



AGENDA

March 28, 2024 at 3:00 pm

Council Chambers, Ojai City Hall

401 South Ventura Street, Ojai, CA 93023

Phone: 805.640.1207 **Web site:** obgma.com

Email: obgma@aol.com

Board of Directors

Richard Hajas, Casitas Municipal Water District

Jim Finch, Ojai Water Conservation District

Peter Thielke, Mutual Water Companies

Bob Daddi, Community Facilities District

Andrew Whitman, City of Ojai

Zoom Teleconferencing for Public Call in Participation:

1. Zoom Dial in Information: 1-669-900-9128, Meeting ID: 827 5712 7464, Password: 218792.

For Public Viewing

2. Zoom Meeting

Link: <https://us02web.zoom.us/j/82757127464?pwd=Rm5JenhNUDNvRVovaEUwMzdScnFRdz09>

3. www.OBGMA.com

4. City of Ojai YouTube Channel at:

<https://www.youtube.com/channel/UC3DhCB5Z1DynNC7n8qcNeDQ/live> (2 Minute delay of transmission)

5. In Ojai, CA: Spectrum Channel 10.

Public Comments: Members of the public may provide public comments under Item 6 or on each agenda item presented herein. Please wait until the Board Chair asks if any members of the public wish to comment. This will provide for orderly participation during the meeting.

Members of the public may also submit written public comments in advance via e-mail no later than 12:00 p.m. on the day of the meeting. Public comment e-mails should be sent to

OBGMA@aol.com "Attention Board of Directors".

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. DIRECTOR ANNOUNCEMENTS/REPORTS/COMMENTS

- Mutual Water Companies
- Ojai Water Conservation District
- City of Ojai
- Casitas Municipal Water District
- Community Facilities District – CMWD Ojai Service Area

4. GENERAL MANAGER COMMENTS

5. BASIN STATUS REPORTS

- Current Status of Basin: Input, Output, and Storage

6. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

The Board will receive comments from the public at this time. Other than for emergency items, no action can be taken during this period. Matters raised at this time may be briefly discussed by the Board and will generally be referred to staff and/or placed on a subsequent agenda.

7. CONSENT AGENDA

- a. Financial Report for February 2024
- b. Minutes of the February 29, 2024, meeting

8. DISCUSSION ITEMS

- a. Well Application Cost Recovery and Agreement
- b. Legislative Ad-Hoc Committee Update
- c. Meter Compliance Ad-Hoc Committee Update

9. ADJOURNMENT

The regular meetings of the Ojai Basin Groundwater Management Agency are scheduled for the last Thursday of each month. The meeting agenda will be posted at Ojai City Hall and the OBGMA website 72 hours prior to the meeting.

The next regular meeting of the Ojai Basin Groundwater Management Agency is scheduled for April 25, 2024, at 3:00 p.m. to be held in the Council Chambers at Ojai City Hall and by Zoom Teleconferencing. Please contact OBGMA by email at obgma@aol.com or by calling 805.640.1207 with any questions.

Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, General Manager
Subject: Financial Report for February 2024
March 28, 2024

Recommendation

- Approve Financial Report for February 2024

Background and Discussion

The February 2024 Financial Report is attached for review and approval. Extractions and associated charges were updated from the January 2024 report.

Budget Impact

There is no immediate budget impact related to approval of the Financial Report.

Attachment: February 2024 Financial Report

OBGMA
Budget Actuals FYTD 22/23

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	YTD
Beginning Bank Balance						
Checking	53,370.69	98,401.77	112,952.56	117,678.55	147,685.03	
Savings	5,023.80	5,023.80	5,023.80	5,024.43	5,024.43	
	58,394.49	103,425.57	117,976.36	122,702.98	152,709.46	
Income						
Returned Check Charges						-
GSP Extraction Fees	34,707.16	11,041.73	4,340.84	30,138.87	6,032.76	86,261.36
Well Head Fee	4,915.57	6,914.71	2,871.00	8,471.44	3,830.39	27,003.11
Interest Charges	115.07	349.18		27.50	102.77	594.52
Recordation Fee	358.07	464.40	119.00	636.65	220.00	1,798.12
Extraction Charges	24,118.16	10,747.93	1,025.25	21,213.02	4,122.52	61,226.88
Savings Acct Interest			0.63			0.63
Total Income	64,214.03	29,517.95	8,356.72	60,487.48	14,308.44	176,884.62
Total Income	64,214.03	29,517.95	8,356.72	60,487.48	14,308.44	176,884.62
Expense						
Equipment Purchased						-
Advertising	97.75		432.14			529.89
Computer Repairs						-
Dues & Subscriptions					100.00	100.00
Printing and Reproduction						-
Liability Insurance						-
Postage and Delivery	367.99	19.99	119.99	89.98	19.99	617.94
Bank Service Charges						-
Workers Comp Ins	(100.00)					(100.00)
Office Supplies	(254.07)	1,796.07	143.03		96.25	1,781.28
Payroll Expenses	2,806.88	2,614.83	2,393.34	2,026.74	3,388.87	13,230.66
Professional Fees	14,657.51	10,347.94		25,855.18	24,145.20	75,005.83
Website Expense						-
Rent	923.00	923.00	923.00	1,046.00	800.00	4,615.00
Travel						-
Telecommunications	68.52	77.97	77.97	77.97	77.97	380.40
Total Expense	18,567.58	15,779.80	4,089.47	29,095.87	28,628.28	96,161.00
Net Ordinary Income	45,646.45	13,738.15	4,267.25	31,391.61	(14,319.84)	80,723.62
Grant Activity						
WCB Grant Income						-
WCB (WS) Expenses						-
GSP Expenses						-
	-	-	-	-	-	-
Net Income	45,646.45	13,738.15	4,267.25	31,391.61	(14,319.84)	80,723.62
Other Adjustments						
Deposit Paid						
Transfer to Savings						
Transfer From Savings						
Deposit Adj from Bank						
Payroll Tax Liab Paymts	1,460.22			1,828.31		
Payroll Liab on hold	516.76	543.89	459.37	443.18	738.81	
Customer Overpayments	328.09	268.75				
Nominal Over/Short						
Refund- Work Comp Ins						
Customer Credits Applied						
Refunds						
State Comp Fund Dividend						
Rent Reimbursement						
Customer Reimbursement						
Ending Bank Balance						
Checking	98,401.77	112,952.56	117,678.55	147,685.03	134,104.00	
Savings	5,023.80	5,023.80	5,024.43	5,024.43	5,024.43	
	103,425.57	117,976.36	122,702.98	152,709.46	139,128.43	

