



AGENDA

April 25, 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 March 2024
- b) Minutes of the March 28, 2024, meeting

8) ACTION ITEMS

- a) **Process and Criteria for Administering Water Well Registration and Verification Requests Pursuant to Governor Newsom's Executive Order N-3-23**
 - Adopt Resolution 2024-02 Establishing a Process and Criteria for Administering Water Well Registration and Verification Requests Pursuant to Governor Newsom's Executive Order N-3-23

9) DISCUSSION ITEMS

- a) Legislative Ad-Hoc Committee Update
- b) Meter Compliance Ad-Hoc Committee Update

10) 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 May 30, 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 March 2024
April 25, 2024

Recommendation

- Approve Financial Report for March 2024

Background and Discussion

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

Budget Impact

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

Attachment: March 2024 Financial Report

OBGMA
Budget Actuals FYTD 22/23

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	YTD
Beginning Bank Balance							
Checking	53,370.69	98,401.77	112,952.56	117,678.55	147,685.03	134,104.00	
Savings	5,023.80	5,023.80	5,023.80	5,024.43	5,024.43	5,024.43	
	58,394.49	103,425.57	117,976.36	122,702.98	152,709.46	139,128.43	
Income							
Returned Check Charges							-
GSP Extraction Fees	34,707.16	11,041.73	4,340.84	30,138.87	6,032.76	1,975.46	88,236.82
Well Head Fee	4,915.57	6,914.71	2,871.00	8,471.44	3,830.39	1,365.00	28,368.11
Interest Charges	115.07	349.18		27.50	102.77	69.43	663.95
Recordation Fee	358.07	464.40	119.00	636.65	220.00	100.00	1,898.12
Extraction Charges	24,118.16	10,747.93	1,025.25	21,213.02	4,122.52	1,403.00	62,629.88
Savings Acct Interest			0.63			0.70	1.33
Total Income	64,214.03	29,517.95	8,356.72	60,487.48	14,308.44	4,913.59	181,798.21
Total Income	64,214.03	29,517.95	8,356.72	60,487.48	14,308.44	4,913.59	181,798.21
Expense							
Equipment Purchased							-
Advertising	97.75		432.14				529.89
Computer Repairs							-
Dues & Subscriptions					100.00		100.00
Printing and Reproduction							-
Liability Insurance						3,308.00	3,308.00
Postage and Delivery	367.99	19.99	119.99	89.98	19.99	19.99	637.93
Bank Service Charges							-
Workers Comp Ins	(100.00)						(100.00)
Office Supplies	(254.07)	1,796.07	143.03		96.25	700.00	2,481.28
Payroll Expenses	2,806.88	2,614.83	2,393.34	2,026.74	3,388.87	2,526.55	15,757.21
Professional Fees	14,657.51	10,347.94		25,855.18	24,145.20	10,732.14	85,737.97
Website Expense							-
Rent	923.00	923.00	923.00	1,046.00	800.00	923.00	5,538.00
Travel							-
Telecommunications	68.52	77.97	77.97	77.97	77.97	79.98	460.38
Total Expense	18,567.58	15,779.80	4,089.47	29,095.87	28,628.28	18,289.66	114,450.66
Net Ordinary Income	45,646.45	13,738.15	4,267.25	31,391.61	(14,319.84)	(13,376.07)	67,347.55
Grant Activity							
WCB Grant Income							-
WCB (WS) Expenses							-
GSP Expenses						10,800.00	10,800.00
	-	-	-	-	-	(10,800.00)	(10,800.00)
Net Income	45,646.45	13,738.15	4,267.25	31,391.61	(14,319.84)	(24,176.07)	56,547.55
Other Adjustments							
Deposit Paid							
Transfer to Savings						15,000.00	
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	634.80	
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	95,562.03	
Savings	5,023.80	5,023.80	5,024.43	5,024.43	5,024.43	20,025.13	
	103,425.57	117,976.36	122,702.98	152,709.46	139,128.43	115,587.16	

OBGMA
Cash Flow
As of March 31, 2024

Ending Cash Balances as of February 29, 2024

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

Inflows

GSP Extraction	1,975.46
Well Head Fee	1,365.00
Interest Charge On Extraction	69.43
Recordation Fee	100.00
Extraction Charges	1,403.00
Savings Interest	0.70
	<u>4,913.59</u>

