. Indemnification. Owner shall defend (by legal counsel acceptable to District), indemnify and hold harmless District, its officers, directors, employees, agents, and each of their respective successors and assigns, from and against any and all direct and indirect, known and unknown, obligations, liabilities, judgments, claims, demands, losses (including consequential losses), costs, expenses and fees (including reasonable attorneys' fees and costs of defense), of whatsoever kind or nature relating to or arising out of the construction, maintenance, operations or abandonment of the System by Owner or Owner's contractors or agents, Owner's right to reimbursement under this Agreement, or failure by Owner or Owner's contractors or agents to comply with applicable local, state and federal laws, including, without limitation, prevailing wage laws as set forth in California Labor Code sections 1720, et seq., and 1770, et seq., and Title 8, Section 16000, et seq., of the California Code of Regulations. District may, at its sole discretion, participate in said defense, but such participation shall not relieve Owner of its obligations under this Agreement, and Owner shall reimburse District for the reasonable legal fees incurred by District in such defense.

17. Default.

- a. If Owner refuses or fails to prosecute the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Owner should be adjudged bankrupt, or if Owner should make a general assignment for the benefit of the Owner's creditors, or if a receiver should be appointed in the event of Owner's insolvency, or if Owner, or any of Owner's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, or if Owner shall fail to pay subcontractors, laborers, employees or materialmen for labor or materials supplied to the project, District may serve written notice upon Owner and Owner's surety of breach of this Agreement, or of any portion thereof, and the default of Owner.
- b. In the event notice of Owner's breach is served pursuant to Section 17.a., Owner's surety will have the duty to take over and complete the work and the improvements herein specified. Notwithstanding the foregoing, if Owner's surety, within five (5) days after such notice of breach is served upon it, fails to give District written notice of its intention to take over the performance of the Agreement or does not commence performance thereof within twenty (20) days after notice to District of such intention, District may, by contract or by any other method District may deem advisable, perform the work and prosecute the same to completion for the account of, and at the sole expense of, Owner. In the event District elects to perform the work pursuant to this Section, Owner and Owner's surety will be liable to District for all costs or damages suffered

by District. In such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, equipment and other property belonging to Owner as may be on the work site and necessary therefore. The rights of District provided in this section are in addition to and cumulative to any and all other rights of District as provided by law and any election by District to proceed as stated in this paragraph, and will not be construed as being in lieu of any other such rights provided by law.

18. Conditional Will Serve Letter: Provision of Service.

a. Upon full execution of this Agreement, the District will issue a conditional will serve letter to Owner indicating that District has available capacity for wastewater collection and treatment services for the Real Property served by the System, and will provide those services to Owner if all terms and conditions for service set forth in this Agreement, and applicable local, state and federal law, have been fully satisfied, including, without limitation, the following:

- (1) The System has been completed in full compliance with this Agreement; and,
- (2) Owner has posted the Guarantee Security and has made all payments required to be made under this Agreement.

b. Upon Owner's satisfaction of all terms and conditions for service set forth in this Agreement as well as applicable local, state and federal law, District will: (1) provide wastewater collection and treatment services to the Real Property in accordance with District's rules and regulations and other applicable law; and, (2) exonerate the letter of credit, bond or other approved security instrument provided by Owner pursuant to Section 10. District's provision of service as set forth herein is subject to and contingent upon Owner's payment of all applicable service charges and other fees as may be imposed by District in accordance with the requirements of law.

19. Waiver of Reimbursement. All costs for construction of the System shall be borne solely by Owner. Owner hereby waives any right to reimbursement of said costs, in whole or in part, by or through the District.

20. Prevailing Wage Requirement. Owner is aware that requirements of the California Labor Code sections 1720, et seq., and 1770, et seq., and of Title 8, Section 16000, et seq., of the California Code of Regulations (collectively, "Prevailing Wage Laws") may require that the prevailing rate of per diem wages be paid to workers employed to execute the work contemplated under this Agreement.

21. Notice. Unless otherwise provided, all notices herein required will be in writing and delivered in person or sent by U.S. mail, postage prepaid at the addresses set forth below. Any party may change the specified addresses by notice in writing to the other party.

Triunfo Water & Sanitation District
c/o General Manager
370 N. Westlake Blvd., Suite 100
Westlake Village, CA 91362

Yoni Shalev
5101 Catalon Ave
Woodland Hills, CA 91364

Any party may change the above address by notice, in writing, to the other party and, thereafter, notices will be addressed and transmitted to the new address.

22. No Waiver. No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default by the other party, or of any rights or remedies otherwise applicable. No such delay shall deprive either party of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement.

23. No Inducement. Each party acknowledges to the other that no one (including, without limitation, any party, or any agent of attorney of any party) has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, or warranty not contained herein.

24. Attorney's Fees. In the event that any dispute between the parties arising under this Agreement results in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses (including attorney's fees) incurred in such action.

25. Further Assurances. The parties shall take such further actions and execute such further documents as shall be reasonable be necessary to effect the transactions contemplated under this Agreement.

26. Severability. If any section, subsection, clause, sentence, phrase, or provision of this Agreement is held invalid or unconstitutional by any court of competent jurisdiction, the invalidity thereof shall not affect the validity of the remaining portions of this Agreement.

27. Construction. The Parties have each carefully reviewed this Agreement, and have agreed to each term of the Agreement. No ambiguity shall be presumed to be construed against any Party.

28. Captions. The captions of the Sections of the Agreement are for convenience and reference only. They shall not be construed to define or limit the provisions to which they relate.

29. Terms. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

30. Incorporation of Recitals. The foregoing recitals are incorporated herein as though fully set forth.

31. California Law. This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this

Agreement be commenced within California, venue for such litigation shall be in a court of competent jurisdiction in the County of Ventura.

32. Successors In Interest. This Agreement shall be binding upon and shall inure to the benefit of all agents, executors, administrators, personal representatives and other successors in interest of the parties herein.

33. Authority. Each person executing this Agreement warrants and represents to the other party that it has the authority to execute this Agreement, that it has read and fully understands this Agreement, and that it is entering into this Agreement freely and voluntarily.

34. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original.

35. Effective Date. This Agreement shall become effective upon the date of the last Party's execution.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

TRIUNFO WATER & SANITATION DISTRICT:

Date: _____

By: _____
JAMES WALL, CHAIR
Board of Directors

APPROVED AS TO FORM:

ARNOLD, BLEUEL, LAROCHELLE, MATHEWS &
ZIRBEL, LLP

Date: _____

By: _____
DENNIS McNULTY
Legal Counsel for DISTRICT

Date: _____

YONI SHALEV
Owner:

ATTEST:

Date: _____

By: _____
FIDELA GARCIA
Clerk of the Board

EXHIBIT "A"

APN 850-0-041-105

Property located at 347 Bell Canyon Road, Bell Canyon, California and legally described as:

LOT 588, TRACT NO. 2008-5, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE(S) 66 TO 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT MINERALS, INCLUDING, BUT NOT LIMITED TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING UNDER A PLANE 500 FEET BELOW THE SURFACE OF SAID PROPERTY, WITHOUT, HOWEVER, THE RIGHT OF ENTRY TO THE SURFACE OF SAID PROPERTY TO ANY PLAN THEREOF LYING ABOVE SAID PLANE.

EXHIBIT "B"

Plans and Specifications

EXHIBIT "C"

Cost Estimate

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Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Carl Jarecky, Director

Jane Nye, Director

Leon Shapiro, Director

Providing Outstanding Service Since 1963

April 22, 2024

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

APPROVAL OF TRANSFER OF OWNERSHIP AND AGREEMENT TO MAINTAIN THE REGENCY HILLS RECYCLED WATER BOOSTER PUMP STATION, TWSD CONTRACT NO. T24-003

Summary

The Triunfo Water & Sanitation District (Triunfo) provides the Regency Hills community in Oak Park with recycled water for irrigation of landscaped slopes and common areas throughout their community. Due to the elevation of the Regency Hills community, the water pressure must be boosted above the normal operating pressure for the rest of Triunfo's recycled water system in order to serve their community.

In June of 2000, the Regency Hills Neighborhood Homeowners Association (HOA) granted an easement to Triunfo to construct a small booster pump station near the intersection of Deerhill Road and Deerbrook Road. For over 20 years, the booster pump station was operated and maintained by Ventura Regional Sanitation District staff on behalf of Triunfo. Triunfo staff recently took over operation and maintenance of the booster pump station as part of Triunfo's transition to bring all services in-house.

With the transition to assuming all operational responsibility for Triunfo facilities, it has come to staff's attention that Triunfo had been covering all maintenance and operational costs for the booster pump station, likely since the booster pump station was constructed. The booster pump station serves only the Regency Hills community and, as such, the cost for the booster pump station should be borne exclusively by the Regency Hills community. Staff has discussed this issue with both the HOA Board and its management company and communicated that the arrangement needed to be modified to transfer the operational and financial responsibility for the booster pump station to the HOA.

The HOA assumed responsibility for the electrical service for the booster pump station, effective January 2, 2024, and requested that Triunfo provide ongoing maintenance of the pump station at the HOA's cost. Staff has prepared the attached agreement between Triunfo and the HOA in consultation with legal counsel to provide this service. Staff has

also prepared the attached Quitclaim Deed to vacate the easement granted to Triunfo for the booster pump station.

Fiscal Impact

The attached agreement includes up to \$9,494 in revenue per year to cover all Triunfo expenses to provide ongoing preventative maintenance of the Regency Hills booster pump station.

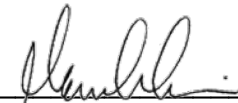
Recommendation

It is recommended the Board:

- A. Authorize the General Manager to sign and record the Quitclaim Deed for the easement originally granted to Triunfo for the Regency Hills booster pump station; and
- B. Authorize the Chair to sign TWSD Contract No. T24-003 to provide maintenance services to Regency Hills Neighborhood Homeowners Association for the Regency Hills booster pump station; or
- C. Provide staff with direction.

DAVE RYDMAN, OPERATIONS MANAGER

REVIEWED AND APPROVED



Mark Norris - General Manager

Attachments: TWSD - Regency Hills HOA Quitclaim Deed
TWSD Contract No. T24-003

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Triunfo Sanitation District
Attn: Mark Norris, General Manager
370 N. Westlake Blvd, Suite 100
Westlake Village, California 91362

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

QUITCLAIM DEED

Recorded at no fee pursuant to Government Code Section 27383.

The undersigned grantor declares:

Documentary transfer tax is \$ -0-

Conveyance of easement of no apparent value.

No other consideration received by any party.

For valuable consideration, receipt of which is hereby acknowledged, TRIUNFO WATER & SANITATION DISTRICT, a county sanitation district formed pursuant to California Health & Safety Code Section 4700, et. Seq., ("Grantor")

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

REGENCY HILLS NEIGHBORHOOD HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation,

all of its right, title and interest in and to the real property in the County of Ventura, State of California, described in the legal description, attached hereto as Exhibit "A" and incorporated herein by this reference, including all structures, fixtures and other improvements of every kind and description affixed to or located in, on, over, or under said property, excluding Grantor's water meter.

This Quitclaim Deed is given only and specifically to release the easement granted by that certain Easement Agreement between Grantor and Pardee Construction Company dated June 22, 2000, and recorded on August 18, 2000, as Instrument No. 2000-0133989 in the Official Records of Ventura County, California ("Easement Agreement").

Dated: _____, 2024

TRIUNFO WATER & SANITATION DISTRICT,
A County Sanitation District

By: _____

Mark Norris, General Manager

SEND TAX STATEMENTS TO:
(No tax on nonexclusive easement)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____, 2024, before me, _____, Notary Public, personally appeared Mark Norris, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

EXHIBIT A

This page is intentionally blank.

EXHIBIT "A"
LEGAL DESCRIPTION
WATER FACILITY EASEMENT

That portion of Lot SS per Tract 4517-4 as recorded in Book 134, Pages 15 through 24 of Miscellaneous Records (Maps) in the office of the Ventura County Recorder of said County, described as follows:

Beginning at the northwesterly terminus of that certain course shown as "N 22°40'14" West 14.43 feet" on the westerly side of said Lot SS and the easterly right-of-way of Deerhill Road, thence, northerly along said right-of-way North 08°38'04" West 19.35 feet to the **TRUE POINT of BEGINNING**;

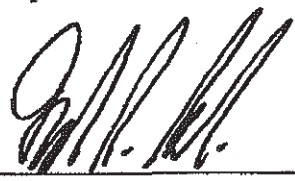
- 1st Thence, continuing along said right-of-way North 08°38'04" West 52.41 feet to the beginning of a tangent curve concave easterly having a radius of 593.50 feet;
- 2nd Thence, through a central angle of 00°20'47" an arc distance of 3.59 feet to a point, from which a radial line bears North 81°42'43" East;
- 3rd Thence, North 81°21'55" East 25.31 feet;
- 4th Thence, South 08°38'04" East 56.00 feet;
- 5th Thence, South 81°21'55" West 25.32 feet more or less to the **TRUE POINT of BEGINNING**.

CONTAINING: 1,418 square feet, more or less.

SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.

EXHIBIT "B": Attached and by this reference made a part hereof.




3-29-2000
Frank J. Sobecki Date
PLS 5975 Exp. 12/31/00

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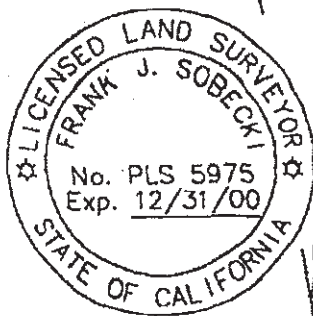
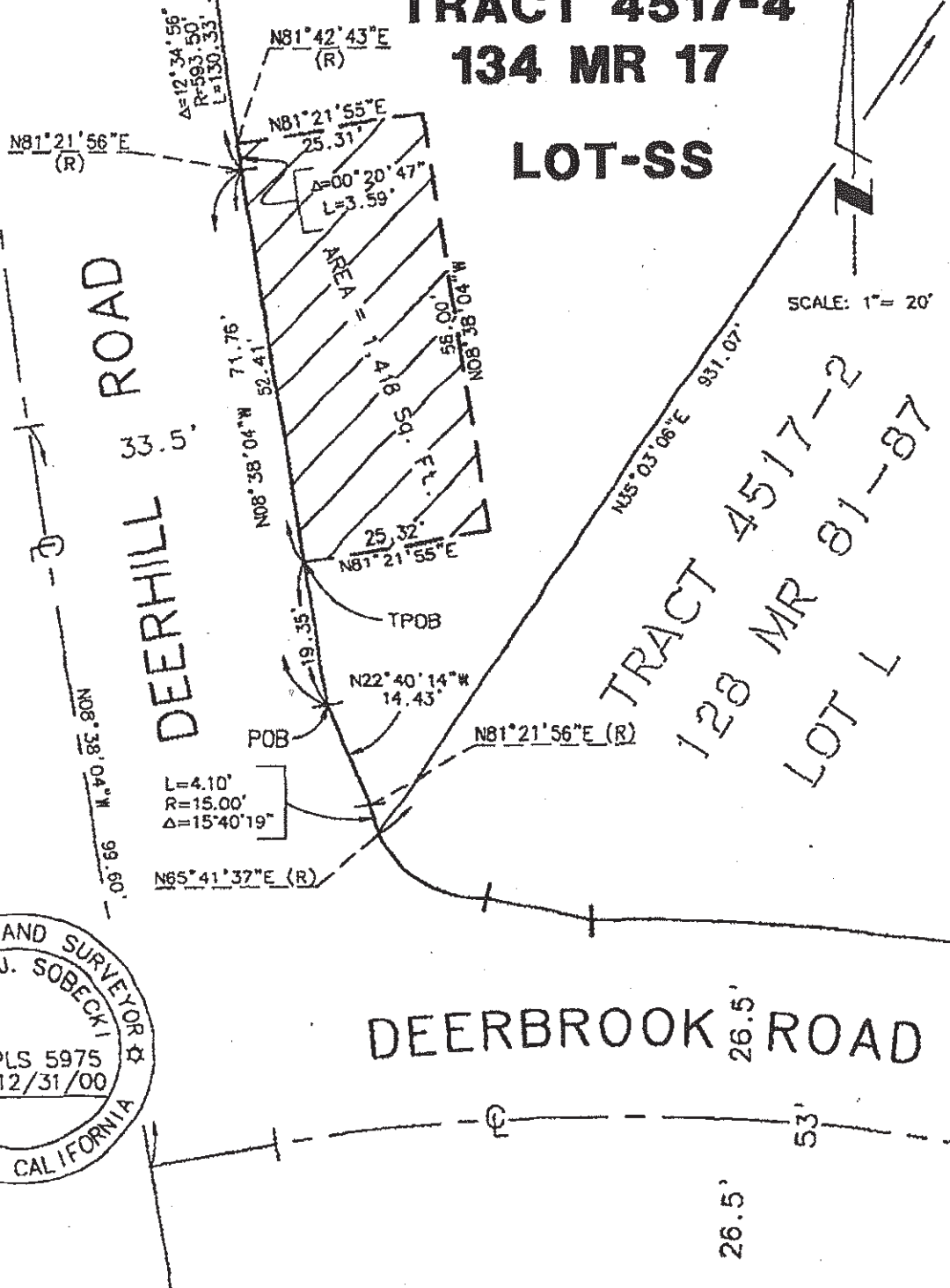
Page 1 of 1

EXHIBIT "B"

TRACT 4517-4 134 MR 17

LOT-SS

SCALE: 1" = 20'



DEERBROOK ROAD



Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
4880 SANTA ROSA ROAD, STE. 170, CAMARILLO, CA 93012
(805) 383-3375 • FAX (805) 383-3371

DRAWN BY: CRY

DATE: 3/29/00

WATER FACILITY EASEMENT
WITHIN LOT SS, TRACT 4517-4
PER 134 MR 17

FILE:

SHT 1 OF 1

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**TRIUNFO WATER & SANITATION DISTRICT
CLIENT CONTRACT NO. T24-003**

**AGREEMENT FOR
RECYCLED WATER BOOSTER PUMP STATION MAINTENANCE BY AND
BETWEEN
TRIUNFO WATER & SANITATION DISTRICT
AND
REGENCY HILLS NEIGHBORHOOD HOMEOWNERS ASSOCIATION**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2024, by and between TRIUNFO WATER & SANITATION DISTRICT, hereinafter ("TRIUNFO"), and the REGENCY HILLS NEIGHBORHOOD HOMEOWNERS ASSOCIATION hereinafter ("REGENCY"). Together, TRIUNFO and REGENCY shall be referred to herein as Parties.