OBGMA
Cash Flow
As of February 29, 2024

Ending Cash Balances as of January 31, 2024

Bank of the Sierra-Checking	147,685.03
Bank of the Sierra-Savings	5,024.43
	<u>152,709.46</u>

Inflows

GSP Extraction	6,032.76
Well Head Fee	3,830.39
Interest Charge On Extraction	102.77
Recordation Fee	220.00
Extraction Charges	4,122.52
	<u>14,308.44</u>

Outflows

Postage and Delivery	19.99
Dues and Subscriptions	100.00
Office Supplies	96.25
Payroll Expenses	2,650.06
Professional Fees	24,145.20
Rent	800.00
Telephone	77.97
Total Expense	<u>27,889.47</u>

Ending Cash Balances as of February 29, 2024

Bank of the Sierra-Checking	134,104.00
Bank of the Sierra-Savings	5,024.43
Total Checking/Savings	<u>139,128.43</u>

Net Change in Financial Position (13,581.03)

9:36 AM

03/11/24

OBGMA Reconciliation Summary

Bank of the Sierra-Checking, Period Ending 02/29/2024

	<u>Feb 29, 24</u>
Beginning Balance	152,678.02
Cleared Transactions	
Checks and Payments - 9 items	-5,959.21
Deposits and Credits - 6 items	14,308.44
Total Cleared Transactions	<u>8,349.23</u>
Cleared Balance	<u>161,027.25</u>
Uncleared Transactions	
Checks and Payments - 13 items	-27,046.25
Total Uncleared Transactions	<u>-27,046.25</u>
Register Balance as of 02/29/2024	<u>133,981.00</u>
New Transactions	
Checks and Payments - 3 items	-2,648.00
Deposits and Credits - 2 items	2,533.86
Total New Transactions	<u>-114.14</u>
Ending Balance	<u><u>133,866.86</u></u>

OBGMA
Disbursements
As of February 29, 2024

Date	Num	Name	Split	Amount
02/05/2024	ACH	California Association of Mutual Water Co	Dues and Subscriptions	-100.00
02/25/2024	ACH	Stamps.com	Postage and Delivery	-19.99
02/27/2024	ACH	Help4Access	Professional Fees	-1,225.00
02/09/2024	ACH	Staples	Office Supplies	-96.25
02/15/2024	ACH	Spectrum	Telecommunications	-77.97
02/01/2024	3564	Michelle Gaston	Professional Fees	-400.00
02/26/2024	3565	417 Bryant Circle LLC	Rent	-800.00
02/26/2024	3566	Casitas Municipal Water District	Professional Fees	-1,785.00
02/26/2024	3567	Fanning & Karrh CPAs	Professional Fees	-6,312.50
02/26/2024	3568	Hollister & Brace, Attorneys at Law	Professional Fees	-5,931.25
02/26/2024	3569	Kear Groundwater	Professional Fees	-8,491.45
02/29/2024	3570	Ransom, Tara R.	Payroll	-1,133.06
02/29/2024	3571	VanDerMeer, Cece A	Payroll	-1,517.00
				-27,889.47
				<u><u>-27,889.47</u></u>

OBGMA EXTRACTION CHARGES BY PERIOD

2021/2022 Water Year

October/November/December 2021 (1/2022)

(\$25/acre foot)

2022/1	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	419.07	\$10,622.63				
Dom/Land	59.44	\$1,652.62				
Muni/Indus	17.87	\$446.81				
CMWD	288.90	\$7,235.00				
Totals	785.28	\$19,957.06	\$9,750.00	\$570.00	\$27,823.23	\$58,100.29

Jan/Feb/Mar 2022 (2/2022)

(\$25/acre foot)

2022/2	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	493.48	\$12,338.93				
Dom/Land	60.07	\$1,712.40				
Muni/Indus	11.32	\$283.25				
CMWD	243.30	\$6,107.50				
Totals	808.17	\$20,442.08	\$9,880.00	\$590.00	\$29,011.73	\$59,923.81

April/May/June 2022 (3/2022)