Outflows

Postage and Delivery	19.99
Insurance	3,308.00
Office Supplies	700.00
Payroll Expenses	1,891.75
Professional Fees	10,732.14
Rent	923.00
Telephone	79.98
Ground Water Sustainability	10,800.00
	<u>28,454.86</u>

Ending Balance as of March 31, 2024

Bank of the Sierra-Checking	95,562.03
Bank of the Sierra-Savings	20,025.13
	<u>115,587.16</u>

Net Change in Financial Position (23,541.27)

OBGMA Reconciliation Summary

Bank of the Sierra-Checking, Period Ending 03/31/2024

	<u>Mar 31, 24</u>
Beginning Balance	161,027.25
Cleared Transactions	
Checks and Payments - 20 items	-50,131.48
Deposits and Credits - 4 items	4,912.89
Total Cleared Transactions	<u>-45,218.59</u>
Cleared Balance	<u>115,808.66</u>
Uncleared Transactions	
Checks and Payments - 10 items	-20,246.63
Total Uncleared Transactions	<u>-20,246.63</u>
Register Balance as of 03/31/2024	<u>95,562.03</u>
New Transactions	
Checks and Payments - 1 item	-1,100.00
Total New Transactions	<u>-1,100.00</u>
Ending Balance	<u>94,462.03</u>

10:19 AM

04/01/24

OBGMA Reconciliation Summary

Bank of the Sierra-Savings, Period Ending 3/31/2024

	March 31, 2024
Beginning Balance	5,024.43
Cleared Transactions	
Deposits and Credits - 2 items	15,000.70
Total Cleared Transactions	15,000.70
Cleared Balance	20,025.13
Register Balance as of 09/30/2023	20,025.13
Ending Balance	20,025.13

OBGMA
02-Disbursements
 As of March 31, 2024

Date	Num	Name	Description	Amount
03/02/2024	ACH	Condor Self Storage	Rent	-123.00
03/11/2024	ACH	Help4Access	Professional Fees	-2,100.00
03/04/2024	ACH	Help4Access	Professional Fees	-425.00
03/18/2024	ACH	Brown & Brown Insurance	Liability Insurance	-3,308.00
03/18/2024	ACH	Help4Access	Professional Fees	-700.00
03/25/2024	ACH	Stamps.com	Postage and Delivery	-19.99
03/29/2024	ACH		Transfer checking to savings	-15,000.00
03/18/2024	ACH	Spectrum	Telecommunications	-79.98
03/26/2024	ACH	Intuit QuickBooks	Annual Payroll Service	-650.00
03/31/2024	3572	Ransom, Tara R.	Payroll	-657.00
03/31/2024	3573	VanDerMeer, Cece A	Payroll	-1,234.75
03/31/2024	3574	417 Bryant Circle LLC	Rent	-800.00
03/31/2024	3575	Casitas Municipal Water District	Professional Fees	-1,785.00
03/31/2024	3576	Dudek	GSP Expense	-10,800.00
03/31/2024	3577	Fanning & Karrh CPAs	Professional Fees	-540.00
03/31/2024	3578	Michelle Gaston	Professional Fees	-650.00
03/31/2024	3579	417 Bryant Circle LLC	Office Supplies	-50.00
03/01/2024	3580	Kear Groundwater	Professional Fees	-4,532.14

-43,454.86

OBGMA EXTRACTION CHARGES BY PERIOD

2023/2024 Water Year

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

	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	392.06	\$9,816.29				
Dom/Land	52.67	\$1,390.00				
Muni/Indus	11.70	\$292.50				
CMWD	401.70	\$10,042.50				
Totals	858.13	\$21,541.29	\$8,710.00	\$645.00	\$30,751.12	\$61,647.41

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

	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

	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

	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
858.13	\$ 21,541.29	\$8,710.00	\$645.00	\$30,751.12	\$61,647.41

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	347.45	\$8,790.85				
Dom/Land	40.06	\$1,155.75				
Muni/Indus	9.56	\$239.00				
CMWD	299.00	\$7,475.00				
Totals	696.07	\$17,660.60	\$9,360.00	\$540.00	\$24,013.47	\$51,574.07

Jan/Feb/Mar 2023		(2-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	107.78	\$2,802.36				
Dom/Land	37.19	\$1,028.50				
Muni/Indus	1.83	\$47.25				
CMWD	229.50	\$5,737.50				
Totals	376.30	\$9,615.61	\$9,100.00	\$530.00	\$12,429.24	\$31,674.85