R E C I T A L S

- A. REGENCY is a California non-profit, mutual benefit, common interest development corporation. It governs and administers the CC&Rs (recorded as Instrument No. 97-074688 on June 17, 1997 in the Official Records of the County of Ventura) and any amendments thereto, affecting those certain properties located in the neighborhood known as Regency Hills ("Regency Hills Properties").
- B. TRIUNFO provides the Regency Hills Properties with recycled irrigation water. The recycled irrigation water is transported through the Regency Hills Properties through various pipelines, valves, meters and appurtenant structures all of which are located within the Regency Hills Properties ("Recycled Water System"). The Recycled Water System exclusively serves the Regency Hills Properties.
- C. Within the Regency Hills Properties, REGENCY owns Lot SS per Tract 4517-4 as recorded in Book 134, pages 15-24 of Miscellaneous Records (Maps) in the office of the Ventura County Recorder ("HOA Property"). A booster pump station is located on the HOA Property ("Pump Station"). The Pump Station comprises part of the Recycled Water System and serves only to provide recycled water at a sufficient pressure to the Regency Hills Properties.
- D. On June 22, 2000, REGENCY granted TRIUNFO an easement to operate, maintain, and repair the Pump Station recorded in the Official Records of the Ventura County Recorder on August 18, 2000 as Document No. 2000-0133989 ("Easement").
- E. Concurrently herewith TRIUNFO has executed a Quitclaim Deed to the Easement relinquishing its possessory interest in the real property and improvements described therein. The parties intend to record the Quitclaim Deed promptly after the execution of this Agreement.
- F. REGENCY desires to assume ownership and operational responsibility for the Pump Station and enter into an agreement with TRIUNFO to provide ongoing maintenance services for the Pump Station to achieve efficient and reliable service.

- G. TRIUNFO has the authority, pursuant to Health & Safety Code Section 4700 et seq. and Public Contract Code §20782, and capability to provide the requested Services to REGENCY and is willing to perform such services for REGENCY.
- H. The Parties desire and intend that this Agreement shall define the maintenance obligations of both Parties and their respective successors.

NOW, THEREFORE, based upon the recitals above and valuable consideration, the mutual covenants, and promises set forth below, the Parties do hereby agree to abide by the following terms and conditions:

ARTICLE 1: RETENTION OF TRIUNFO

1.1 TRIUNFO agrees to provide services to REGENCY on the conditions set forth in this Agreement. REGENCY's Board of Directors shall administer this Agreement for REGENCY. It is expressly understood that the relationship between REGENCY and TRIUNFO is that of an independent contractor and TRIUNFO is not, and shall not be deemed, an employee of REGENCY.

1.2 TRIUNFO agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the work in the most expeditious and economical manner consistent with the public interest and applicable federal, state and local regulations. TRIUNFO shall provide the Services described in Article 2: Scope of Services for a not-to-exceed annual fee of \$9,494 approved by both Parties prior to the beginning of each fiscal year. In the event any replacement or repair parts or equipment are necessary, TRIUNFO shall obtain prior approval from REGENCY to procure and install the parts or equipment. TRIUNFO will bill REGENCY the cost for the parts or equipment plus a 15% mark-up, which cost shall not be subject to the annual fee set forth above.

1.3 The Parties acknowledge that REGENCY retains exclusive authority and budgetary discretion relating to the funding of REGENCY's operation and maintenance, including provision for acquiring, repairing, maintaining and replacing the Pump Station and Recycled Water System.

1.4 The Parties acknowledge that REGENCY intends to maintain funding and service requirements throughout the term of this Agreement at similar levels for operational service encompassed in the first year of this Agreement.

ARTICLE 2: SCOPE OF SERVICES PROVIDED TO PUMP STATION

- 2.1 Each week, TRIUNFO shall:
 - A. Inspect the Pump Station and maintain a log of these weekly visits.
- 2.2 Each month, TRIUNFO shall:
 - A. Inspect the pump for leaks, vibration, and heat.
 - B. Inspect the sump pump located within the vault at the Pump Station to ensure that it is working properly.
 - C. Check for proper operation of the blower within the vault.
 - D. Check the lighting within the vault.
- 2.3 Twice per year, TRIUNFO shall:
 - A. Exercise all isolation valves to ensure they are in proper working order.

- B. Check the pump motor variable speed drive for faults and clean the fan shrouds.
- 2.4 Once per year, TRIUNFO shall:
 - A. Calibrate the instrumentation used to operate the Pump Station and update the firmware on the programmable logic controller and human machine interface.
 - B. Perform preventative maintenance on all electrical connections.
 - C. Grease the bearings on the motor for the pump and ensure the motor is operating at the proper voltage and amps.
- 2.5 Every 2 years, TRIUNFO shall clean and inspect the control valve.
- 2.6 Every 4 years, TRIUNFO shall replace all the rubber parts on the control valve. The cost for these parts shall be billed consistent with Article 1.2 of this Agreement.
- 2.7 TRIUNFO shall maintain maintenance records consistent with each of the services described by this Article 2, throughout the term of this Agreement and for ten (10) years thereafter, for REGENCY's copying and/or inspection, upon request by REGENCY at any time.
- 2.8 TRIUNFO shall also maintain and repair, as necessary, the lateral line extending from TRIUNFO's mainline to the Pump Station.
- 2.9 Notice of Maintenance Deficiency; Demand to Cure. If TRIUNFO fails to duly and timely perform its maintenance, repair or replacement obligations under this Agreement, then REGENCY may, but shall not be required to, deliver written notice of the deficiency to TRIUNFO and a 30-day demand to commence corrections and repair such deficiency to the defaulting TRIUNFO.

ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

3.1 Effective Date

This Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2033, unless extended in writing by mutual agreement of the PARTIES or terminated as hereinafter provided.

3.2 Termination without Cause

At any time, REGENCY or TRIUNFO may terminate this contract for any reason by providing the other with a 90-day NOTICE in accordance with Article 13. Upon such termination, neither Party shall have any further liability to the other, provided that TRIUNFO shall be entitled to amounts payable under this Agreement as of the effective date of the termination.

3.3 Termination for Default

- (a) This Agreement may be terminated by REGENCY upon the following terms and conditions:

REGENCY may terminate this Agreement in the event of a material default by TRIUNFO in any of TRIUNFO's obligations hereunder. For purposes of this Agreement, a material default shall be defined as TRIUNFO's failure to perform any of the obligations contained in Article 2 herein, including failure to cure a notice from REGENCY pursuant to Section 2.9. Such termination by REGENCY shall be

effective 60 days after TRIUNFO's receipt of such notice; provided, however, in case of any default which involves the making of repairs or other matters reasonably requiring a longer period of time to cure than sixty (60) days, TRIUNFO shall be deemed to have complied with such notice if TRIUNFO has commenced to comply with such notice within thirty (30) days and thereafter diligently completes such cure. Termination of this Agreement because of a material default of TRIUNFO shall not relieve TRIUNFO from liability for such default. In case of termination of this Agreement by REGENCY for material default of TRIUNFO, TRIUNFO shall be entitled to amounts payable under this Agreement as of the effective date of the termination.

(b) This Agreement may be terminated by TRIUNFO upon the following terms and conditions:

TRIUNFO may terminate this Agreement in the event of a material default by REGENCY in any of REGENCY's obligations hereunder. For purposes of this Agreement, a material default shall be defined as REGENCY's failure to perform any of the obligations contained in ARTICLE 5. Such termination by TRIUNFO shall be effective 60 days after REGENCY's receipt of written notice from TRIUNFO specifying the default. Termination of this Agreement because of a material default of REGENCY shall not relieve REGENCY from liability for such default. In case of termination of this Agreement by TRIUNFO for material default of REGENCY, TRIUNFO shall be entitled to amounts payable under this Agreement as of the effective date of the termination.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

REGENCY shall annually pay to TRIUNFO the entire cost to TRIUNFO of performing the Services which amount shall be capped at no more than \$9,494 per fiscal year ("Annual Cap"). TRIUNFO shall not perform any work in excess of the Annual Cap and REGENCY shall not be responsible for such additional costs without prior written authorization from REGENCY. During the term of this Agreement, the entire cost to REGENCY shall include:

- (a) For personnel services, the TRIUNFO hourly billing rate then in effect associated with the classification of each individual performing the services.
- (b) For purchase of supplies, equipment, and services, the actual cost incurred by Triunfo plus a fifteen percent (15%) markup.
- (c) For provision of equipment and machinery the actual and complete cost of owning, operating and replacement of said equipment, including but not limited to, depreciation; consumable supplies such as gasoline, electricity, or paper; maintenance; and insurance costs. The Equipment & Supply (Consumable) Rates shall automatically be adjusted in accordance with Article 4.6 each year, thereafter.

4.2 Compensation for Services. TRIUNFO shall submit an annual statement for its services no later than June 30 of each year for the costs incurred during the preceding fiscal year. REGENCY shall reimburse TRIUNFO for expenses within 30 days of the receipt of the statement.

4.3 Additional Work. In the event TRIUNFO determines any work or repair in addition to that described in Article 2 is necessary, TRIUNFO shall bill REGENCY for the work on a time and materials basis. TRIUNFO will not proceed with completing any work outside of the Scope of Services defined in Article 2 without first obtaining prior approval from REGENCY.

4.4 Records. TRIUNFO shall maintain all accounting and maintenance records in conformance with generally accepted accounting principles and all applicable laws and regulations.

4.5 Examination of Records. TRIUNFO agrees that REGENCY shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of TRIUNFO and of all the transactions relating to this Agreement.

4.6 Rates shall be adjusted annually for inflation, in line with TRIUNFO's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either REGENCY or TRIUNFO may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties.

ARTICLE 5: REGENCY'S RESPONSIBILITY

5.1 REGENCY shall provide TRIUNFO, without charge, any information reasonably available to REGENCY that is required in connection with services that are required of TRIUNFO.

5.2 REGENCY does not assume and shall not be liable for the direct payment of any salary, wages, or other compensation to any TRIUNFO personnel performing services hereunder or any liability other than that provided for in this Agreement.

5.3 Except as herein otherwise specified, REGENCY shall not be liable for compensation for indemnity to any TRIUNFO employee for injury or sickness arising out of his or her employment.

ARTICLE 6: INSURANCE

6.1 TRIUNFO, at its sole discretion, shall determine the method to be used in the management of its risk. TRIUNFO shall either (i) self-insure or (ii) obtain a policy of insurance provide certificates of insurance to REGENCY, upon REGENCY'S request, in amounts not less than those specified below:

- (a) Worker's Compensation and Employer's Liability in accordance with applicable laws.
- (b) General & Automobile Liability with combined single limit of \$1,000,000 for bodily injury, death or property damage.

6.2 TRIUNFO may retain risks of accidental loss that occur with predictable frequency and will not have serious adverse effect on TRIUNFO's fiscal position. TRIUNFO may transfer risk to professional risk bearers through the purchase of insurance. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by TRIUNFO prior to commencement of work under this Agreement. These certificates shall name REGENCY and its management company as Additional Insured(s).

6.3 TRIUNFO shall not be responsible for damage or loss by any peril to any equipment, structures

or facilities owned by REGENCY other than as provided in Article 7.1.

ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything in this Agreement to the contrary, TRIUNFO shall indemnify, defend, and hold REGENCY free and harmless from any fines levied against TRIUNFO and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of REGENCY and damage to or destruction of property including, but not limited to, property of REGENCY; provided said fines, claims, demands, liability or loss arise out of the performance by TRIUNFO of the services required hereunder and are caused by a negligent act or failure to act of TRIUNFO, or TRIUNFO's willful misconduct.

7.2 Notwithstanding anything in this Agreement to the contrary, REGENCY shall indemnify, defend, and hold TRIUNFO free and harmless from any fines levied against REGENCY and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of TRIUNFO and damage to or destruction of property including, but not limited to, property of TRIUNFO; provided said fines, claims, demands, liability or loss are caused by a negligent act or failure to act of REGENCY. In this regard, REGENCY acknowledges the provisions of Article 1.4 and agrees to indemnify, defend and hold TRIUNFO harmless from fines, claims, demands, liability or loss arising from REGENCY's failure to take action, or make budgetary provision, for the replacement of existing equipment, structures or facilities at the Pump Station, or the acquisition of new equipment, structures or facilities at the Pump Station.

7.3 In the event one Party's actions damages any portion of the other Party's property, the Party responsible for that act shall promptly and diligently, restore and reconstruct the damaged property and area to at least as good a condition as they were in immediately prior to such damage.

ARTICLE 8: MODIFICATION & TERMS

No modification, alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

ARTICLE 9: ASSIGNMENT

Neither party shall assign nor transfer its interest in this Agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

ARTICLE 10: ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ARTICLE 11: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this contract is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 12: ATTORNEY FEES

In the event that either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this contract, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable out-of-pocket expenses (including, but not limited to phone calls, photocopying, expert witnesses, travel, etc.) and reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine the "prevailing party," whether or not the suit proceeds to final judgment.

ARTICLE 13: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

To REGENCY: Linda Bunnell, Community Manager
REGENCY HILLS NEIGHBORHOOD HOMEOWNERS ASSOCIATION
23901 Calabasas Road, Suite 2004
Calabasas, CA 91302

To TRIUNFO: Mark Norris, General Manager
TRIUNFO WATER & SANITATION DISTRICT
370 North Westlake Boulevard, Suite 100
Westlake Village, CA 91362

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received 3 days after mailing.

ARTICLE 14: NO WAIVER

No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive TRIUNFO of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 15: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 16: FORCE MAJEURE

Neither TRIUNFO nor REGENCY shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of TRIUNFO or REGENCY.