(\$25/acre foot)

2022/3	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	753.09	\$19,125.15				
Dom/Land	117.19	\$3,150.05				
Muni/Indus	21.49	\$540.75				
CMWD	361.40	\$9,047.50				
Totals	1253.17	\$31,863.45	\$9,620.00	\$550.00	\$45,264.28	\$87,297.73

July/August/September 2022 (4/2022)

(\$25/acre foot)

2022/4	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	632.86	\$15,975.05				
Dom/Land	89.26	\$2,385.64				
Muni/Indus	34.78	\$869.49				
CMWD	389.70	\$9,742.50				
Totals	1146.60	\$28,972.68	\$9,620.00	\$550.00	\$41,660.27	\$80,802.95

Total for water YTD 10/1/21- 9/30/22

Acre Feet	Charges	Well Head Fee	Recordation Fee	GSP Fees	Total Rec'd
3993.22	\$ 101,235.27	\$38,870.00	\$2,260.00	\$143,759.51	\$286,124.78

OBGMA EXTRACTION CHARGES BY PERIOD

2022/2023

Oct/Nov/Dec 2022		(1-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	339.66	\$8,596.10				
Dom/Land	40.06	\$1,155.75				
Muni/Indus	9.56	\$239.00				
CMWD	299.00	\$7,475.00				
Totals	688.28	\$17,465.85	\$9,295.00	\$535.00	\$23,994.97	\$51,290.82

Jan/Feb/Mar 2023		(2-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	106.78	\$2,764.86				
Dom/Land	36.69	\$1,016.00				
Muni/Indus	1.83	\$47.25				
CMWD	229.50	\$5,737.50				
Totals	374.80	\$9,565.61	\$9,035.00	\$525.00	\$12,410.74	\$31,536.35

April/May/June 2023		(3-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	495.96	\$12,465.87				
Dom/Land	55.69	\$1,436.10				
Muni/Indus	3.63	\$90.75				
CMWD	337.40	\$8,435.00				
Totals	892.68	\$22,427.72	\$9,945.00	\$285.00	\$31,769.24	\$64,426.96

Jul/Aug/Sept 2023		(4-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	643.42	\$16,173.90				
Dom/Land	139.16	\$3,541.08				
Muni/Indus	11.87	\$296.75				
CMWD	493.70	\$12,342.50				
Totals	1288.15	\$32,354.23	\$9,306.65	\$684.00	\$46,263.68	\$88,608.56

Total for water YTD 10/1/22- 9/30/23

Acre Feet	Charges	Well Head Fee	Recordation Fee	GSP Fees	Total Rec'd
3243.91	\$ 81,813.41	\$37,581.65	\$2,029.00	\$114,438.63	\$235,862.69

OBGMA EXTRACTION CHARGES BY PERIOD

2023/2024 Water Year

Oct/Nov/Dec 2023 (1-2024) (\$25/acre for 2023)

	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	384.77	\$9,634.04				
Dom/Land	51.67	\$1,353.50				
Muni/Indus	11.70	\$292.50				
CMWD	401.70	\$10,042.50				
Totals	849.84	\$21,322.54	\$8,645.00	\$640.00	\$30,714.12	\$61,321.66

Jan/Feb/Mar 2024 (2-2024) (\$25/acre for 2024)

	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture						
Dom/Land						
Muni/Indus						
CMWD						
Totals	0.00	\$0.00				\$0.00

April/May/June 2024 (3-2024) (\$25/acre for 2024)

	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture						
Dom/Land						
Muni/Indus						
CMWD						
Totals	0.00	\$0.00				\$0.00

Jul/Aug/Sept 2024 (4-2024) (\$25/acre for 2024)

	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture						
Dom/Land						
Muni/Indus						
CMWD						
Totals	0.00	\$0.00				\$0.00

Total for water YTD 10/1/21- 9/30/22

Acre Feet	Charges	Well Head Fee	Recordation F	GSP Fees	Total Rec'd
849.84	\$ 21,322.54	\$8,645.00	\$640.00	\$30,714.12	\$61,321.66

OJAI BASIN GROUNDWATER MANAGEMENT AGENCY
Minutes of the Regular Board Meeting of February 29, 2024

The Regular Meeting of February 29, 2024, of the Ojai Basin Groundwater Management Agency was called to order at 3:04 PM in the Council Chambers, Ojai City Hall, 401 S. Ventura Street, Ojai, CA 93023.

Attendees were: Board Members: Richard Hajas, Bob Daddi, Andrew Whitman and Peter Thielke. General Manager Julia Aranda (via Zoom) and Secretary/Treasurer Cece VanDerMeer.

Also in attendance: Jordan Kear, Consultant (via Zoom) and Peter Candy, Attorney

1. **Call to Order and Roll Call:** Chair Hajas called the meeting to order at 3:04pm. VanDerMeer called the roll.

2. **Pledge of Allegiance:** Led by Hajas.

3. **Director Announcements/Reports/Comments:**

Mutuals: Thielke reported that Senior Canyon has applied for 2 grants from FEMA.

Ojai Water Conservation District: Absent

City of Ojai: None

Casitas Municipal Water District: Hajas reported that the lake was 87% full.