April/May/June 2023		(3-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	503.25	\$12,648.12				
Dom/Land	57.39	\$1,478.60				
Muni/Indus	3.63	\$90.75				
CMWD	337.40	\$8,435.00				
Totals	901.67	\$22,652.47	\$10,010.00	\$290.00	\$31,832.14	\$64,784.61

Jul/Aug/Sept 2023		(4-2023)		(\$25/acre foot)		
	Acre Feet	Charges	Well Head	Recordation	GSP Fees	Total Rec'd
Agriculture	652.07	\$16,390.15				
Dom/Land	141.11	\$3,589.83				
Muni/Indus	11.87	\$296.75				
CMWD	493.70	\$12,342.50				
Totals	1298.75	\$32,619.23	\$9,436.65	\$694.00	\$46,326.58	\$89,076.46

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

Acre Feet	Charges	Well Head Fee	Recordation Fee	GSP Fees	Total Rec'd
3272.79	\$ 82,547.91	\$37,906.65	\$2,054.00	\$114,601.43	\$237,109.99

OJAI BASIN GROUNDWATER MANAGEMENT AGENCY
Minutes of the Regular Board Meeting of March 28, 2024

The Regular Meeting of March 28, 2024, of the Ojai Basin Groundwater Management Agency was called to order at 3:07 PM in the Council Chambers, Ojai City Hall, 401 S. Ventura Street, Ojai, CA 93023.

Attendees were: Board Members: Richard Hajas, Jim Finch and Andrew Whitman. General Manager Julia Aranda 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 3:07pm. VanDerMeer called the roll.

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

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

Mutuals: Absent

Ojai Water Conservation District: None

City of Ojai: None

Casitas Municipal Water District: Hajas reported that Lake Casitas was 6 feet from spilling over the dam.

Community Facilities District Report: Absent

4. **GENERAL MANAGER COMMENTS:** Aranda stated the Access database update was complete, and the extraction statements for the first calendar quarter would be mailed out with a cover letter explaining the increase in the Groundwater Sustainability Plan fee. Aranda reported there were two well applications pending. She reminded Board members to complete their Form 700s and provide them to Cece. Aranda reported the Municipal Service Review was approved by Ventura County Local Agencies Formation Commission at their meeting of March 20, 2024.

5. **BASIN STATUS REPORT:**

Jordan Kear had a presentation "Double Peaks and a Decade of Data". Kear reported the Key Well was 45.54' and there was 77,600 acre feet in the basin and was at 97% capacity.

6. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA:**
William Weirick talked about the status of the spreading grounds and implementing a conjunctive use plan.

7. **CONSENT AGENDA:**
 - a. Finch motioned to approve the Consent Agenda Items. Whitman seconded. The minutes were approved unanimously.
Roll Call vote:
Ayes: Whitman, Finch and Hajas.
Noes: None

8. **DISCUSSION ITEMS:**
 - a. **Well Application Cost Recovery and Agreement:** Aranda stated that she had worked on the process and criteria for the well application with Candy, Dudek, and Jordan and would have present a final document and resolution at the next Board meeting.

 - b. **Legislative Ad-Hoc Committee Update:** Aranda and Whitman met with Assemblymember Bennett's assistant, Michelle Sevilla, and discussed possible funding for small Groundwater Sustainable Agencies that extract under 10,000 acre feet or less. Whitman discussed meeting with the Department of Water Resources or the State Water Control Board. Aranda mentioned that Kevin Delano had been on Zoom at the last meeting and offered assistance with SGMA compliance.

 - c. **Meter Compliance Ad-Hoc Committee Update:** Hajas stated that the Basin has 180 total reported wells and 141 are metered. Of the 39 unmetered wells, the reporting process is difficult because the Agency cannot force the well owner to comply. Hajas discussed that a compliance strategy be put in place for well owners that do not have a meter or do not report by possibly placing a penalty or fees on the property tax bill. Hajas stated that the Agency look into a legal position to set standard for penalties.