ARTICLE 17: DISPUTE RESOLUTION

If TRIUNFO and REGENCY have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, TRIUNFO shall file a written claim with REGENCY. REGENCY shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 18: AUTHORITY TO EXECUTE AGREEMENT

Both TRIUNFO and REGENCY do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE 19: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which, taken together, shall be deemed one and the same document. The Parties' signatures to this Agreement transmitted by facsimile or electronic mail transmission shall be deemed binding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TRIUNFO WATER & SANITATION DISTRICT

REGENCY HILLS NEIGHBORHOOD
HOMEOWNERS ASSOCIATION

By _____
JAMES WALL
Chairperson, Board of Directors

By  _____
ROBERT CAVAGLIERI
Chair, Board of Directors

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS,
VANCONAS & ZIRBEL, LL

By _____
DENNIS P. MCNULTY
Legal Counsel for TRIUNFO

ATTEST:

By _____
FIDELA GARCIA
Clerk of the Board

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

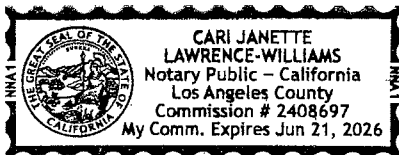
State of California

County of Los Angeles

On April 17, 2024 before me, Cari Janette Lawrence Williams
Date Here Insert Name and Title of the Officer

personally appeared Robert Cavaglieri
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Cari Williams
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Triunfo Water District Client Contract

Document Date: _____ Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Carl Jarecky, Director

Jane Nye, Director

Leon Shapiro, Director

Providing Outstanding Service Since 1963

April 22, 2024

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

PROPOSED INSTANT REBATE FOR TREEPEOPLE PLANT KIT PROGRAM

Summary

TreePeople, in existence since 1973, has provided information, events and tools to support people in Southern California in taking responsibility for their urban environment. In 2023, TreePeople collaborated with Growing Works in Camarillo to grow and assemble seasonal plant kits. Those living within TWSD's service area were able to purchase these kits at discounted rate, due to an instant rebate provided by Calleguas Municipal Water District.

Discussion

A TreePeople Native Garden Kit costs \$120 each. Kits are ordered online through the Tree People website. Calleguas offered a \$50 instant rebate per kit, which brought the price down to \$70. Once eligibility was determined, the instant rebate of \$50 was applied. Moving forward, Calleguas can no longer offer rebates on TreePeople kits. TWSD has an opportunity to offer a rebate, in order to keep the cost low for TWSD customers.

The kit is available in several themes (such as "Pollinator's Paradise" and "Year-Round Radiance") and each includes:

- 10 one-gallon native plants
- A "plant-by-number" site map
- A native plant installation guide and educational materials

Sales: Last year, Oak Park residents purchased approximately 30 kits.

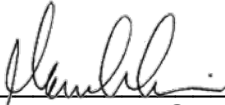
Fiscal Impact

Rebate funds to customers are already budgeted. This year to date, TWSD has allotted \$501.99 out of the \$3,312.00 budgeted.

Recommendation:

It is recommended the Board approve offering a first-come, first-served rebate to TWSD customers for TreePeople Plant Kits in the amount of \$50 per kit ordered, up to \$1000 from the budgeted funds for the rebate program.

BECKY HAYCOX, PUBLIC INFORMATION OFFICER

REVIEWED AND APPROVED: 
Mark Norris, General Manager

Attachment: Flyer from 2023 (to be revised)

Native Garden Kit

TreePeople has partnered with the Las Virgenes Municipal Water District, Growing Works Nursery in Camarillo, and Dashboard.Earth to offer a self-contained kit designed to make native landscape transformation accessible, affordable, and hassle-free.

This program will help residents reduce water usage, beautify the urban environment, and support native plant nurseries across Southern California.

Program Details

During the months of June and July we will offer four different themed kits for a reduced price of \$100 per kit. On August 1st the kits will increase to their regular price of \$120 per kit. We are offering a limited number of kits, so pre-order yours starting June 1st. Visit our website (treepeople.org/native-garden-kit) to learn more. Additional rebates are available for Oak Park Water customers through Calleguas, the water wholesaler. Determine your eligibility at our website.

All kits will be available for pick up only this fall, just in time for planting. Dates and locations to be announced. We will host pick up events at various partner locations throughout Los Angeles and Ventura counties. Emails will be sent from nativegarden@treepeople.org confirming the dates and locations.



What's Inside Your Kit

- 10, one-gallon native plants pre-designed for 10'x10," or any 100 square foot garden space
- A 'plant-by-number' site map
- A native plant installation guide and educational materials



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TRIUNFO WATER & SANITATION DISTRICT**DISBURSEMENTS****3/1/24-3/31/24**

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
11184	\$69.60	3/7/2024	ARAMARK
			WEEKLY DOORMAT SERVICE 2/21/24 & 2/28/24
11185	\$301.12	3/7/2024	AT&T
			MAR 24 - U VERSE TWSD PW OPS
			MAR 24 - SCADA NETWORK
11186	\$66,558.66	3/7/2024	BUNNIN CHEVROLET
			2023 CHEVROLET SILVERADO TRUCK - OPERATIONS
11187	\$1,418.92	3/7/2024	FAMCON PIPE & SUPPLY INC.
			MATERIALS & SUPPLIES - OAK PARK
11188	\$1,341.00	3/7/2024	LIEBERT CASSIDY WHITMORE
			LEGAL SERVICES
11189	\$1,551.30	3/7/2024	LEDDY POWER SYSTEMS, INC
			EQUIPMENT REPAIRS/MAINTENANCE
11190	\$32,118.00	3/7/2024	LOS ANGELES COUNTY PUBLIC WORKS
			SEWAGE DISPOSAL 7/1/23-6/30/24
11191	\$134.88	3/7/2024	READY REFRESH
			FEB 24 - DRINKING WATER
11192	\$31,195.48	3/7/2024	STATE WATER RESOURCE CONTROL BOARD
			WATER SYSTEM FEE 7/01/23-6/30/24
11193	\$847.20	3/7/2024	VENTURA COUNTY STAR
			PUBLIC NOTICES - 11/20/2023 & 12/10/23
11194	\$168.91	3/7/2024	WM CORPORATE SERVICES, INC.
			MAR 24 - WASTE MANAGEMENT SERVICES
11195	\$142.69	3/14/2024	AT&T
			MAR 24 - BELL CANYON INTERNET
11196	\$1,325.44	3/14/2024	AT&T MOBILITY
			FEB 24 - WIRELESS SERVICE
11197	\$30.00	3/14/2024	ASSOCIATION OF WATER AGENCIES OF VENTURA COUNTY
			3/21/24 - WATERWISE MEETING - L. SHAPIRO

TRIUNFO WATER & SANITATION DISTRICT**DISBURSEMENTS****3/1/24-3/31/24**

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
11198	\$50.00	3/14/2024	BASIC BENEFITS LLC
			FSA ADMIN FEES
11199	\$89.18	3/14/2024	COUNTY OF VENTURA
	\$31.56		1/16-2/20 - WW LIFT STATION 3
	\$26.06		1/16-2/20 - 62 BUCKSKIN RD
	\$31.56		1/16-2/20 - WW LIFT STATION 3A
11200	\$735.00	3/14/2024	FGL ENVIRONMENTAL
			OP DBP MONITORING - LAB ANALYSIS
11201	\$100.00	3/14/2024	FISERV, INC.
			FEB 24 - CLEARING HOUSE PAYMENT PROCESSING FEE
11202	\$5,890.58	3/14/2024	STATE COMPENSATION INSURANCE FUND
			PREMIUM CHARGE 3/1/24-4/1/24
11203	\$215.69	3/14/2024	W.W. GRAINGER, INC.
			MATERIALS & SUPPLIES - OAK PARK
11204	\$920.68	3/14/2024	LSR LIMITED PARTNERSHIP
			PROJECT COMPLETION DEPOSIT REFUND
11205	\$48.74	3/14/2024	VERONICA RUSSELL
			REFUND WATER CUSTOMER CREDIT BALANCE
11206	\$214.94	3/21/2024	AT&T
			MAR 24 - CALNET# 21415511
11207	\$2,536.94	3/21/2024	CED ROYAL INDUSTRIES
			SMALL TOOLS & EQUIPMENT
11208	\$150.35	3/21/2024	FP MAILING SOLUTIONS
			POSTAGE MACHINE RENTAL FEES
11209	\$94.03	3/21/2024	MCI
			FEB 24 - 800# FOR TWSD CUSTOMERS
11210	\$714.91	3/21/2024	UTILITY COST MANAGEMENT LLC
			SCE SERVICE 10/26/23 - 1/28/24
11211	\$5,200.00	3/28/2024	GALLAGHER BENEFIT SERVICES, INC.
			CONTRACT #T24-001 - PROJECT FEE

TRIUNFO WATER & SANITATION DISTRICT**DISBURSEMENTS****3/1/24-3/31/24**

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
11212	\$245.04	3/28/2024	VENTURA COUNTY STAR
			2/11/24 - BOARD VACANCY NOTICE
11213	\$360.13	3/28/2024	VERIZON WIRELESS
			APR 24 - UNLIMITED DATA
11214	\$14.24	3/28/2024	NARAYANAN RAMAN NAMBIAR
			REFUND WATER CUSTOMER CREDIT BALANCE
11215	\$37.30	3/28/2024	DAVID BASLOW
			REFUND WATER CUSTOMER CREDIT BALANCE
ACH TXF	\$348.70	3/1/2024	LINCOLN FINANCIAL GROUP
			DEFERRED COMP - BOARD
ACH TXF	\$58.63	3/4/2024	EMPLOYMENT DEVELOPMENT DEPARTMENT
			PAYROLL TAXES - BOARD
ACH TXF	\$244.18	3/5/2024	INTERNAL REVENUE SERVICE
			PAYROLL TAXES - BOARD
ACH TXF	\$62,081.00	3/8/2024	BI-WEEKLY PAYROLL - NET PAY
			PAY PERIOD 5
ACH TXF	\$477.39	3/8/2024	BASIC BENEFITS LLC
			FSA CONTRIBUTIONS PP#5
ACH TXF	\$6,529.27	3/12/2024	LINCOLN FINANCIAL GROUP
			457B PLAN
ACH TXF	\$14,189.78	3/12/2024	LINCOLN FINANCIAL GROUP
			401A PLAN
ACH TXF	\$6,635.25	3/12/2024	EMPLOYMENT DEVELOPMENT DEPARTMENT
			PAYROLL TAXES - STATE
ACH TXF	\$27,214.58	3/12/2024	INTERNAL REVENUE SERVICE
			PAYROLL TAXES - FED, MED, & SS
ACH TXF	\$559.61	3/14/2024	US BANK ACCOUNT ANALYSIS & BILLING
			FEB 24 - SERVICE FEES

TRIUNFO WATER & SANITATION DISTRICT**DISBURSEMENTS****3/1/24-3/31/24**

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
ACH TXF	\$2,503.05	3/18/2024	KAISER PERMANENTE
			APR 24 - MEDICAL INSURANCE PREMIUMS
ACH TXF	\$61,149.17	3/22/2024	BI-WEEKLY PAYROLL - NET PAY
			PAY PERIOD 6
ACH TXF	\$5,308.21	3/22/2024	PAYMENTUS
			FEB 24 - ON-LINE PAYMENT PROCESSING FEES
ACH TXF	\$477.39	3/22/2024	BASIC BENEFITS LLC
			FSA CONTRIBUTIONS PP#6
ACH TXF	\$14,249.49	3/25/2024	LINCOLN FINANCIAL GROUP
			401A PLAN
ACH TXF	\$6,529.27	3/25/2024	LINCOLN FINANCIAL GROUP
			457B PLAN
ACH TXF	\$6,320.94	3/25/2024	EMPLOYMENT DEVELOPMENT DEPARTMENT
			PAYROLL TAXES - STATE
ACH TXF	\$26,969.79	3/26/2024	INTERNAL REVENUE SERVICE
			PAYROLL TAXES - FED, MED, & SS
ACH TXF	\$15,016.15	3/26/2024	ANTHEM BLUE CROSS
			APR 24 - MEDICAL INSURANCE PREMIUMS
ACH TXF	\$4,547.43	3/27/2024	US BANK CORPORATE PAYMENT SYSTEMS
			PURCHASE CARD PAYMENT
ACH TXF	\$2,636.36	3/29/2024	BOARD PAYROLL
EFT000000000000001859	\$32.95	3/8/2024	ACCESS INFORMATION MANAGEMENT CORPORATION
			FEB 24 - STORAGE
EFT000000000000001860	\$161.65	3/8/2024	AQUA METRIC SALES COMPANY
			MATERAILS & SUPPLIES
EFT000000000000001861	\$1,500.00	3/8/2024	ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP
			FEB 24 - LEGAL SERVICES
EFT000000000000001862	\$9.92	3/8/2024	AUTOMATION DIRECT
			MATERIALS & SUPPLIES - OAK PARK

TRIUNFO WATER & SANITATION DISTRICT**DISBURSEMENTS****3/1/24-3/31/24**

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
EFT000000000000001863	\$553.26	3/8/2024	BEST BEST & KRIEGER LLP
			LEGAL SERVICE THRU 11/30/23
EFT000000000000001864	\$399.24	3/8/2024	CINTAS CORP
			EMPLOYEE UNIFORMS/SUPPLIES
EFT000000000000001865	\$283.00	3/8/2024	DIAL SECURITY
			MAR 24 - MONTHLY MONITORING
EFT000000000000001866	\$153,566.52	3/8/2024	INSITUFORM TECHNOLOGIES, LLC
			BELL CANYON SEWER MAINLINE REHAB
EFT000000000000001867	\$2,061.44	3/8/2024	DAVID RYDMAN
			REIMB - ACWA CONFERENCE
EFT000000000000001868	\$900.00	3/8/2024	STEPHEN'S VIDEO & PHOTOGRAPHY
			FEB 24 - VIDEO MEETINGS
EFT000000000000001869	\$76.50	3/8/2024	UNDERGROUND SVC ALERT OF S. CAL
			FEB 24 - DATABASE MAINT FEE
EFT000000000000001870	\$1,813.76	3/8/2024	WEX BANK
			GAS CARDS - FUEL PURCHASES
EFT000000000000001871	\$1,400.00	3/14/2024	FTI SERVICES
			FEB - IT SERVICES
EFT000000000000001872	\$4,958.79	3/14/2024	MAIL MANAGER, INC.
	\$2,484.43		FEB 24 - PRINTING & MAILING
	\$2,474.36		SPECIAL TWSD YEAR END MAILING
EFT000000000000001873	\$2,918.30	3/14/2024	SDRMA
			APR 24 - ANCILLARY HEALTH INS
EFT000000000000001874	\$586.88	3/22/2024	FRONTIER COMMUNICATIONS
	\$200.40		MAR 24 - 56K NETWORK SCADA OP
	\$124.99		MAR 24 - BUSINESS FIBER INTERNET
	\$62.14		MAR 24 - LAKE SHERWOOD STAFFORD
	\$60.99		MAR 24 - 654 LAKE SHERWOOD DR
	\$70.07		MAR 24 - N RANCH PUMP STATION
	\$68.29		MAR 24 - THOUSAND OAKS TELE/MAINT

TRIUNFO WATER & SANITATION DISTRICT**DISBURSEMENTS****3/1/24-3/31/24**

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
EFT000000000000001875	\$255.00	3/22/2024	GIOVANNI MALAGON
			REIMBURSE - WORK BOOTS
EFT000000000000001876	\$636,463.68	3/22/2024	LAS VIRGENES MUNICIPAL WATER DISTRICT
	\$630,628.14		JAN 24 - JPA
	\$5,835.54		JAN 24 - RW
EFT000000000000001877	\$11,755.15	3/22/2024	SOUTHERN CALIFORNIA EDISON
			FEB 24 - MASTER BILL
EFT000000000000001878	\$5,273.36	3/22/2024	SEARLE CREATIVE GROUP LLC
			FEB 24 - PUBLIC OUTREACH SERVICES
EFT000000000000001879	\$23,230.76	3/22/2024	VENTURA REGIONAL SANITATION DISTRICT
			VRSD CONTRACT SERVICES - FEB 24
EFT000000000000001880	\$386,869.00	3/28/2024	ASSURED PARTNERS
			TERM PREMIUM & ADMIN FEES
EFT000000000000001881	\$687.90	3/28/2024	BEST BEST & KRIEGER LLP
			LEGAL SVCS THRU 2/29/24
EFT000000000000001882	\$188,087.67	3/28/2024	CALLEGUAS MUNICIPAL WATER DISTRICT
			FEB 24 - POTABLE WATER
EFT000000000000001883	\$1,200.00	3/28/2024	STEPHEN'S VIDEO & PHOTOGRAPHY
			MAR 24 - VIDEO MEETINGS
EFT000000000000001884	\$16,566.00	3/28/2024	WESTLAKE OFFICE PARK/DOLPHIN PTRS AGENT
			APR 24 - RENT
TOTAL	\$1,860,477.32		



Water & Wastewater Monthly Report

Triunfo Water & Sanitation District

For the month of: February 2024

The billing period for this invoice is February 1 through February 29, 2024 for labor and equipment.

This report is arranged in the order of the invoice: Collection System, Wastewater SCADA System Maintenance.

221201 – WASTEWATER – COLLECTION SYSTEM MAINTENANCE

- Staff cleaned collection lines in the Oak Park area.