Community Facilities District Report: None

4. **GENERAL MANAGER COMMENTS:** Julia Aranda reported that the process of updating the access database from 32-bit to 64-bit was successful and we will be working on updating the extraction statements. Aranda stated she reached out to the Small GSA Coalition, which included GSAs from Northern California and some lobbyists, she is planning to continue discussions with them. Aranda reminded the Board that the Form 700s are due by April 1, 2024, and are filed in our office.

5. **BASIN STATUS REPORT:**

Jordan Kear had a presentation "Leaping Recharge Supercharged". Kear reported the Key well was at 87.96' and the Basin was at 94% capacity and there was 66,000 acre-feet in the basin.

6. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA:

None.

7. CONSENT AGENDA:

a. Whitman motioned to approve the Consent Agenda Items. Daddi seconded.

Roll Call vote:

Ayes: Daddi, Whitman, Thielke and Hajas

Noes: None

8. ACTION ITEMS:

a. Community Facilities Director:

Appoint a Director to Represent the Community Facilities District.

Hajas talked to John Willey about remaining as the alternate and asked Daddi if he would be willing to remain as the Director. Hajas asked for comments from the Board, and there were none. Thielke motioned to appoint Daddi for another term on the Board; Hajas seconded.

Roll call vote:

Ayes: Daddi, Thielke and Hajas

Abstain: Whitman

Daddi motioned to appoint John Willey as the alternate; Thielke seconded.

Roll call vote:

Ayes: Daddi, Whitman, Thielke and Hajas

Noes: None

b. Well Verification

Recommended Actions:

- Determine that groundwater extraction by proposed well would not be inconsistent with any sustainable groundwater management program established in the Groundwater Sustainability Plan adopted by OBGMA for the Ojai Valley Groundwater Basin;
- Determine that groundwater extraction by the proposed well would not decrease the likelihood of achieving any sustainability goal for the Basin as covered by the Plan; and
- Adopt Resolution No. 2024-01 Authorizing Well Verification for a Proposed New Well Located Within the Boundaries of the Agency on APN 014-0-040-200, 1388 Orange Road

Aranda stated that this is the well verification that was on the January 25, 2024 Board Meeting located at 1388 Orange Road. Aranda stated that the hydrogeologist issues were addressed and taken care of and a revised memorandum from DBS&A (included in the agenda). Aranda mentioned that the Resolution 2024-01 in the agenda has been revised with no significant changes and has been given separately from the agenda.

Thielke motioned to approve the actions including Resolution 2024-01; Whitman seconded.

Roll call vote:

Ayes: Daddi, Whitman, Thielke and Hajas

Noes: None

c. Ojai Valley Groundwater Basin Annual Report:

Receive and File the Ojai Valley Groundwater Basin Annual Report. Aranda reported that the Annual Report that is due to the DWR to comply with SGMA, is in draft form in the Agenda and Devin Pritchard-Peterson with Dudek, who prepared the Annual Report, gave a presentation on the Annual Report Covering Water Year 2023.

Kevin Delano with the DWR State Water Resource Control Board, stated that he would like to help with the Ojai Basin's approval letter from the DWR on the corrective actions that were mentioned in the letter.

Daddi motioned to accept and file the Annual Report Covering Water Year 2023; Whitman seconded.

Roll call vote:

Ayes: Daddi, Whitman, Thielke and Hajas

Noes: None

9. DISCUSSION ITEMS:

a. Well Application Cost Recovery and Agreement:

Aranda discussed the various resources that are required to approve a well application and there were examples in the agenda of other agencies who had implemented policies and resolutions for well applicants. Hajas directed staff and legal counsel to come up with similar documents for review.

b. Legislative Ad-Hoc Committee Update:

Thielke reported that he had contacted Assembly Member Steve Bennett's assistant, Michelle Sevilla, and they will be meeting on

March 19, 2024. Aranda stated that she will submit some talking points to their staff ahead of time. Whitman stated that he would be interested in looking at issues regarding the massive documents that are required by SGMA. Aranda stated that the Small GSA Coalition she contacted has lobbyists who are working with them regarding assembly bills related to groundwater.

c. Meter Compliance Committee Update:

Hajas reported that he would like to get some data regarding meters that is in our database. Aranda stated that since the Access database is being updated, she will be able to gather the information.

10. ADJOURNMENT

The meeting was adjourned at 4:15 pm. The next regular scheduled meeting will be March 28, 2024 at 3:00 p.m. in the Council Chamber in Ojai City Hall, 401 S. Ventura Street, Ojai.

ATTEST: _____

Ojai Basin Groundwater Management Agency

Memorandum

To: Board of Directors
From: Julia Aranda, PE, General Manager
Subject: Well Application Cost Recovery and Agreement
March 28, 2024

Background and Discussion

At the Board meeting of February 29, 2024, the Board discussed the administration of, and financial impacts to, processing Well Registration and Verification applications. OBGMA, as well as other Groundwater Sustainability Agencies (GSAs), are navigating the implementation of the Sustainable Groundwater Management Act (SGMA) and the Governor's Executive Order N-3-23 for new or modified wells. The Board was presented with sample documentation from similar GSAs to provide applicants with information on the process and criteria for reviewing and administering Well Registration and Verification Requests, as well as a Deposit/Reimbursement Agreement, Indemnification Agreement, and Acknowledgement Form. The attached documents were prepared for OBGMA and are provided for review and feedback.