9. ADJOURNMENT

The meeting was adjourned at 4:15 pm. The next regular scheduled meeting will be April 25, 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: Process and Criteria for Administering Water Well Registration and Verification Requests Pursuant to Governor Newsom's Executive Order N-3-23

April 25, 2024

Recommendation

- Adopt Resolution 2024-02 Adopting a Process and Criteria for Administering Water Well Registration and Verification Requests Pursuant to Governor Newsom's Executive Order N-3-23

Background and Discussion

At the Board meeting of March 28, 2024, the Board was presented with draft documents to implement a formal administrative process for well verification and registration in order to comply with the Governor's Executive Order N-3-23 for new or modified wells. The attached flow chart shows the process for applicants. Resolution 2024-02 describes the process and criteria for well applications and includes the required documentation as attachments, as well as the requirement for a deposit of \$5,000 to which staff, consultant, and attorney time will be charged.

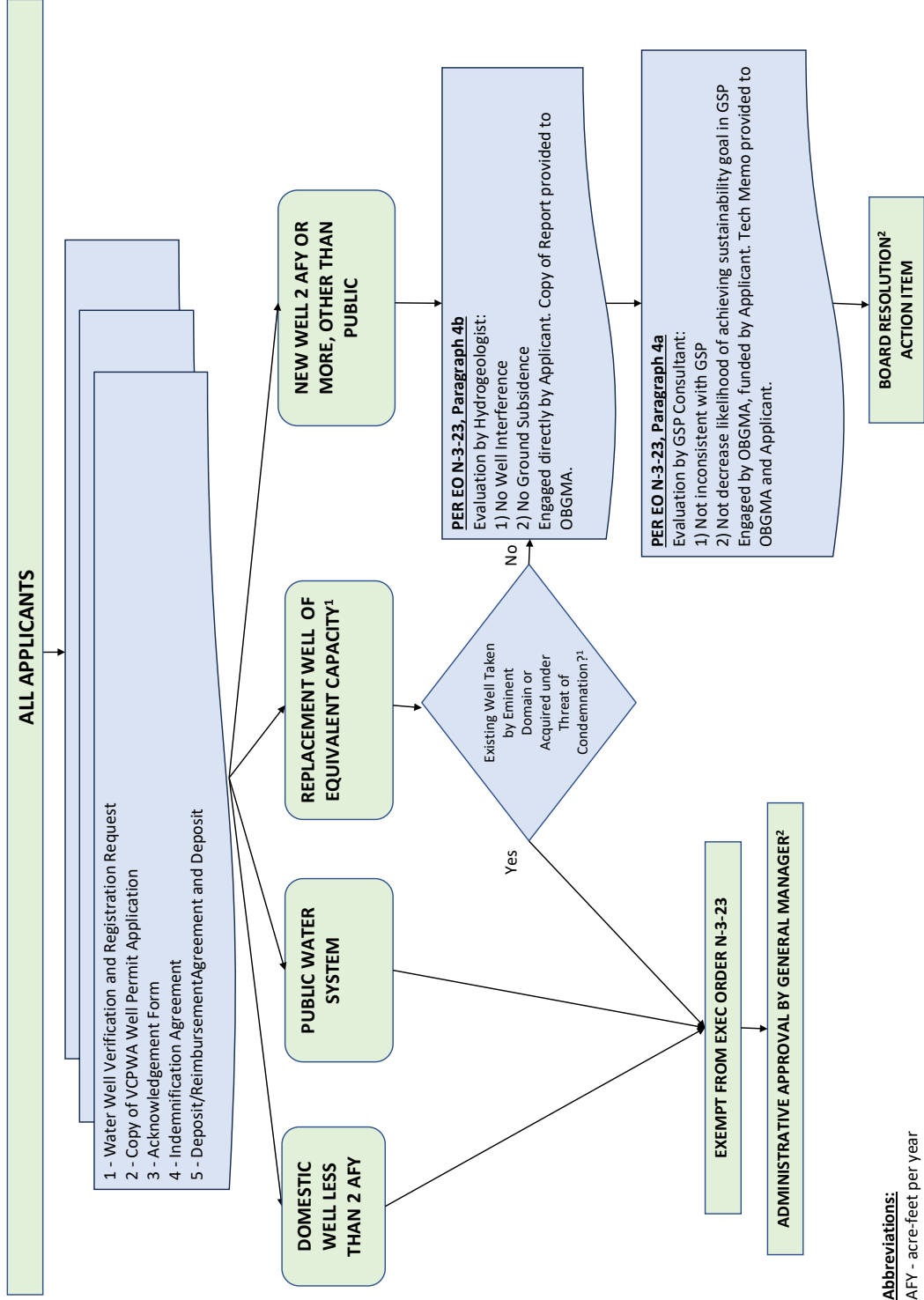
The Water Well Registration and Verification Request application has been updated to include a checklist for the required documents and deposit and is also attached.