221206 – WW MAINT SCADA

- Staff worked on Bell Canyon troubleshooting.
- Staff worked on Polo temporary set point changes.
- Staff worked on North Ranch change over.
- Staff picked up supplies from different vendors.

If you have other questions or concerns, please contact me at (805) 658-4648.

RICHARD JONES – DIRECTOR OF OPERATIONS



Ventura Regional Sanitation District

4105 Gonzales Road
Oxnard CA 93036-2748
(805) 658-4656
billing-ar@vrds.com

INVOICE DATE

2/29/2024

This invoice is due upon receipt

INVOICE - SUMMARY

Triunfo Sanitation District
370 N Westlake Blvd, Suite 100
Westlake Village, CA 91362

Customer Number		1018	
Invoice #	Project Name	Fee Code	Extended Total
221201-02/29/24	TWSD - WW MAINT COL SYSTEM	1 - Labor	11,497.00
221201-02/29/24	TWSD - WW MAINT COL SYSTEM	2 - Equipment	4,884.73
221201-02/29/24	TWSD - WW MAINT COL SYSTEM	3 - Mat&Supp	296.50
221201-02/29/24 Total			16,678.23
221206-02/29/24	TWSD - WW MAINT SCADA	1 - Labor	5,762.00
221206-02/29/24	TWSD - WW MAINT SCADA	2 - Equipment	628.61
221206-02/29/24	TWSD - WW MAINT SCADA	3 - Mat&Supp	161.92
221206-02/29/24 Total			6,552.53
Grand Total			\$23,230.76

APPROVED FOR PAYMENT			
FUND	DEPT	EXPENSE	AMOUNT
ACCOUNTING		AP	OPS/ADMIN
3/13/24		email attached	
AUTHORIZATION FOR PAYMENT			
T. Drago			

Elizabeth Zenner

From: David Rydman
Sent: Wednesday, March 13, 2024 4:32 PM
To: Jocelyn Adlao
Cc: Triunfo Accounts Payable
Subject: RE: VRSD Invoice February 2024

Approved to pay

Dave Rydman
Triunfo Water & Sanitation District
Operations Manager
370 N. Westlake Blvd, Suite 100
Westlake Village, CA 91362
Direct: (805) 658-4643
Cell: (805) 256-8809
Website: www.triunfowsd.com



From: Jocelyn Adlao <jocelynadlao@triunfowsd.com>
Sent: Tuesday, March 12, 2024 2:08 PM
To: David Rydman <davidrydman@triunfowsd.com>
Cc: Triunfo Accounts Payable <AP@triunfowsd.com>
Subject: FW: VRSD Invoice February 2024

Dave,

Please see attached for your review and approval.

Thanks,

Jocelyn Adlao
Accountant
805-658-4619
JocelynAdlao@TriunfoWSD.com
370 N. Westlake Blvd, Suite 100
Westlake Village, CA 91362



From: Billing AR <billing-ar@VRSD.COM>
Sent: Tuesday, March 12, 2024 1:41 PM

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Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Jane Nye, Director

Leon Shapiro, Director

Vacant, Director

Providing Outstanding Service Since 1963

April 22, 2024

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

INVESTMENT REPORT – MARCH 2024

Summary

The attached report shows cash and investment holdings of the District on March 31, 2024. The District's policy is that the report be provided within 30 days of the close of the month. The balance of the portfolio, at cost, was \$35,233,514 on March 31, a \$1,236,084 decrease compared to the prior month. This net decrease is mainly due to funding operations. Interest earnings of \$127,245 for the month were accrued and the fiscal year to date at \$970,064.

The Director of Finance (Treasurer) manages all District investments. All District investment holdings are in compliance with the investment policy approved by the Board of Directors in January 2024. The investments of the District provide sufficient cash flow liquidity to meet the next six month's estimated expenses.

If you have any questions or need additional information, please contact me at (805) 658-4649 or via email at VickieDragan@TriunfoWSD.com.

Fiscal Impact

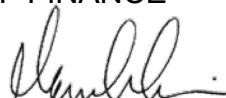
None.

Recommendation

Receive and file.


VICKIE DRAGAN – DIRECTOR OF FINANCE

REVIEWED AND APPROVED:



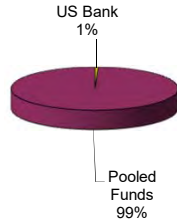
Mark Norris – General Manager

Attachment: March 2024 Investment Report

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**TRIUNFO SANITATION DISTRICT
INVESTMENT REPORT
FOR THE MONTH ENDED MARCH 31, 2024**

Distribution of Funds at Cost



SUMMARY	Value at Cost			Interest Earned**	
	Balance 02/29/24	Change in Value	Balance 03/31/24	Mar-24	Fiscal Year-to- Date
A. US Bank	\$ 140,777	\$ 63,916	\$ 204,694	\$ -	\$ -
B. Pooled Funds	36,328,820	(1,300,000)	35,028,820	127,245	970,064
	<u>\$ 36,469,598</u>	<u>\$ (1,236,084)</u>	<u>\$ 35,233,514</u>	<u>\$ 127,245</u>	<u>\$ 970,064</u>

A. US BANK	Balance 02/29/24	Net Deposits/ (Withdrawals)	Interest Received	Balance 03/31/24	Yield	Market Value
US Bank Checking Account	140,777.47	\$ 63,916.04		204,693.51	0.75%	204,693.51
	140,777.47	63,916.04	-	204,693.51		204,693.51
B. POOLED FUNDS	Balance 02/29/24	Net Deposits/ (Withdrawals)	Interest Received	Balance 03/31/24	Yield*	Market Value*
Local Agency Investment Fund	10,455,227.98	(1,300,000.00)		9,155,227.98	4.232%	9,155,227.98
Ventura County Pool	25,873,592.28			25,873,592.28	4.410%	25,873,592.28
	<u>\$ 36,328,820.26</u>	<u>\$ (1,300,000.00)</u>	<u>\$ -</u>	<u>\$ 35,028,820.26</u>		<u>\$ 35,028,820.26</u>
TOTAL				<u><u>\$ 35,233,513.77</u></u>		<u><u>\$ 35,233,513.77</u></u>

INTEREST EARNED ON A MONTHLY BASIS	Jul-Dec	Jan	Feb	March	Apr	May	Jun
	\$574,610 \$	137,896 \$	130,313 \$	127,245 \$	- \$	- \$	- \$

* Published rate does not represent net yield rate earned on District investment.

** Estimated for current reporting month.

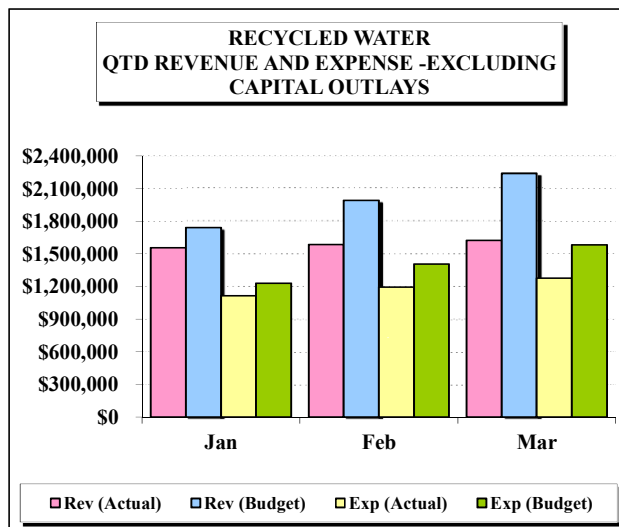
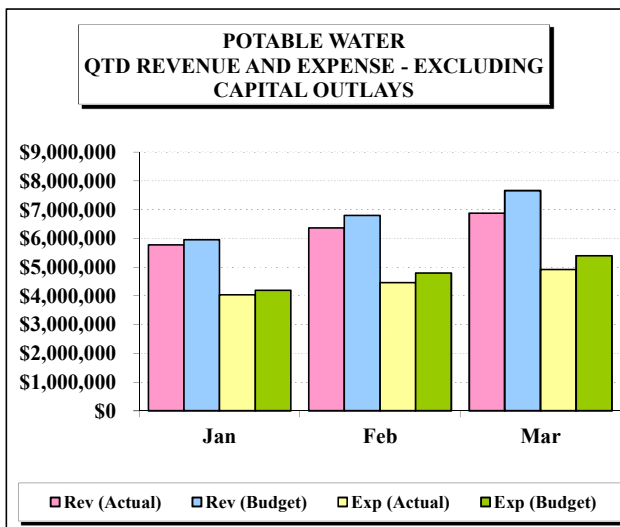
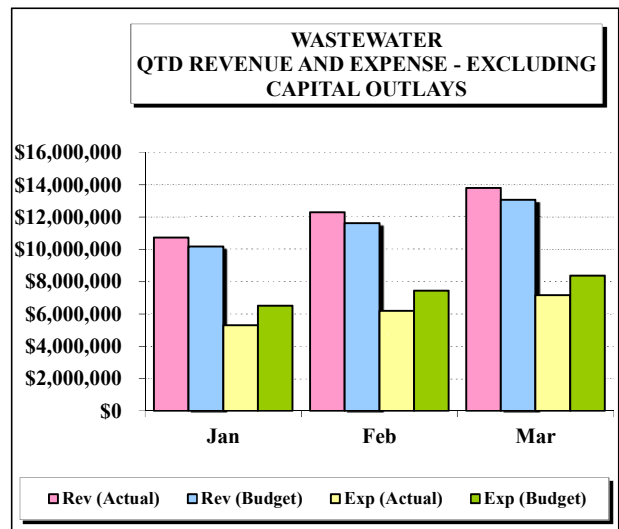
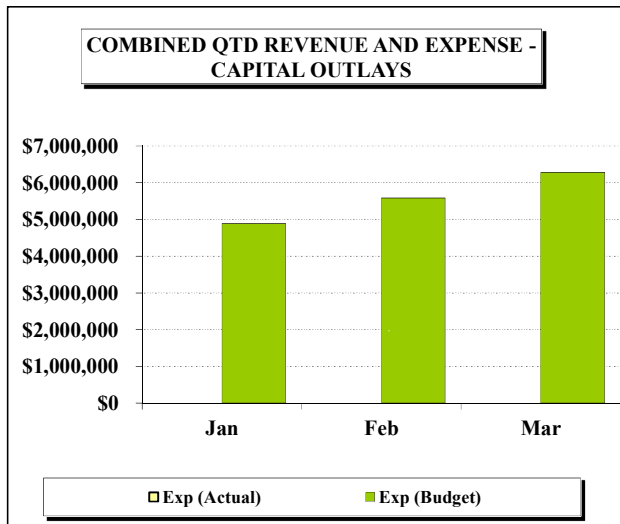
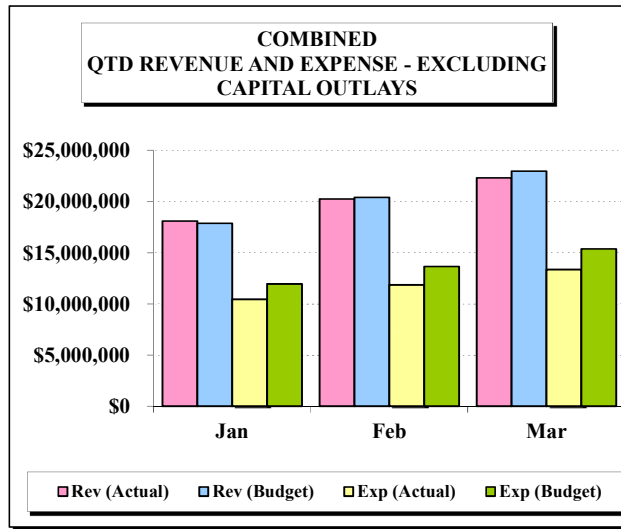
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TRIUNFO WATER & SANITATION DISTRICT

March 31, 2024

75%

QUARTERLY REVENUE AND EXPENSE GRAPH



TRIUNFO WATER & SANITATION DISTRICT

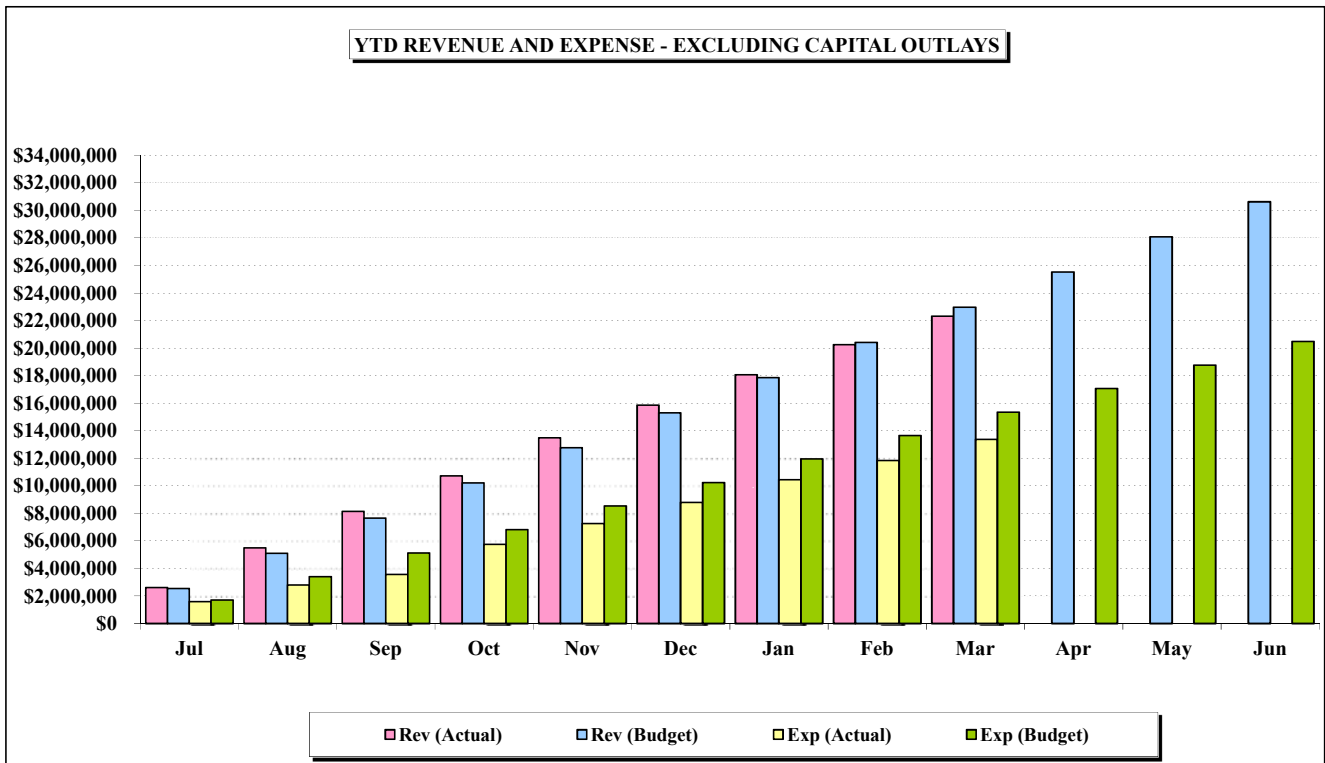
March 31, 2024

75%

REVENUE AND EXPENSE REPORT

Revenue:	Adjusted Budget	Curent Period	Fiscal Year to Date	Unrealized Revenue	% Realized
Sanitation Fees	\$ 16,838,654	\$ 1,376,712	\$ 12,729,691	\$ 4,108,963	75.6%
Connection Fees Triunfo	85,000	21,252	95,892	(10,892)	112.8%
Recycled Water	2,708,802	15,253	1,419,349	1,289,453	52.4%
Potable Water	7,471,673	289,001	4,771,679	2,699,994	63.9%
Water Meter Services	2,691,964	223,986	2,016,611	675,353	74.9%
Interest Income	445,000	131,842	1,003,566	(558,566)	225.5%
Revenue - Violations	-	-	2,400	(2,400)	-
Other Services & Fees	382,440	24,568	281,704	100,736	73.7%
Total Revenue	\$ 30,623,533	\$ 2,082,615	\$ 22,320,892	\$ 8,302,641	72.9%