Final versions of the documents will be presented at the next Board meeting, as well as appropriate Resolutions for Board action to formally implement the process.

Attachments:

1. Draft Process and Criteria for Administering Well Registration and Verification Requests per Executive Order N-3-23
2. Draft Well Registration and Verification Request Acknowledgement Form
3. Draft Deposit/Reimbursement Agreement for Review of Request for Water Well Registration and Verification
4. Draft Water Well Registration and Verification Request Indemnification Agreement



Ojai Basin Groundwater Management Agency

Process and Criteria for Administering Water Well Registration and Verification Requests

Per Executive Order N-3-23

Effective DATE, 2024

This document describes the process and criteria that will be used by the **Ojai Basin Groundwater Management Agency (OBGMA)** to administer requests for written verifications for new well permits under Governor Newsom's Executive Order (EO) N-3-23. Ventura County Public Works Agency (VCPWA) is responsible for processing applications for well permits in the County, including permits for extraction facilities located in the Ojai Valley Groundwater Basin (OVGB - DWR Bulletin 118 Basin No. 4-002.). OBGMA is the statutorily designated Groundwater Sustainability Agency (GSA) with management responsibility for the OVGB. (See California Water Code § 10723(c)(1).) Currently VCPWA, in consultation with OBGMA, is processing water well applications for the OVGB in accordance with EO N-3-23 and Ventura County Ordinance No. 4468.

The OVGB is a designated high-priority basin subject to the Sustainable Groundwater Management Act (SGMA) and OBGMA must comply with EO N-3-23. Section 4(a) of EO N-3-23 provides that the County shall not approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to SGMA and classified as medium or high-priority without first obtaining written verification from the applicable GSA managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well (1) would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan (GSP) adopted by that GSA, and (2) would not decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP.

Process Outline:

Requests for the OBGMA to issue a written verification will be administered as set forth below. Those requesting a written verification must submit the following documentation to the OBGMA:

1. Copy of completed County Well Application (including all related records and information)
2. Copy of completed OBGMA Water Well Registration and Verification Request (including all related records and information)
3. OBGMA Acknowledgment Form (signed by the owner of the property)
4. OBGMA Indemnification Agreement (signed by the owner of the property)
5. OBGMA Deposit/Reimbursement Agreement (signed by the owner of the property)

Forms (2) through (5) are available on the OBGMA website (www.obgma.com/forms). Upon receipt of all required documentation, a request for a written verification will be reviewed to initially determine if it can be administered on an expedited basis. Expedited processing may apply to requests relating to water wells located

outside the principal alluvial aquifer comprising the OVGB, and wells that are exempt from EO N-3-23 requirements. Requests not subject to expedited review will undergo additional technical review by OBGMA staff and consultants to determine if groundwater extraction by the proposed well would be inconsistent with any sustainable groundwater management program established in the GSP, or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP. Applicants may request the OBGMA Board to reconsider a decision that denies a verification. All information and documentation submitted to the OBGMA in connection with a request for a written verification shall be deemed public information unless specific exemptions apply as determined by the OBGMA.

Submittals (1) through (5) above and questions about the written verification process can be sent to Julia Aranda, General Manager of the OBGMA at P.O. Box 1779, Ojai, CA 93024, or sent electronically to obgmagm@gmail.com. For inquiries by telephone, please contact Ms. Aranda at 805.640.1207.

Criteria Outline:

As set forth above, Section 4(a) of Executive Order N-3-23 requires a written verification from the applicable GSA to address whether groundwater extraction by a proposed well would be inconsistent with any sustainable groundwater management program established in any applicable GSP adopted by the GSA, or would decrease the likelihood of achieving a sustainability goal for the basin covered by the GSP. SGMA defines sustainable groundwater management as “the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results” (California Water Code § 10721).

The OBGMA, with input from its consultants, has developed a set of criteria for evaluating the impacts of a proposed new or modified well on the long-term sustainability in the OVGB. The GSP adopted by the OBGMA on January 6, 2022, and approved by the California Department of Water Resources on October 26, 2023, outlines the Sustainability Goal for the Basin, which defines long-term sustainability for the OVGB. As stated in Chapter 3 of the GSP:

The OBGMA’s sustainability goal is to preserve the quantity and quality of groundwater in the Ojai Basin in order to protect and maintain the long-term water supply for the common benefit of the water users in the Basin. The GSP is intended to also meet the overarching sustainability goal of SGMA to ensure that the OVGB continues to operate within its sustainable yield and does not exhibit undesirable results within the planning and implementation horizon of the GSP (50 years). (See GSP for the Ojai Valley Groundwater Basin, Section 3.1.3.)

Conditions within the OVGB have been sustainable over the modeled period from 1971-2019 (49-year period) and will continue to be considered sustainable so long as the following sustainability goal components continue to be met:

1. Long-term, aggregate groundwater use is less than or equal to the OVGB’s estimated sustainable yield, as defined by SGMA;
2. Groundwater levels are maintained at elevations necessary to avoid undesirable results. Lowering of groundwater levels potentially leading to significant and unreasonable depletions

- of available water supply for beneficial use could occur if groundwater levels fall below minimum thresholds set at representative monitoring points (RMPs);
3. Groundwater quality, as measured in municipal and domestic water wells, generally exhibits a stable and/or improving trend for identified contaminants of concern (COCs): total dissolved solids (TDS), sulfate, chloride, boron, nitrate, iron, and manganese; and
 4. Groundwater quality is suitable for existing beneficial uses.