Expenses:	Adjusted Budget	Curent Period	Fiscal Year to Date	Available Budget	% Committed
Wastewater Treatment	\$ 6,917,341	\$ 576,445	\$ 4,491,700	2,425,641	64.9%
Potable Water Purch.	3,709,420	229,602	2,469,436	1,239,984	66.6%
Recycled Water Purch.	752,395	8,867	404,286	348,109	53.7%
VRSD Contract Services	975,240	11,057	384,890	590,350	39.5%
Professional Services	901,136	26,737	358,342	542,794	39.8%
Depreciation/Amortization	1,439,167	145,267	1,292,825	146,342	89.8%
Overhead cost allocation	-	-	(0)	0	-
Joint Venture spending	-	-	-	-	-
Debt service	326,890	-	179,148	147,742	54.8%
Permits, fees, & other	446,160	141,285	321,366	124,794	72.0%
Employee salaries & benefits	3,569,985	278,173	2,389,399	1,180,586	66.9%
Board member fees	66,335	3,410	25,677	40,658	38.7%
General & Administrative	1,254,519	91,450	967,000	287,518	77.1%
Outside Contractor Services	-	-	-	-	-
Total Expenses	\$ 20,358,588	\$ 1,512,291	\$ 13,284,069	\$ 7,074,519	65.3%
Net Income/(Loss) before Capital	\$ 10,264,945	\$ 570,324	\$ 9,036,822	\$ 1,228,122	88.0%
Capital Outlays	(8,525,458)	-	(30,760)	(8,494,696)	0.4%
Reverse Depreciation Exp	1,439,167	145,267	1,292,825	146,342	89.8%
Less: Principal Payments	(1,408,001)	(379,000)	(1,083,000)	(325,001)	76.9%
Increase/(Decrease) to Reserves	\$ 1,770,653	\$ 336,590	\$ 9,215,888	\$ (7,445,232)	520.5%



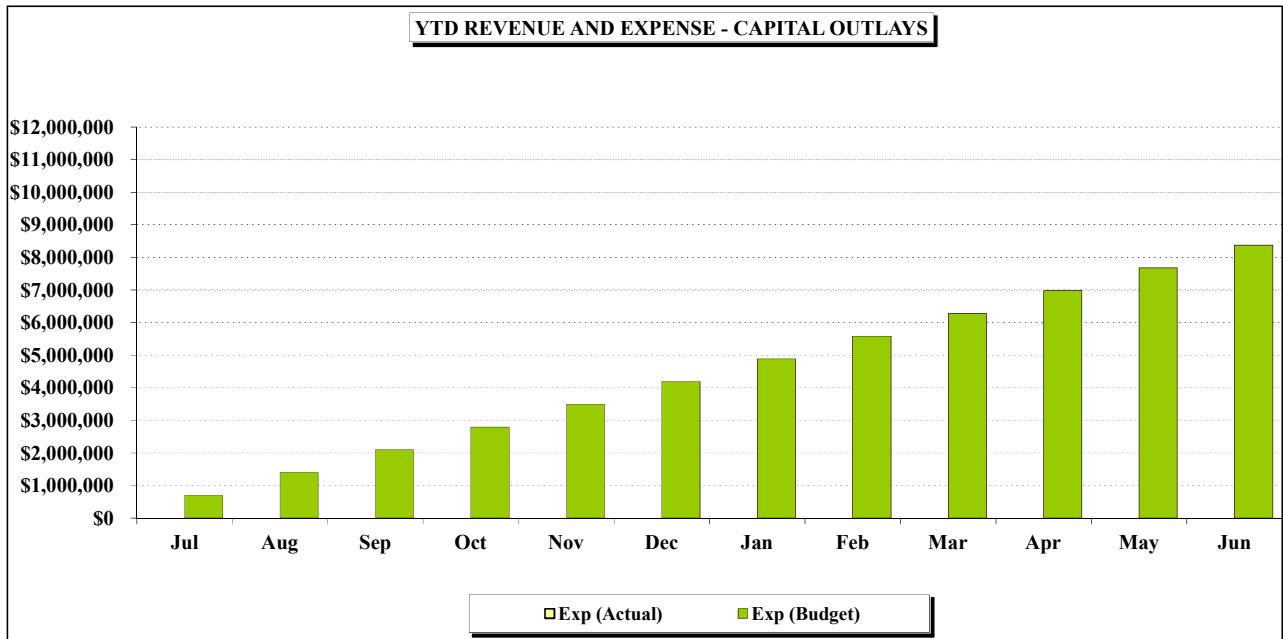
TRIUNFO WATER & SANITATION DISTRICT

March 31, 2024

75%

REVENUE AND EXPENSE REPORT - CAPITAL OUTLAYS

<u>Revenue:</u>	<u>Adjusted Budget</u>	<u>Curent Period</u>	<u>Fiscal Year to Date</u>	<u>Unrealized Revenue</u>	<u>% Realized</u>
Sanitation Fees	\$ -	\$ -	\$ -	\$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	-	-	-	-	-
Potable Water	-	-	-	-	-
Water Meter Services	-	-	-	-	-
Interest Income	-	-	-	-	-
Revenue - Violations	-	-	-	-	-
Other Services & Fees	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -	-
<u>Expenses:</u>	<u>Adjusted Budget</u>	<u>Curent Period</u>	<u>Fiscal Year to Date</u>	<u>Available Budget</u>	<u>% Committed</u>
Wastewater Treatment	\$ -	\$ -	\$ -	\$ -	-
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	-	-	-	-	-
Professional Services	490,000	-	346,768	143,229	70.8%
Depreciation/Amortization	-	-	-	-	-
Overhead cost allocation	-	-	-	-	-
Joint Venture spending	8,035,458	-	-	8,035,458	0.0%
Debt service	-	-	-	-	-
Permits, fees, & other	-	-	-	-	-
Employee salaries & benefits	-	-	-	-	-
Board member fees	-	-	-	-	-
General & Administrative	-	-	-	-	-
Outside Contractor Services	-	-	(316,008)	316,008	-
Total Expenses	\$ 8,525,458	\$ -	\$ 30,760	\$ 8,494,696	0.4%
Increase/(Decrease) to Reserves	\$ (8,525,458)	\$ -	\$ (30,760)	\$ (8,494,696)	0.4%



TRIUNFO WATER & SANITATION DISTRICT

March 31, 2024

75%

REVENUE AND EXPENSE REPORT - CENTRAL ADMINISTRATION

<u>Revenue:</u>	<u>Adjusted Budget</u>	<u>Curent Period</u>	<u>Fiscal Year to Date</u>	<u>Unrealized Revenue</u>	<u>% Realized</u>
Sanitation Fees	\$ -	\$ -	\$ -	\$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	-	-	-	-	-
Potable Water	-	-	-	-	-
Water Meter Services	-	-	-	-	-
Interest Income	-	-	-	-	-
Revenue - Violations	-	-	-	-	-
Other Services & Fees	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -	-
<u>Expenses:</u>	<u>Adjusted Budget</u>	<u>Curent Period</u>	<u>Fiscal Year to Date</u>	<u>Available Budget</u>	<u>% Committed</u>
Wastewater Treatment	\$ -	\$ -	\$ -	\$ -	-
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	-	-	-	-	-
Professional Services	298,384	25,787	207,830	90,554	69.7%
Depreciation/Amortization	-	15,385	138,467	(138,467)	-
Overhead cost allocation	(3,054,715)	(254,560)	(2,291,036)	(763,678)	75.0%
Joint Venture spending	-	-	-	-	-
Debt service	-	-	-	-	-
Permits, fees, & other	18,460	-	16,686	1,774	90.4%
Employee salaries & benefits	2,133,350	184,039	1,572,175	561,175	73.7%
Board member fees	51,404	2,167	15,846	35,558	30.8%
General & Administrative	434,117	25,221	260,453	173,664	60.0%
Outside Contractor Services	-	-	-	-	-
Total Expenses	\$ (119,000)	\$ (1,960)	\$ (79,579)	\$ (39,421)	0.0%
Net Income/(Loss) before Capital	\$ 119,000	\$ 1,960	\$ 79,579	\$ 39,421	0.0%
Capital Outlays	(110,000)	-	-	(110,000)	0.0%
Reverse Depreciation Exp	-	15,385	138,467	(138,467)	-
Less: Principal Payments	-	-	-	-	-
Increase/(Decrease) to Reserves	\$ 9,000	\$ 17,345	\$ 218,047	\$ (209,047)	0.0%

TRIUNFO WATER & SANITATION DISTRICT

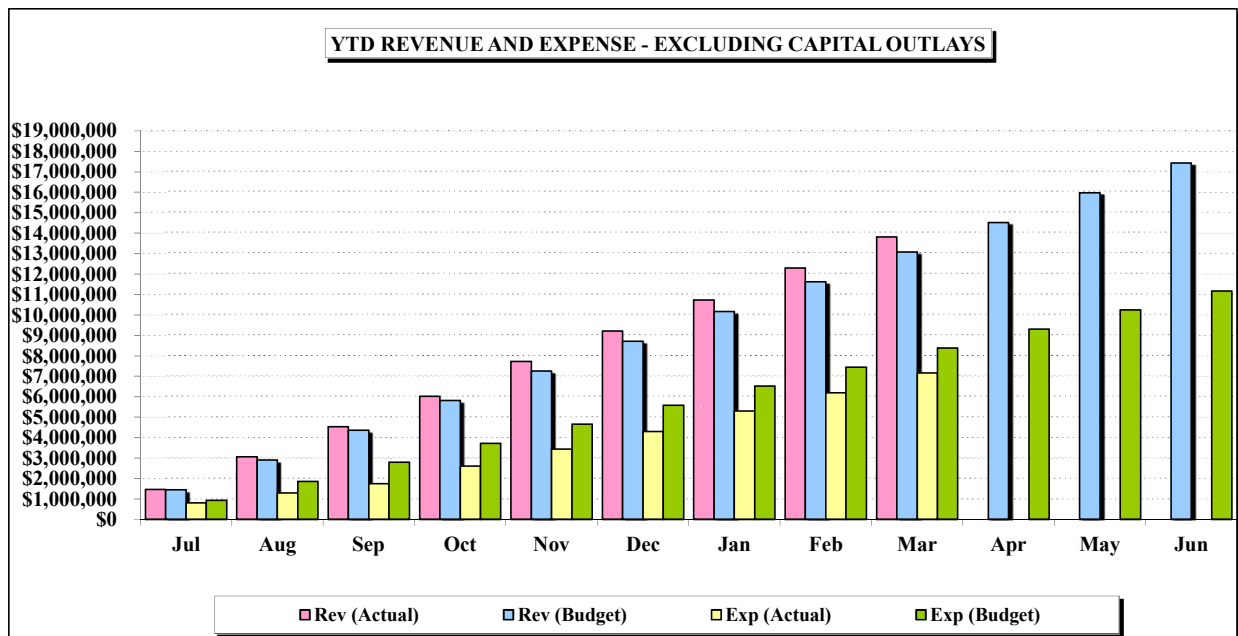
March 31, 2024

75%

REVENUE AND EXPENSE REPORT - WASTEWATER

Revenue:	Adjusted Budget	Curent Period	Fiscal Year to Date	Unrealized Revenue	% Realized
Sanitation Fees	\$ 16,838,654	\$ 1,376,712	\$ 12,729,691	\$ 4,108,963	75.6%
Connection Fees Triunfo	85,000	21,252	95,892	(10,892)	112.8%
Recycled Water	-	-	-	-	-
Potable Water	-	-	-	-	-
Water Meter Services	-	-	-	-	-
Interest Income	445,000	124,790	944,780	(499,780)	212.3%
Revenue - Violations	-	-	-	-	-
Other Services & Fees	63,800	1,654	44,679	19,121	70.0%
Total Revenue	\$ 17,432,454	\$ 1,524,408	\$ 13,815,042	\$ 3,617,412	79.2%

Expenses:	Adjusted Budget	Curent Period	Fiscal Year to Date	Available Budget	% Committed
Wastewater Treatment	\$ 6,917,341	\$ 576,445	\$ 4,491,700	\$ 2,425,641	64.9%
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	750,615	11,057	244,692	505,923	32.6%
Professional Services	132,859	372	45,514	87,345	34.3%
Depreciation/Amortization	352,850	30,470	267,774	85,076	75.9%
Overhead cost allocation	1,738,897	144,908	1,304,173	434,724	75.0%
Joint Venture spending	-	-	-	-	-
Debt service	-	-	-	-	-
Permits, fees, & other	283,150	134,009	212,812	70,338	75.2%
Employee salaries & benefits	718,317	56,087	382,387	335,930	53.2%
Board member fees	12,798	1,006	6,487	6,311	50.7%
General & Administrative	265,565	22,844	211,350	54,215	79.6%
Outside Contractor Services	-	-	-	-	-
Total Expenses	\$ 11,172,392	\$ 977,198	\$ 7,166,889	\$ 4,005,503	64.1%
Net Income/(Loss) before Capital	\$ 6,260,062	\$ 547,210	\$ 6,648,153	\$ (388,091)	106.2%
Capital Outlays	(8,029,412)	-	(30,760)	(7,998,652)	0.4%
Reverse Depreciation Exp	352,850	30,470	267,774	85,076	75.9%
Less: Principal Payments	-	-	-	-	-
Increase/(Decrease) to Reserves	\$ (1,416,500)	\$ 577,681	\$ 6,885,167	\$ (8,301,667)	-486.1%



TRIUNFO WATER & SANITATION DISTRICT

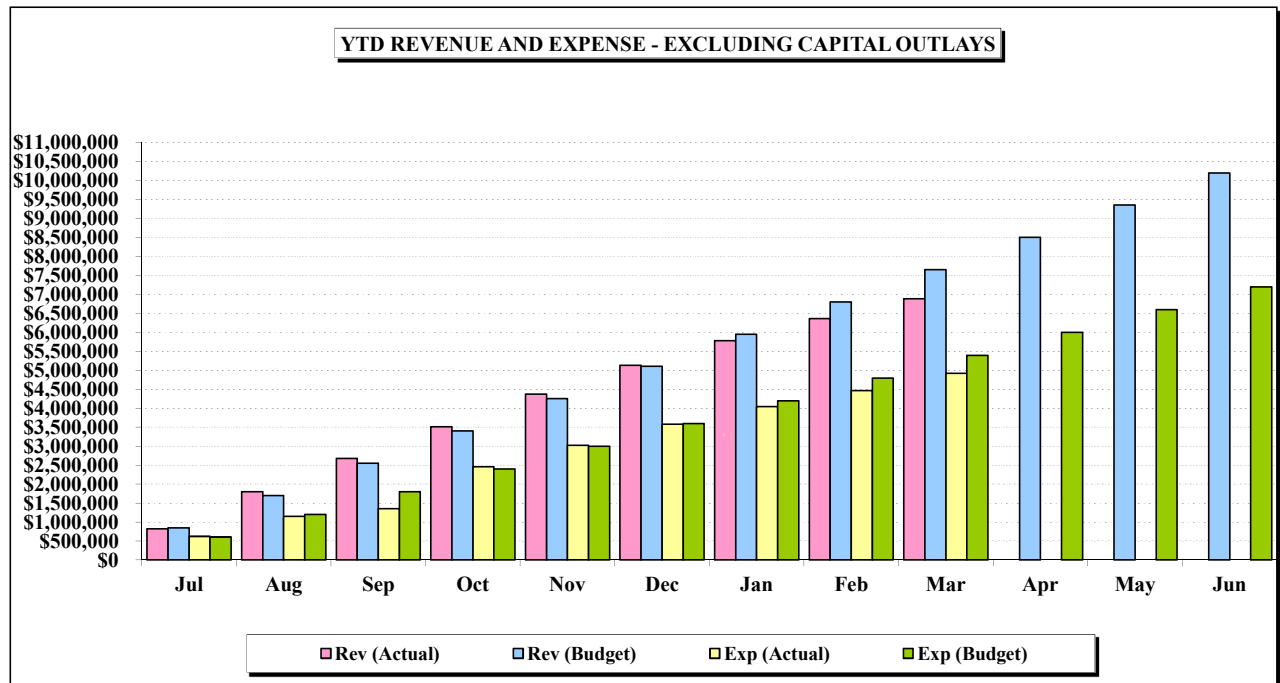
March 31, 2024

75%

REVENUE AND EXPENSE REPORT - POTABLE WATER

Revenue:	Adjusted Budget	Curent Period	Fiscal Year to Date	Unrealized Revenue	% Realized
Sanitation Fees	\$ -	\$ -	\$ -	\$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	-	-	-	-	-
Potable Water	7,471,673	289,001	4,771,679	2,699,994	63.9%
Water Meter Services	2,425,060	201,396	1,813,300	611,759	74.8%
Interest Income	-	7,052	58,786	(58,786)	-
Revenue - Violations	-	-	2,400	(2,400)	-
Other Services & Fees	306,488	22,700	235,650	70,838	76.9%
Total Revenue	\$ 10,203,221	\$ 520,150	\$ 6,881,815	\$ 3,321,405	67.4%