(See GSP for the Ojai Valley Groundwater Basin, Section 3.1.3., www.obgma.com/sustainability)

Based on the sustainability goal components outlined in the GSP, the OBGMA will use the following criteria, as well as possibly additional criteria, to evaluate the consistency of a proposed new or modified well with the Sustainability Goal for the Basin:

- Will the projected drawdown cause groundwater level minimum threshold exceedances at the nearest representative monitoring points?
- Is the projected production likely to cause long-term exceedance of the sustainable yield of the OVGB?
- Is the project likely to cause exceedance of the minimum thresholds for groundwater quality at the nearest representative monitoring points?
- Will the projected drawdown impact ongoing or future projects aimed at maintaining sustainability or addressing critical data gaps in the OVGB?

While impacts to ongoing or future projects are not explicitly identified as a sustainability goal component in the GSP, certain data gaps were identified in the GSP that limit understanding of the hydrogeologic conceptual model and characterization of all beneficial uses and users of groundwater in the OVGB. The GSP identifies projects that support additional data collection and field investigations to reduce these data gaps. As such, criteria 4 was added to the evaluation to ensure that these projects are not significantly impacted by a proposed well or well modification.

Requests for written verification not subject to expedited review will undergo technical review by OBGMA, its staff and consultants, to determine if groundwater extraction by the proposed new or modified well meet the foregoing criteria. If OBGMA determines that groundwater extraction by the proposed new or modified well does not meet one or more of the foregoing criteria, the proposed well will be considered inconsistent with the requirements of EO N-3-23 Section 4(a) and written verification will be denied. Applicants may request the OBGMA Board to reconsider a decision that denies a well verification.

Thank you for your cooperation in this important process.

Julia Aranda
General Manager
Ojai Basin Groundwater Management Agency
obgmagn@gmail.com
805.640.1207



Ojai Basin Groundwater Management Agency

Acknowledgement Form

Water Well Registration and Verification Request under Executive Order N-3-23

The undersigned as owner of the property where the well is proposed (“Applicant”) is submitting an Application (“Application”) to the Ventura County Public Works Agency (“VCPWA”) for a permit to construct a water well. Pursuant to Executive Order N-3-23, section 4(a), before VCPWA may grant said Application, the Ojai Basin Groundwater Agency (“OBGMA”), as the statutorily designated Groundwater Sustainability Agency (“GSA”) for the Ojai Valley Groundwater Basin (“OVGB”), must provide written verification to VCPWA that “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan ... and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.”

Applicant hereby requests the OBGMA to review the Application and provide the required written verification.

TYPE OF APPLICATION (Check only one)

- Replacement Well
- New or Modified Well

ACKNOWLEDGMENT (Initial the following provisions)

_____ I acknowledge that the Sustainable Groundwater Management Act (“SGMA”) requires the OBGMA, as the exclusive GSA for the OVGB, to sustainably manage the groundwater resources of the Basin.

_____ I acknowledge that the OBGMA is authorized by SGMA to, among other things, limit extractions within its jurisdiction including extractions from a well permitted pursuant to the Application and that a well permit issued by VCPWA does not guarantee the extraction of any specific amount of water now or in the future.

_____ I acknowledge that the OBGMA is authorized to establish, and has established, specific groundwater requirements, including minimum thresholds and measurable objectives, and I agree that my groundwater use is subject to these requirements and other authorities that may be carried out under SGMA.

_____ I acknowledge the OBGMA cannot and does not guarantee any defined water use, water level, or water quality in the Basin.

_____ I acknowledge the OBGMA is not responsible for or otherwise liable for any costs, investments, or payments related to any groundwater well permitted pursuant to the Application, including pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

_____ I acknowledge that the proposed water well, as applicable, will be operated in compliance with all current and future laws, rules, and regulations, including, but not limited to, compliance with any applicable well registration and groundwater production reporting requirements and associated wellhead and extraction fees established by OBGMA.

Print Name of PROPERTY OWNER

Signature of PROPERTY OWNER

Date



**DEPOSIT/REIMBURSEMENT AGREEMENT
FOR REVIEW OF REQUEST FOR WATER WELL REGISTRATION AND VERIFICATION**

THIS DEPOSIT/REIMBURSEMENT AGREEMENT (“Agreement”) is made and effective this ___ day of _____, _____, by and between the Ojai Basin Groundwater Management Agency (“OBGMA” or “Agency”), and as the owner of the property where the well is proposed ___ (“Applicant”). OBGMA and Applicant are each referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS:

A. Applicant is submitting an Application (“Application”) to the Ventura County Public Works Agency (“VCPWA”) for a permit to construct a groundwater well within OBGMA’s jurisdiction. OBGMA is the statutorily designated Groundwater Sustainability Agency (GSA) with management responsibility for the Ojai Valley Groundwater Basin.

B. California Governor Newsom’s Executive Order N-3-23 requires that, before VCPWA grant said Application, OBGMA provide written verification to VCPWA that “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan ... and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.” The Applicant’s request for written verification from the OBGMA will be referred to herein as a “Request.”

C. Pursuant to OBGMA **Resolution No. 2024-__**, review of the Request by the Agency is to be funded by fees paid by the Applicant, and before review begins Applicant must make a deposit in the amount determined by the OBGMA Board of Directors.

D. This Agreement is intended to specify the terms of Applicant’s deposit and reimbursement for the Agency’s review of the Request.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Construction.

This Agreement shall be liberally constructed to accomplish its intent.

2. The Deposit; Additional Advances.

- a) Establishing and Supplementing Deposit. Within three (3) business days following execution of this Agreement, Applicant shall provide to OBGMA an initial deposit of \$3,000.00 (“Initial

Deposit”) to reimburse the Agency for Eligible Expenses, as defined in Section 2(b). OBGMA shall monitor its expenses and the balance in the deposit account and whenever it believes, in good faith, that there will be insufficient funds to pay the Agency’s expenses for the Request for the next ninety (90) days, OBGMA may make one or more written requests for additional funds (each an “Additional Advance”), which shall state the existing balance and the additional amount requested. OBGMA may request the funds it reasonably believes necessary to cover a period of ninety (90) days. The Initial Deposit and Additional Advance funds are hereinafter collectively referred to as the “Deposit.” Applicant shall make the Additional Advance within five (5) business days of the Agency’s written request therefor. If Applicant fails to timely make the Additional Advance, Applicant agrees OBGMA may cease any or all additional work on the Request until the Agency receives the Additional Advance from Applicant.

- b) Eligible Expenses. The Deposit shall be used to reimburse OBGMA for costs incurred by the Agency in connection with the following (all of which shall be deemed “Eligible Expenses”):
- (i) staff time dedicated to administration of the Request;
 - (ii) fees and expenses of the consultant(s) and/or attorney(s) retained by OBGMA in connection with administration of the Request; and
 - (iii) all other costs, if any, reasonably incurred by OBGMA in connection with administration of the Request.
- c) Professional Services. OBGMA shall request proposals from consultants, as needed, including engineers and/or hydrogeologists, to evaluate the Request and provide their professional expertise. These services shall include a technical memorandum to document the results of their evaluation. The proposal and technical memorandum will be shared with the Applicant. The technical memorandum will be presented to the Board to assist in the Board’s decision making.
- d) Administration of Deposit. The Deposit may be placed in OBGMA’s account with other funds for purposes of investment and safekeeping. The Deposit shall not accrue interest. OBGMA shall administer the Deposit and use the Deposit to reimburse the Agency for Eligible Expenses. OBGMA shall at all times maintain satisfactory accounting records as to the expenditure of the Deposit.
- e) Unexpended Funds. Upon the granting or denial of a Request by the OBGMA Board, and payment of outstanding Eligible Expenses, the Agency shall return any then-unexpended portion of the Deposit to Applicant, without interest, less an amount equal to any unpaid Eligible Expenses previously incurred by the Agency.
- f) Statements of Account. OBGMA shall provide Applicant a summary of expenditures made from the Deposit, and the unexpended balance thereof, whenever requesting any Additional Advance and within ten (10) business days of receipt by the Agency of a request therefore submitted by Applicant.

3. Independent Judgment of the GSA; GSA Not Liable

OBGMA shall use its independent judgment in determining whether the written verification required by the Executive Order should be issued. As further set forth by separate Indemnification

Agreement, neither OBGMA nor any of its directors, staff or consultants shall be liable in any manner whatsoever in relation to VCPWA's action on an Application or OBGMA's determination whether to issue or deny written verification.

Applicant expressly understands and agrees that any consultant retained by OBGMA is under contract solely on behalf of OBGMA, and further that OBGMA is free to exercise its independent judgment in making payments to the consultants or revising or accepting the consultant's work product, without any liability whatsoever by OBGMA to Applicant therefor.

4. Notices.

Any notices, requests, demands, documents, approvals, or disapprovals given or sent under this Agreement from one Party to another (collectively, the "Notices") shall be given to the Party entitled thereto at its address set forth below, or at such other address as such Party may provide to the other Party in writing from time to time, namely to Applicant:

If to OBGMA:

P.O. Box 1779
Ojai, CA 93024
obgmagm@gmail.com

Each such Notice shall be deemed delivered to the Party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if given by facsimile, upon the sender's receipt of an appropriate answerback or other written acknowledgement; (iii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail; (iv) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier; or (v) if given by any other means, upon delivery at the address specified in this Section.

5. Choice of Law; Venue.

This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by, construed in accordance with, and interpreted under the laws of the State of California. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a California State Court in the County of Ventura, or if jurisdiction over the action cannot be obtained in a State Court, in a Federal Court in the Central District of California.

6. Entire Agreement.

This Agreement represents the full, final, and complete Agreement between the Parties hereto

regarding the subject matter of this Agreement. No change or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

7. Severability.

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

8. Attorneys' Fees.

In any litigation or other proceeding by which one Party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

9. Ambiguities.

Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together will constitute one instrument.

11. Authority.

The persons executing this Agreement on behalf of the Parties warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into of this Agreement does not violate any provision of any other agreement to which said Party is bound.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the date first written above.