Expenses:	Adjusted Budget	Curent Period	Fiscal Year to Date	Available Budget	% Committed
Wastewater Treatment	\$ -	\$ -	\$ -	\$ -	-
Potable Water Purch.	3,709,420	229,602	2,469,436	1,239,984	66.6%
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	158,110	-	140,198	17,912	88.7%
Professional Services	421,153	202	101,715	319,438	24.2%
Depreciation/Amortization	685,286	64,935	579,751	105,534	84.6%
Overhead cost allocation	1,017,777	84,815	763,333	254,444	75.0%
Joint Venture spending	-	-	-	-	-
Debt service	94,338	-	36,251	58,087	38.4%
Permits, fees, & other	141,050	7,276	91,820	49,230	65.1%
Employee salaries & benefits	574,653	31,972	353,211	221,442	61.5%
Board member fees	2,133	237	2,632	(499)	123.4%
General & Administrative	391,364	36,891	381,436	9,928	97.5%
Outside Contractor Services	-	-	-	-	-
Total Expenses	\$ 7,195,284	\$ 455,930	\$ 4,919,782	\$ 2,275,502	68.4%
Net Income/(Loss) before Capital	\$ 3,007,937	\$ 64,220	\$ 1,962,033	\$ 1,045,904	65.2%
Capital Outlays	(25,000)	-	-	(25,000)	0.0%
Reverse Depreciation Exp	685,286	64,935	579,751	105,534	84.6%
Less: Principal Payments	(644,801)	-	(321,912)	(322,889)	49.9%
Increase/(Decrease) to Reserves	\$ 3,023,422	\$ 129,155	\$ 2,219,873	\$ 803,549	73.4%



TRIUNFO WATER & SANITATION DISTRICT

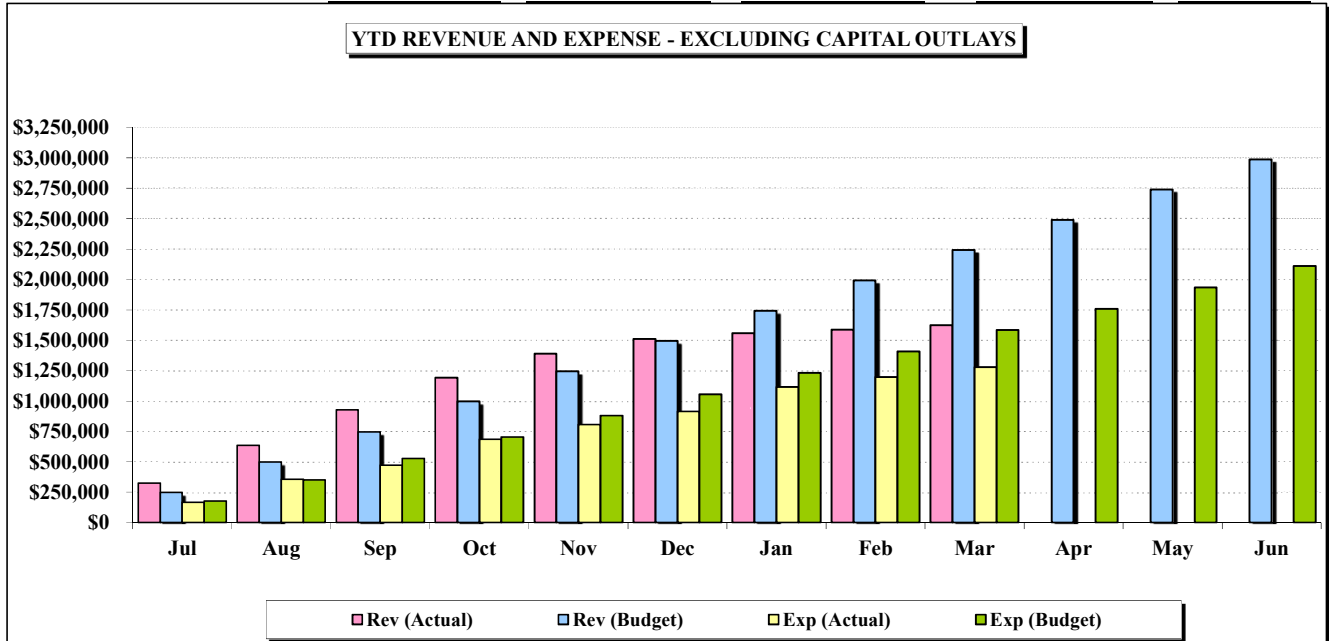
March 31, 2024

75%

REVENUE AND EXPENSE REPORT - RECYCLED WATER

Revenue:	Adjusted Budget	Curent Period	Fiscal Year to Date	Unrealized Revenue	% Realized
Sanitation Fees	\$ -	\$ -	\$ -	\$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	2,708,802	15,253	1,419,349	1,289,453	52.4%
Potable Water	-	-	-	-	-
Water Meter Services	266,904	22,590	203,311	63,593	76.2%
Interest Income	-	-	-	-	-
Revenue - Violations	-	-	-	-	-
Other Services & Fees	12,152	214	1,375	10,777	11.3%
Total Revenue	\$ 2,987,858	\$ 38,057	\$ 1,624,035	\$ 1,363,824	54.4%

Expenses:	Adjusted Budget	Curent Period	Fiscal Year to Date	Available Budget	% Committed
Wastewater Treatment	\$ -	\$ -	\$ -	\$ -	-
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	752,395	8,867	404,286	348,109	53.7%
VRSD Contract Services	66,515	-	-	66,515	0.0%
Professional Services	48,740	376	3,283	45,457	6.7%
Depreciation/Amortization	401,032	34,476	306,833	94,199	76.5%
Overhead cost allocation	298,041	24,837	223,531	74,510	75.0%
Joint Venture spending	-	-	-	-	-
Debt service	232,552	-	142,897	89,655	61.4%
Permits, fees, & other	3,500	-	49	3,451	1.4%
Employee salaries & benefits	143,665	6,075	81,627	62,038	56.8%
Board member fees	-	-	711	(711)	-
General & Administrative	163,473	6,493	113,762	49,711	69.6%
Outside Contractor Services	-	-	-	-	-
Total Expenses	\$ 2,109,912	\$ 81,124	\$ 1,276,978	\$ 832,935	60.5%
Net Income/(Loss) before Capital	\$ 877,946	\$ (43,067)	\$ 347,057	\$ 530,889	39.5%
Capital Outlays	(321,046)	-	-	(321,046)	0.0%
Reverse Depreciation Exp	401,032	34,476	306,833	94,199	76.5%
Less: Principal Payments	(763,200)	(379,000)	(761,088)	(2,112)	99.7%
Increase/(Decrease) to Reserves	\$ 194,732	\$ (387,591)	\$ (107,199)	\$ 301,930	-55.0%

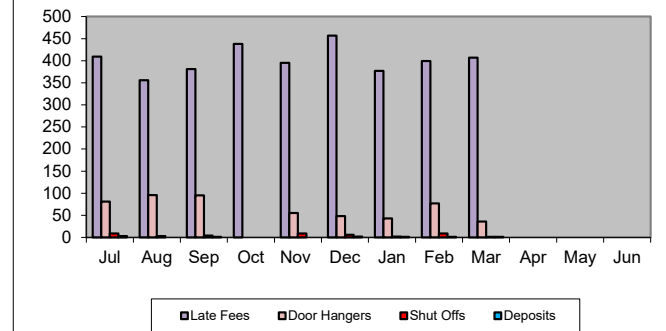


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TRIUNFO WATER & SANITATION DISTRICT STATISTICS
FY 23-24

PENALTIES AND FEES ASSESSED

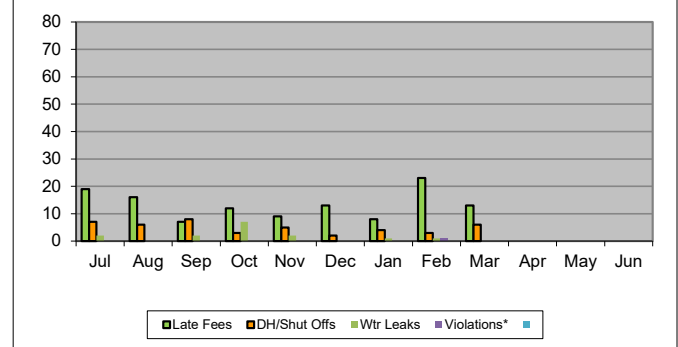
Month	Late Fees	Door Hangers	Shut Offs	Deposits	Violations*
Jul	409	81	9	3	0
Aug	356	96	3	0	0
Sep	381	95	4	1	0
Oct	438	0	0	0	0
Nov	395	55	9	0	0
Dec	457	48	6	2	0
Jan	377	43	2	1	0
Feb	399	77	9	1	0
Mar	407	36	1	1	0
Apr					
May					
Jun					



*Violations include unfixed leaks and drought restrictions.

REQUESTS FOR BILLING ADJUSTMENTS

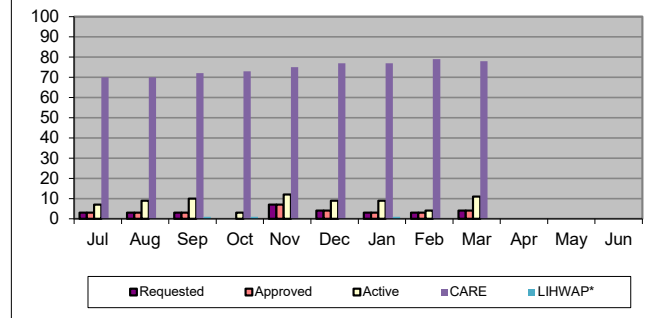
Month	Late Fees	DH/Shut Offs	Wtr Leaks	Violations*
Jul	19	7	2	0
Aug	16	6	0	0
Sep	7	8	2	0
Oct	12	3	7	0
Nov	9	5	2	0
Dec	13	2	0	0
Jan	8	4	1	0
Feb	23	3	1	1
Mar	13	6	0	0
Apr				
May				
Jun				



*Violations include unfixed leaks and drought restrictions.

REQUESTS FOR PAYMENT EXTENSION and CUSTOMER ASSISTANCE PROGRAM

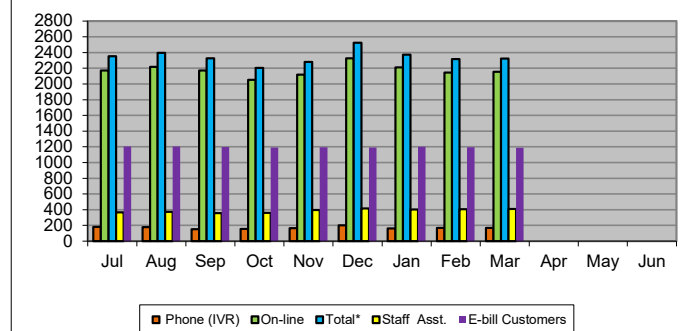
Month	Requested	Approved	Active	CARE	LIHWAP*
Jul	3	3	7	70	0
Aug	3	3	9	70	0
Sep	3	3	10	72	1
Oct	0	0	3	73	1
Nov	7	7	12	75	0
Dec	4	4	9	77	0
Jan	3	3	9	77	1
Feb	3	3	4	79	0
Mar	4	4	11	78	0
Apr					
May					
Jun					



*Low Income Household Water Assistance Program (federal-funded).

PAYMENTUS ACTIVITY

Month	Phone (IVR)	On-line	Total*	Staff Asst.	E-bill Customers
Jul	182	2172	2,354	366	1205
Aug	180	2216	2,396	372	1205
Sep	153	2173	2,326	357	1198
Oct	154	2051	2,205	361	1192
Nov	164	2117	2,281	396	1194
Dec	200	2325	2,525	415	1193
Jan	163	2211	2,374	403	1202
Feb	170	2146	2,316	406	1196
Mar	169	2155	2,324	410	1188
Apr					
May					
Jun					



*Staff Assist and some E-bill Customers are included in this total.

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**Triunfo Water & Sanitation District
March 2024 Outreach Update**

Project Meetings / Project Management

- Weekly project meetings and email communications with PIO
- Annual online marketing meeting

Website

- Weekly maintenance checks
- Added the Board vacancy announcement to the website

News Releases / Media Relations

- *Triunfo Water & Sanitation District Fills Board Vacancy* – prepared news release. Sent/posted on March 20.

Social Media

- Social posts & graphics
 - Pure Water Project Survey
 - Water Smart Classes
 - Student artwork contest
 - Board meeting
 - Fix a Leak Week
 - Board vacancy filled
 - Office closure
- Social media geotargeted advertising (Facebook)
- March Water E-News
- Online marketing reporting

Print

- March utility bill insert – illustration, layout & file preparation.

TWSD March 2024 Clips

Agoura Acorn

<https://www.theacorn.com/articles/jarecky-is-orkneys-replacement-at-triunfo-water/>

AmericanTowns/Westlake Village

<https://www.americantowns.com/news/triunfo-water-sanitation-district-fills-board-vacancy-31654294-westlake-village-ca.html>

Amigos805.com

<https://amigos805.com/triunfo-water-sanitation-district-fills-board-vacancy/>

Conejo Chamber

<https://www.conejochamber.org/news/details/triunfo-water-sanitation-district-fills-board-vacancy-03-20-2024>

Conejo Valley Guide

<https://www.conejovalleyguide.com/community-forum?wtp=post%2Ftriunfo-water-sanitation-district-fills-board-vacancy-13184461%3Ftrail%3D20>

PRLog.org

<https://www.prlog.org/13012618-triunfo-water-sanitation-district-fills-board-vacancy.html>

(205 views)

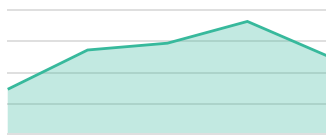
Thousand Oaks Acorn

<https://www.toacorn.com/articles/water-district-fills-board-vacancy/>

ANALYTICS TRAFFIC OVERVIEW

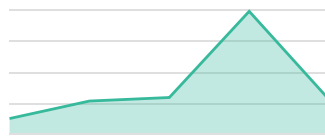
TOTAL USERS

2,392



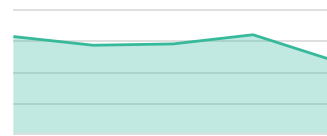
PAGE VIEWS

7,842



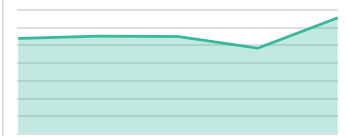
BOUNCE RATE

43.77%



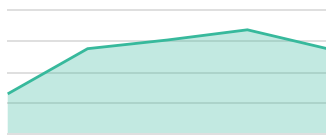
AVERAGE SESSION DURATION

00:02:46



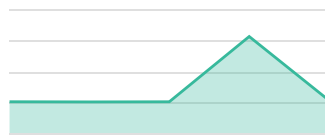
SESSIONS

3,322



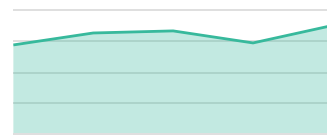
PAGE VIEWS PER SESSION

2.36



SESSIONS PER USER

1.40



TOP SESSIONS BY SOURCE

Source	Sessions
(direct)	1,480
google	987
my-tdca.sensus-analytics.com	160
ipn.paymentus.com	120
bing	92
m.facebook.com	82
rida.tokyo	74
facebook	53
newsletter	37
linkedin.com	28

SESSIONS COMPARED TO PREVIOUS YEAR

Channel Grouping	Sessions	
Direct	1,480	+353
Organic Search	1,118	-81
Referral	438	+96
Organic Social	222	+154
Email	37	-20
Unassigned	8	-8

TOP SESSIONS BY CITY

City	Sessions
Los Angeles	726
Agoura Hills	473
Thousand Oaks	460
Westlake Village	261
(not set)	189
Coffeyville	79
Warsaw	74
Ashburn	54
San Diego	44
Calabasas	41

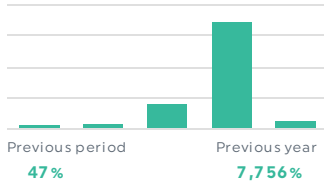
TOP SESSIONS BY LANDING PAGE

Landing page	Sessions
/	1,764
/water-service/	355
(not set)	208
/careers/	110
/student-art-calendar-contest/	80
/calleguas-las-virgenes-interconnection/	61
/public-information/	59
/board-vacancy-appl-02-2024/	49
/contact/	41
/water-smart-classes/	31

FACEBOOK

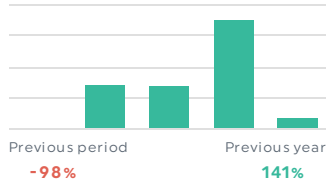
PAGE IMPRESSIONS

36,452



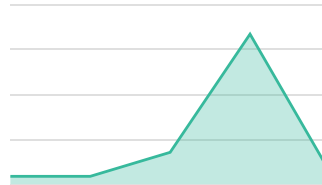
POST REACH

268



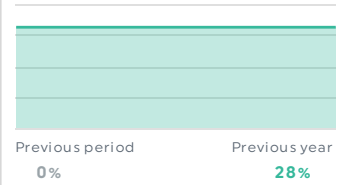
PAGE ENGAGED USERS

354



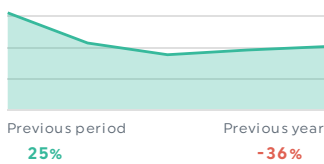
FOLLOWERS

131



PAGE ENGAGEMENT RATE

0.97%




PAGE VIDEO VIEWS

9



TOP POSTS BY ENGAGEMENT RATE (WITH IMAGE)

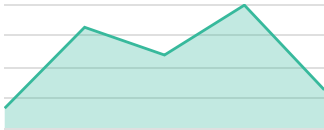
Post With Image

	Engagement Rate	Post Comments	Post Shares	Post Reach ▾
 Attention, student artists! Students (K-12) who live in Oak Park, CA are invited to submit original water-related artwork to the Metropolitan Water District of Southern California Annual Art Calendar contest!	10.00%	1	0	30
 The Las Virgenes-Triunfo Joint Powers Authority (JPA) is interested in hearing your opinion about using purified recycled water as part of the District's potable water supply. The JPA Pure Water Project will use advanced	14.29%	0	0	28
 DYK? A leaky toilet can cause anywhere from 10-300 gallons of water to be wasted each hour?! ☹️ It's "Fix-a-Leak Week" and today we have a few tips to check if you have a leaky toilet! 🚰 The simplest way to know if	4.17%	0	0	24
 Learn the benefits of using drip irrigation in your home landscape at our FREE Hands-On Drip Irrigation Workshop on Saturday, March 23 - 9 am - 11 am! Learn about drip irrigation and how to properly install and	8.70%	0	0	23

LINKEDIN

IMPRESSIONS

1,735

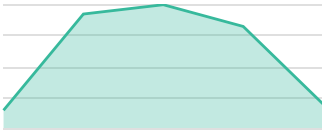


Previous period
45%

Previous year
399%

ENGAGEMENT

124

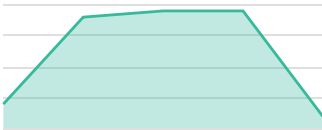


Previous period
24%

Previous year
396%

LIKES

62

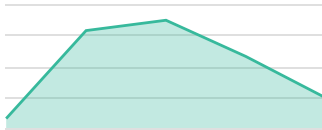


Previous period
77%

Previous year
377%

CLICKS

62



Previous period
-2%

Previous year
417%

MAILCHIMP

LIST SUBSCRIBER COUNT

1,626

UNIQUE OPEN RATE

62.09%



Previous period
-10%

Previous year
-11%

CLICK RATE

1.01%



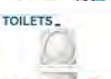






Previous period
-50%

Previous year
-72%

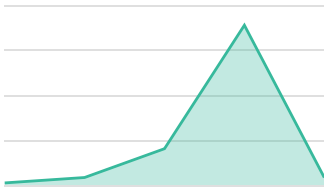
FACEBOOK ADS

ENGAGEMENT BY AD WITH IMAGE

Campaign Name	Link Clicks ▾	CTR (All)	CPC (All)	Amount Spent
SHOWERHEADS  Fix a Leak Week: Showerheads - March 2024 (id : 120204740345060639)	88	0.96%	\$0.64	\$62.50
OUTDOORS  Fix a Leak Week: Outdoors - March 2024 (id : 120204740497670639)	76	0.91%	\$0.69	\$62.50
TOILETS  Fix a Leak Week: Toilets - March 2024 (id : 120204740264260639)	73	0.82%	\$0.70	\$62.50
 Drip Irrigation Workshop Reminder - March 2024 (id : 120204740727800639)	72	1.01%	\$0.55	\$50.00
FAUCETS  Fix a Leak Week: Faucets - March 2024 (id : 120204740420530639)	67	0.79%	\$0.83	\$62.50
 Pure Water Survey - March 2024 (id : 120204740623400639)	59	0.54%	\$0.65	\$50.00
 Student Art Contest - Feb 2024 (id : 120204512725600639)	53	1.11%	\$0.49	\$40.38
Total	488	0.85%	\$0.65	\$390.38

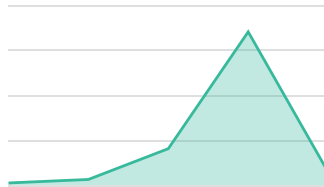
CLICKS (ALL)

603



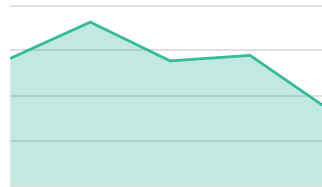
IMPRESSIONS

71,301



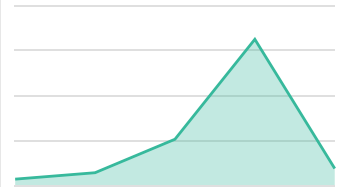
CTR (ALL)

0.85%



REACH

19,968

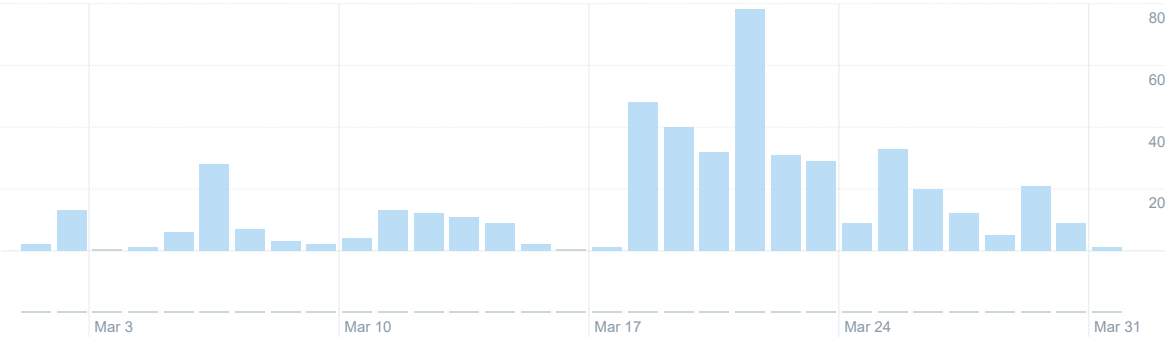


Tweet activity




March 2024

Exp

Your posts earned **482 impressions** over this **31 day** period



YOUR POSTS
During this 31 day period, you earned **impressions** per day.

Posts	Top posts	Posts and replies	Promoted	Impressions	Engagements	Engagement rate
<div><div></div><div>(https://twitter.com/TriunfoWSD)</div><div>Triunfo Water & Sanitation District @TriunfoWSD</div><div>(https://twitter.com/TriunfoWSD) · Mar 29</div><div>(https://twitter.com/TriunfoWSD/status/1773833383698714667)</div><div>In observance of Cesar Chavez Day, our offices will be closed on Monday, April 1.</div><div>Usual customer service hours are Monday–Friday from 8:30 a.m. to Noon & 1:30 p.m. to 5 p.m. If you experience a water or sewer emergency, you can always reach us at (805) 389-9406. pic.twitter.com/CYYxG7de23 (https://t.co/CYYxG7de23)</div><div>View post activity</div></div>				16	0	0.0%
<div><div></div><div>(https://twitter.com/TriunfoWSD)</div><div>Triunfo Water & Sanitation District @TriunfoWSD</div><div>(https://twitter.com/TriunfoWSD) · Mar 22</div><div>(https://twitter.com/TriunfoWSD/status/1771296647533719701)</div><div>It's "Fix-a-Leak Week" and today we focus on outdoor leaks! 🚰 It's crucial to give your in-ground irrigation system a once-over before firing it up and Don't forget to check your garden hose for leaks at its connection to the spigot!</div><div>#fixaleakweek (#fixaleakweek) #EPAWatersense (#EPAWatersense) @EPAWatersense (@EPAWatersense) pic.twitter.com/8ddJ7fywMX (https://t.co/8ddJ7fywMX)</div><div>View post activity</div></div>				36	1	2.8%
<div><div></div><div>(https://twitter.com/TriunfoWSD)</div><div>Triunfo Water & Sanitation District @TriunfoWSD</div><div>(https://twitter.com/TriunfoWSD) · Mar 22</div><div>(https://twitter.com/TriunfoWSD/status/1771206411352945145)</div><div>This month's regular board meeting will be held on Monday, March 25, at 5:15 p.m., at the Triunfo Board Room, 370 North Westlake Boulevard, Suite 100, Westlake Village. For those unable to attend in person, public</div></div>				9	0	0.0%

Engagements

Showing 31 days with daily frequency

Engagement rate
1.7%
0.0% engagement



Link clicks
0

On average, you earned **0 link** per day

Retweets without comments
1
0 Retweets without comments

On average, you earned **0 Ret without comments** per day

Likes
14



On average, you earned **0 like**

Replies
0

members can join the meeting via Zoom.

[bit.ly/3lt1rm9](https://t.co/HbZr51LGCo) (<https://t.co/HbZr51LGCo>)

[View post activity](#)

On average, you earned **0 repl**
day



(<https://twitter.com/TriunfoWSD>)

45

1

2.2%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 21

(<https://twitter.com/TriunfoWSD/status/1770934454095118764>)

A showerhead leaking at a rate of 10 drips per minute can waste over 500 gallons of water in a year! 🌧️ It's "Fix-a-Leak Week" and today we have a few tips to check if you have a leaky showerhead! Check out this video and learn to upgrade your showerhead. [youtube.com/watch?v=5osCKF...](https://www.youtube.com/watch?v=5osCKF...) (<https://t.co/57aoYlhmXJ>)
pic.twitter.com/ThaFNAjpQX (<https://t.co/ThaFNAjpQX>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

13

0

0.0%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 21

(<https://twitter.com/TriunfoWSD/status/1770874112283410677>)

The Triunfo Water & Sanitation District board of directors selected Carl Jarecky to fill a board vacancy created when Director Janna Orkney resigned. Jarecky will serve the remainder of the current term and run for election at the end of 2024.
bit.ly/497eVyZ (<https://t.co/MAdpeP0dQt>)
pic.twitter.com/mzodRN25Wu (<https://t.co/mzodRN25Wu>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

20

0

0.0%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 20

(<https://twitter.com/TriunfoWSD/status/1770572042674327893>)

It's "Fix-a-Leak Week" and today we have a few tips to fix a leaky faucet! 🚰 Did you know that those tired old faucet washers and gaskets are often the culprits behind annoying leaks?

🔧 Check out the tutorials to guide you through fixing faucets. epa.gov/watersense/fix...
(<https://t.co/ONlw4qqH3a>) pic.twitter.com/5W6pjGGo8H
(<https://t.co/5W6pjGGo8H>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

37

2

5.4%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 19

(<https://twitter.com/TriunfoWSD/status/1770104547702120615>)

It's "Fix-a-Leak Week" and today we have a few tips to check if you have a leaky toilet! 🚽 1 Listen to it! 2 Put a couple drops of food coloring in the tank. If the water in the bowl changes color, you might have a leak! 3 Check your online portal. my-bsdca.sensus-analytics.com/login.html#/ac... (<https://t.co/2vrQ5p44wZ>)
pic.twitter.com/wjEdQEeCUOo (<https://t.co/wjEdQEeCUOo>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

29

2

6.9%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 18

(<https://twitter.com/TriunfoWSD/status/1769847127952232957>)

How important is it to put a stop to leaks? Here are a few stats! 🌊

#fixaleakweek (<https://twitter.com/hashtag/fixaleakweek?src=hash>)

#EPAWatersense

(<https://twitter.com/hashtag/EPAWatersense?src=hash>)

@EPAWatersense (<https://twitter.com/EPAwatersense>)

pic.twitter.com/0FD1Fw2JVR (<https://t.co/0FD1Fw2JVR>)

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(<https://twitter.com/TriunfoWSD>)

126

3

2.4%

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(<https://twitter.com/TriunfoWSD>) · Mar 18

(<https://twitter.com/TriunfoWSD/status/1769847126975004985>)

💧🌟 Get ready to roll up those sleeves and tackle leaks head-on because Fix-a-Leak Week is here! Starting today, keep an eye on our social media for your daily dose of leak-busting facts, tips and tricks! 🛠️

#fixaleakweek (<https://twitter.com/hashtag/fixaleakweek?src=hash>)

#EPAWatersense

(<https://twitter.com/hashtag/EPAWatersense?src=hash>)

@EPAWatersense (<https://twitter.com/EPAwatersense>)

pic.twitter.com/8Dy5OdNf3E (<https://t.co/8Dy5OdNf3E>)

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(<https://twitter.com/TriunfoWSD>)

14

0

0.0%

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(<https://twitter.com/TriunfoWSD>) · Mar 18

(<https://twitter.com/TriunfoWSD/status/1769764828250313159>)

TONIGHT - the Triunfo Water & Sanitation District board of directors will be holding a special board meeting to interview, select and appoint a community member to fill the board vacancy.

More information:

trunfowsd.com/calendar/spec-... (<https://t.co/A2SdLzczg1>)

pic.twitter.com/uAATdeY4aE (<https://t.co/uAATdeY4aE>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

22

1

4.5%

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(<https://twitter.com/TriunfoWSD>) · Mar 12

(<https://twitter.com/TriunfoWSD/status/1767672776700178500>)

🎨 Attention students from Oak Park! 🎨 The Metropolitan Water District of Southern California is inviting all K-12 students to enter in their Annual Art Calendar contest! Info 📄 bit.ly/3US83SD (<https://t.co/7Vc3e0bfw7>)

Artwork Credit: 2023 Winner: Jessica Joel, Grade 5 at Red Oak Elementary pic.twitter.com/DdaAvZHMUw (<https://t.co/DdaAvZHMUw>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

15

0

0.0%

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(<https://twitter.com/TriunfoWSD>) · Mar 11

(<https://twitter.com/TriunfoWSD/status/1767231364863279383>)

Today is #WorldPlumbingDay

(<https://twitter.com/hashtag/WorldPlumbingDay?src=hash>)!

Triunfo, @WPlumbingCouncil

(<https://twitter.com/WPlumbingCouncil>), and sanitation agencies and plumbers all around the world work hard to protect public health.

Find out how you can spread the word:

worldplumbing.org/world-plumbing...

(<https://t.co/AnPzNiquml>) [pic.twitter.com/PkNxr4cY76](https://t.co/PkNxr4cY76)

(<https://t.co/PkNxr4cY76>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

10

0

0.0%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 7

(<https://twitter.com/TriunfoWSD/status/1765876226927792383>)

Learn the benefits of using drip irrigation in your home landscape at our FREE Hands-On Drip Irrigation Workshop on Saturday, March 23 - 9 am - 11 am! Register now [▶](#) [bit.ly/3w9WJa3](https://t.co/md694LUQFA) (<https://t.co/md694LUQFA>)

[pic.twitter.com/MBE9exOmOs](https://t.co/MBE9exOmOs) (<https://t.co/MBE9exOmOs>)

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(<https://twitter.com/TriunfoWSD>)

18

2

11.1%

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(<https://twitter.com/TriunfoWSD>) · Mar 6

(<https://twitter.com/TriunfoWSD/status/1765195933220741280>)

The Las Virgenes-Triunfo Joint Powers Authority (JPA) is interested in hearing your opinion about using purified recycled water as part of the District's potable water supply. The JPA would like to hear your opinions on this project. Take the survey [▶](#) ourpureh2o.com/pure-water/pur...