(Signatures on next page)

**OJAI BASIN GROUNDWATER MANAGEMENT
AGENCY**

PROPERTY OWNER

Signature

Signature

Print Name

Print Name

Title

Title



Ojai Basin Groundwater Management Agency

Water Well Registration and Verification

Indemnification Agreement

1. **Indemnification.** As part of the application for a water well permit from the Ventura County Public Works Agency (“VCPWA”) and request for written verification from the Ojai Basin Groundwater Management Agency (“OBGMA”) pursuant to Governor Newsom’s Executive Order N-3-23 (hereinafter collectively “Application”), as the applicant for the well permit (“Applicant”) and _____ as the owner(s) of the subject property (“Owner”), if the Owner is different than the Applicant, individually and collectively agree to indemnify, defend (along with counsel separate from legal counsel representing the Owner and Applicant), and hold harmless the OBGMA, and all its respective directors, officers, elected officials, member agencies, member entities, employees, consultants, contractors, and agents (individually and collectively the “OBGMA Parties”) as follows:
 - a. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, costs, judgments, and/or liabilities of any kind arising out of, related to, or in connection with the Application, including any to attack, set aside, void, or annul, in whole or in part, VCPWA’s action on the Application, or OBGMA’s determination pursuant to Executive Order N-3-23 to issue or deny written verification (hereinafter “Claim”); and
 - b. For any and all costs and expenses (including but not limited to attorneys’ and consultants’ fees and costs) incurred by the OBGMA Parties in connection with any Claim except where such indemnification is prohibited by law.
 - c. The indemnification obligation of the Owner and Applicant set forth herein does not apply to the OBGMA Parties’ sole negligence or willful misconduct.
2. **Defense.** Unless expressly agreed to in writing by each of the OBGMA Parties, the OBGMA Parties will have legal counsel separate from legal counsel representing the Owner and Applicant. Upon receiving a Claim, the OBGMA Parties have the right to retain their separate legal counsel, subject to being reimbursed by the Owner and Applicant for the full cost of such separate counsel. Owner and Applicant shall permit the OBGMA Parties, with the OBGMA Parties’ unlimited discretion, to direct the OBGMA Parties’ counsel and participate in the defense of any Claim but such participation shall not relieve the Owner or Applicant of any obligation imposed by this Agreement.

In the event of a disagreement between the OBGMA Parties and the Owner and/or Applicant over litigation issues, the OBGMA Parties shall have the authority to control the litigation and make litigation decisions as to any Claims made against the OBGMA Parties, including, but not limited to, the manner in which the defense is conducted by the OBGMA Parties’ counsel as to such Claims.

3. **Reimbursement.** To the extent the OBGMA Parties use any of their resources to respond to a Claim, the Owner and Applicant shall reimburse the OBGMA Parties upon demand. Such resources include, but are not limited to, consultant time, staff time, legal counsel time, court costs, and any other direct or indirect costs associated with responding to the Claim. In the event that the OBGMA Parties seek reimbursement hereunder, the OBGMA Parties shall provide, as a precondition to any obligation of the Owner and Applicant to pay, an itemized list of any time spent, costs incurred, or resources used, including calculations for how each item listed in the request is determined.
4. **Obligations.** The obligations of the Owner and Applicant under this Agreement shall survive and apply regardless of whether any action taken by OBGMA in connection with the Application is invalidated, set aside, expires, or is abandoned for any reason.

This Agreement and the obligations of the Owner and Applicant set forth herein shall remain in full force and effect throughout any and all stages of review, reconsideration, challenge, or litigation, including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether the Owner or Applicant has brought any claim, action, or demand against the OBGMA Parties.

The Owner and Applicant are solely responsible for compliance with all local, state, and federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Owner or Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Owner or Applicant under this Agreement except where such indemnification is prohibited by law.

5. **Successors and Assigns.** The obligations of Owner and Applicant under this Agreement shall be binding upon each and every one of their respective successors, assigns, and transferees of any interest in the water well permit that is the subject of the Application. The Owner and Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that the Owner and Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the water well permit that is the subject of the Application.
6. **Stipulation, Release, or Settlement.** The Owner and Applicant shall not execute, pay, or perform pursuant to any stipulation, release, settlement agreement, or other disposition of the matter on any Claim unless the OBGMA Parties and the Owner and Applicant have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld.

In no case shall the Owner or Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the OBGMA Parties as a condition of or as part of any stipulation, release, settlement, or otherwise. The Owner and Applicant shall not assert any defense, claim, or complaint against the OBGMA Parties on any Claim as a condition of or as part of any stipulation, release, settlement or otherwise.

7. **No Waiver.** Any failure, actual or alleged, on the part of the OBGMA Parties to monitor or enforce compliance with any of the requirements or provisions of this Agreement shall not be deemed as a waiver of any rights on the part of the OBGMA Parties.
8. **Authority.** Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Owner and Applicant and enforceable in accordance with its terms.
9. **California Law.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Ventura, if in state court, or in the federal district court nearest to Ventura County, if in federal court.
10. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
11. **Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. No party is relying on any other representation, oral or written.
12. **Counterparts.** This Agreement may be signed in counterparts and must be signed by all Owner(s) and Applicant.

Water Well Registration and Verification APN(s): _____

NOW THEREFORE, the Owner and Applicant agree to be bound by the terms of this Indemnification Agreement as demonstrated by their signature(s) below:

APPLICANT:

Signed: _____ Date _____

Printed Name _____ Title: _____

PROPERTY OWNER (if different from Applicant):

Signed: _____ Date _____

Printed Name _____ Title: _____