(<https://t.co/2LVuc7n7Ep>) [pic.twitter.com/CoXWlprzub](https://t.co/CoXWlprzub)

(<https://t.co/CoXWlprzub>)

[View post activity](#)



(<https://twitter.com/TriunfoWSD>)

25

4

16.0%

Triunfo Water & Sanitation District @TriunfoWSD

(<https://twitter.com/TriunfoWSD>) · Mar 5

(<https://twitter.com/TriunfoWSD/status/1765151748359069888>)

We welcomed Brownies from #OakParkCA

(<https://twitter.com/hashtag/OakParkCA?src=hash>) Girl Scout Troop 65519! After learning about water, these smart future leaders then traveled to @LVMWD

(<https://twitter.com/LVMWD>) to plant drought-friendly succulents, plant wildflower seeds, and to practice some new, water-saving habits!

#girlpower (<https://twitter.com/hashtag/girlpower?src=hash>)

#waterconservation

(<https://twitter.com/hashtag/waterconservation?src=hash>)

[pic.twitter.com/BsTDWprz6E](https://t.co/BsTDWprz6E) (<https://t.co/BsTDWprz6E>)

[View post activity](#)

You've reached the end of posts for the selected date range. Change date selection to view more.





Board of Directors

James Wall, Chair

Raymond Tjulander, Vice Chair

Jane Nye, Director

Leon Shapiro, Director

Carl Jarecky, Director

Providing Outstanding Service Since 1963

April 22, 2024

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

WATER CONSERVATION CUSTOMER REBATE PROGRAM

The FY 2024 budget allocates \$3,312 for Triunfo Water & Sanitation District's (TWSD) participation in the Metropolitan Water District (MWD) water conservation rebate program to supplement a variety of water-saving devices.

From July 1, 2023, through March 31, 2024, MWD reported TWSD customer rebate payments for:

High-efficiency clothes washers	High-efficiency toilets	Weather-based irrigation controllers	Rotating sprinkler nozzles	Rain barrels
16	2	12	0	0

After the combined rebate contributions of MWD and Calleguas MWD, TWSD's allocation status on March 31, 2024, was:

Allocated Funds	Amount Committed to Date	Amount of Initial Allocation Remaining
\$3,312.00	501.99	\$2,810.01

Please contact me at (805) 658-4602 or fidelagarcia@trunfowsd.com if you have any questions.

FIDELA GARCIA, CLERK OF THE BOARD

REVIEWED AND APPROVED

A handwritten signature in black ink, appearing to read "Mark Norris", is written over a horizontal line.

Mark Norris - General Manager

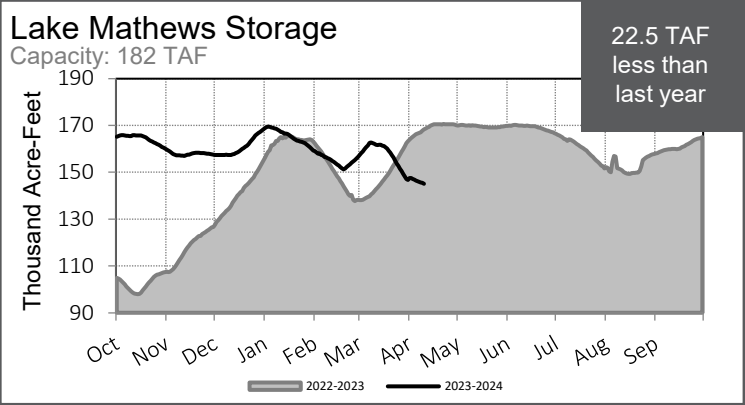
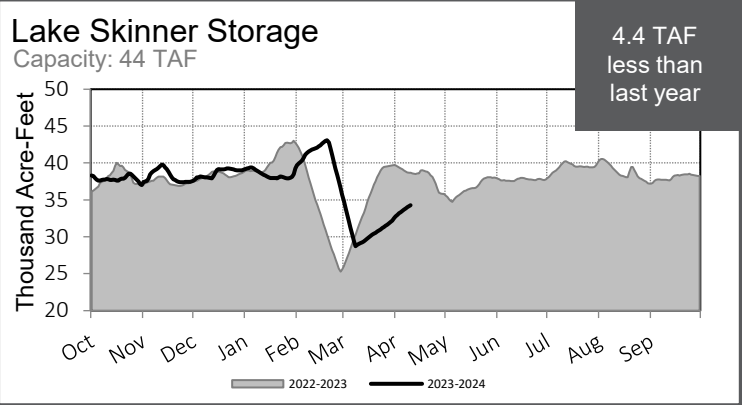
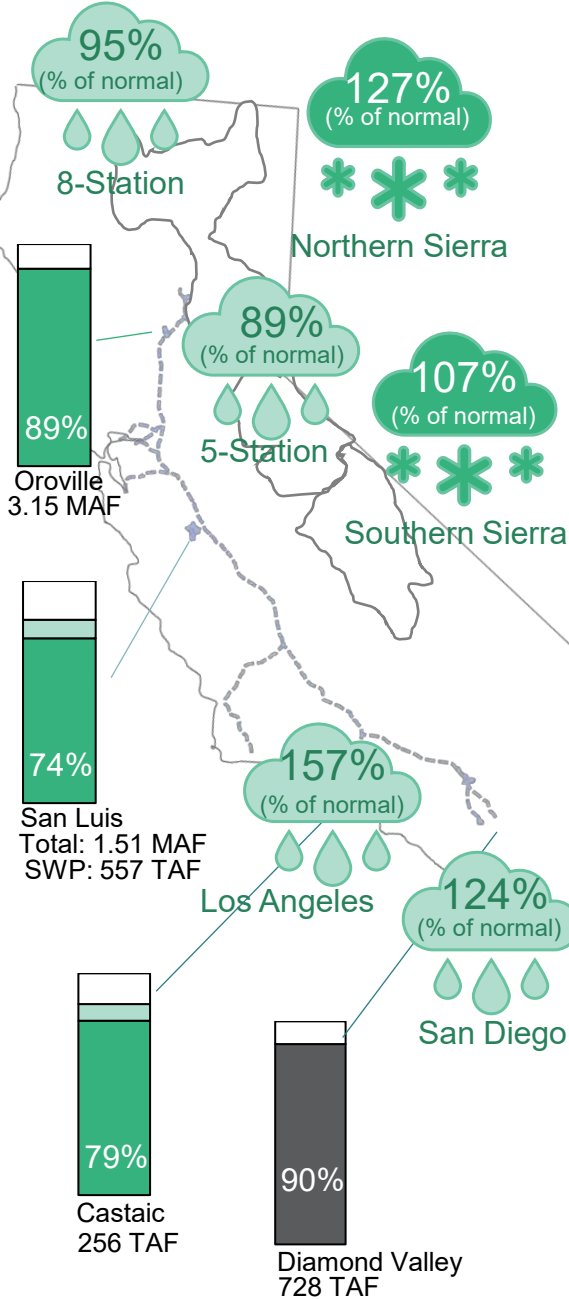
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2024 SWP Table A – 30% - 573,450 AF

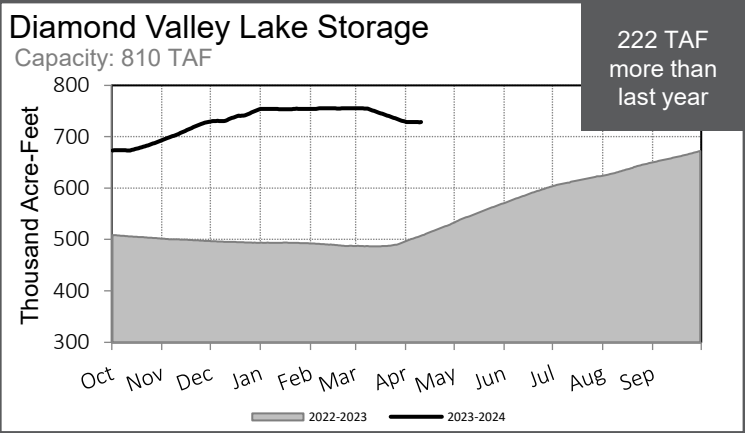
Projected 2024 CRA Diversions – 984,000 AF

Metropolitan Resources



MWD WSDM Storage
Calendar Year 2024

	Take Capacity (2024)
Lake Mead ICS	212,000 acre-feet
State Water Project System	592,000 acre-feet
In-Region Supplies and WSDM Actions	634,000 acre-feet



Highlights

- Learn more about imported supplies:
- State Water Project - <https://www.mwdh2o.com/state-water-project-map/>
 - Colorado River Aqueduct - <https://www.mwdh2o.com/colorado-river-aqueduct-map/>



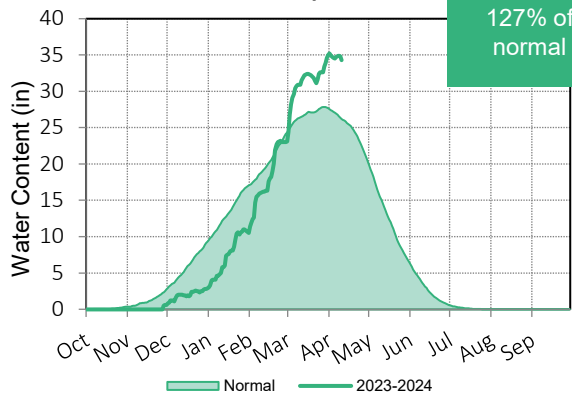
This report is produced by the Water Resource Management Group and contains information from various federal, state, and local agencies. The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information. Readers should refer to the relevant state, federal, and local agencies for additional or for the most up to date water supply information. Reservoirs, lakes, aqueducts, maps, watersheds, and all other visual representations on this report are not drawn to scale.

State Water Project Resources

As of: 04/09/2024

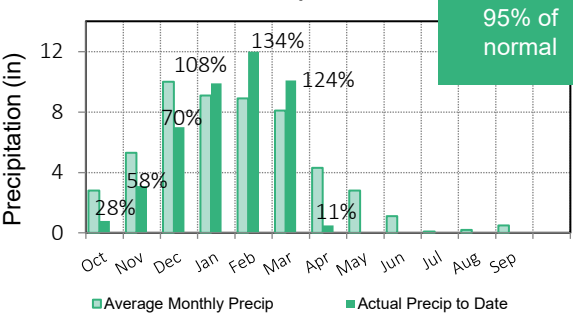
Northern Sierra Snowpack

34.8 in
127% of normal



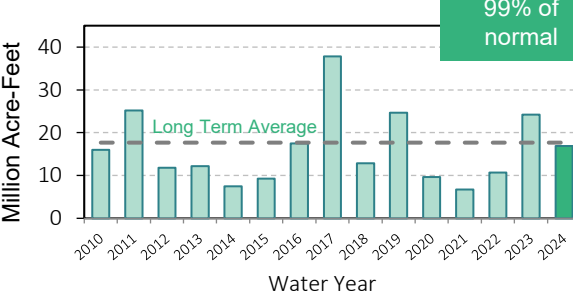
8 Station Index Precipitation

43.4 in
95% of normal



Sacramento River Runoff

Forecast:
99% of normal

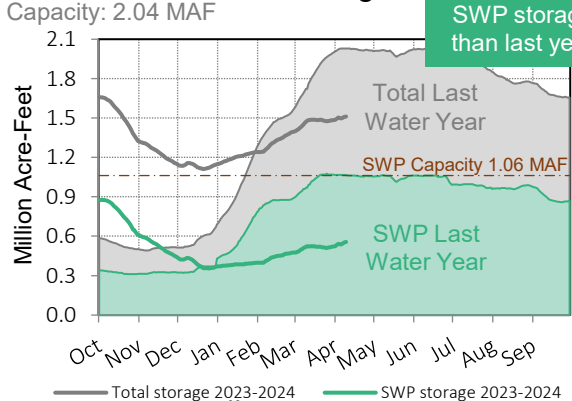


Other SWP Supplies - Carryover Calendar Year 2024

Article 56c 200,000 acre-feet
Article 12e 8,400 acre-feet
Article 14b 19,500 acre-feet

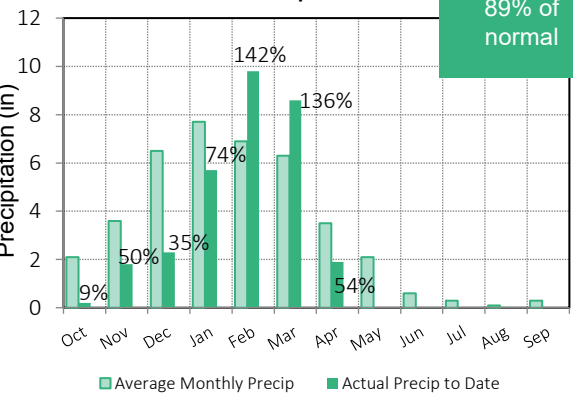
San Luis Reservoir Storage

508 TAF less
SWP storage
than last year



5 Station Index Precipitation

30.3 in
89% of normal

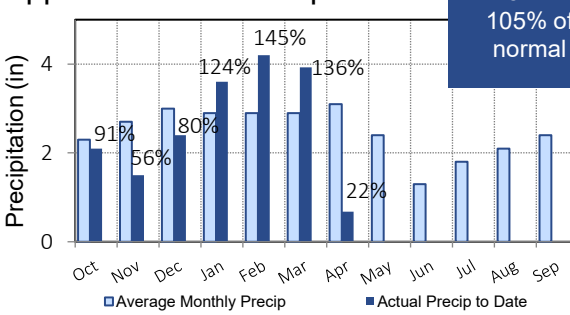


Colorado River Resources

As of: 04/09/2024

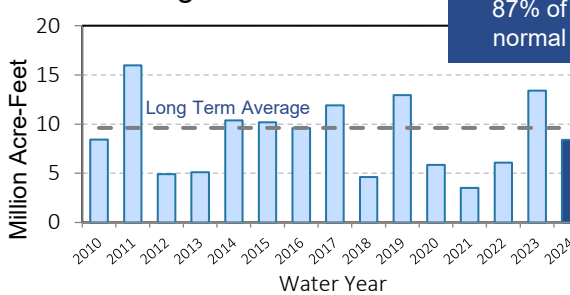
Upper Colorado Precipitation

18.4 in
105% of normal

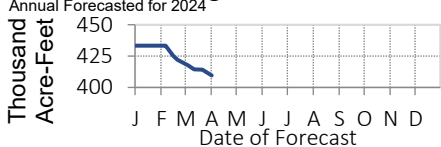


Powell Unregulated Inflow

Forecast:
87% of normal



PVID/Yuma Agricultural Use



Forecasted
Use for 2024:
409 TAF

Projected Lake Mead ICS

Calendar Year 2024

Put (+) / Take (-)
30,000

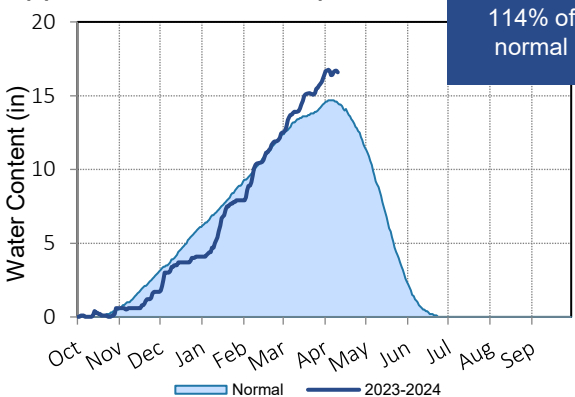
Lake Mead Surplus/Shortage Outlook

	2024	2025	2026
Surplus	0%	0%	0%
Shortage	100%	90%	83%
Metropolitan DCP*			10% 195 TAF

Likelihood based on results from the January 2024 CRMMS in Ensemble Model/CRSS model run. Includes DCP Contributions.
* Chance of required DCP contribution by Metropolitan. Volume is average contribution when needed.

Upper Colorado Snowpack

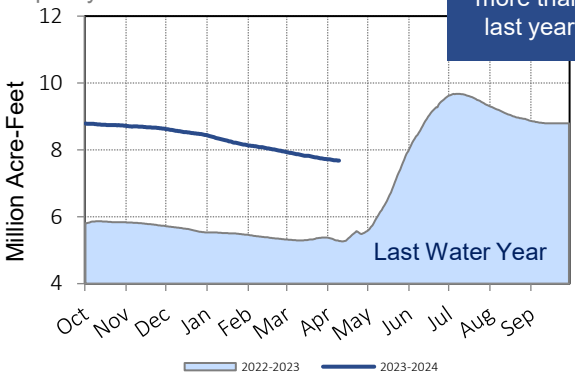
16.7 in
114% of normal



Lake Powell Storage

Capacity: 24.3 MAF

2.40 MAF
more than
last year



Lake Mead Storage

Capacity: 26.1 MAF

2.14 MAF
more than
last year