Once adopted by the Board, the flowchart, revised application, and all attachments will be posted to the OBGMA website.

Attachments:

1. OBGMA Well Verification Process for New Wells or Alteration of Existing Wells within DWR-Defined Ojai Valley Groundwater Basin (OVGB) flowchart
2. Resolution 2024-02 Adopting a Process and Criteria for Administering Water Well Registration and Verification Requests Pursuant to Governor Newsom's Executive Order N-3-23
3. Revised Water Well Registration and Verification Request application

OBGMA WELL VERIFICATION PROCESS FOR NEW WELLS OR ALTERATION OF EXISTING WELLS WITHIN DWR-DEFINED OJAI VALLEY GROUNDWATER BASIN (OVGB)



Abbreviations:

- AFY - acre-feet per year
- DWR - California Department of Water Resources
- EO - Executive Order
- GSP - Groundwater Sustainability Plan
- OBGMA - Ojai Basin Groundwater Management Agency
- VCPWA - Ventura County Public Works Agency

Notes:

- ¹ Supporting documentation required
- ² All well verification letters will include requirements for well registration, metering, and reporting.

RESOLUTION NO. 2024-02

**A RESOLUTION OF THE OJAI BASIN GROUNDWATER MANAGEMENT AGENCY
ESTABLISHING A PROCESS AND CRITERIA FOR ADMINISTERING WATER WELL REGISTRATION
AND VERIFICATION REQUESTS PURSUANT TO GOVERNOR NEWSOM'S
EXECUTIVE ORDER N-3-23**

WHEREAS, by its enabling legislation, the Ojai Basin Groundwater Management Agency (OBGMA) is responsible for managing the groundwater resource within its jurisdictional boundaries;

WHEREAS, the OBGMA jurisdictional boundaries contain the Ojai Valley Groundwater Basin (OVGB), as defined by the Department of Water Resources (DWR), as well as some, but not all, of the larger watershed area containing the OVGB;

WHEREAS, The OVGB is subject to the Sustainable Groundwater Management Act of 2014 (SGMA, California Water Code § 10720 et. seq.) and has been designated by DWR as a high priority basin;

WHEREAS, pursuant to California Water Code § 10723(c)(1), OBGMA is designated as the Groundwater Sustainability Agency (GSA) for the OVGB;

WHEREAS, on January 6, 2022, OBGMA adopted a Groundwater Sustainability Plan (GSP) for the OVGB, and on October 26, 2023, the GSP was approved by the DWR;

WHEREAS, in response to the severe drought, Governor Newsom issued Drought Executive Order N-3-23 on February 13, 2023, which prohibits Ventura County Public Works Agency (VCPWA) from approving a permit for a new groundwater well or for alteration of an existing well in the OVGB without first obtaining written verification from OBGMA that groundwater extraction by the proposed well (1) would not be inconsistent with any sustainable groundwater management program established in the GSP, and (2) would not decrease the likelihood of achieving a sustainability goal for the OVGB; and

WHEREAS, OBGMA has found it necessary to develop a Process and Criteria for Administering Water Well Registration and Verification Requests Pursuant Executive Order N-3-23, and to require applicants to enter into certain agreements with OBGMA, intended to protect OBGMA when acting on well verification requests, and to cover the costs of the well verification process.

NOW, THEREFORE, BE IT RESOLVED, the OBGMA Board of Directors finds as follows:

Section 1. Recitals Incorporated

The above recitals are supported by substantial evidence, incorporated herein by reference and each relied upon independently by the OBGMA Board of Directors in its adoption of this Resolution 2024-02.

Section 2. Process and Criteria for Administering Water Well Registration and Verification Requests

The OBGMA Board of Directors establishes the Process and Criteria for Administering Water Well Registration and Verification Requests Per Executive Order N-3-23 (attached hereto as Exhibit A), together with the accompanying OBGMA Acknowledgment Form (attached hereto as Exhibit B), the OBGMA Indemnification Agreement (attached hereto as Exhibit C), and the OBGMA Deposit/Reimbursement Agreement (attached hereto as Exhibit D), each of which is incorporated herein by reference, and finds the requirements set forth in said documents are both reasonable and necessary for OBGMA to comply with requirements of Executive Order N-3-23.

Section 3. Initial Deposit

An initial deposit in the amount of \$5,000 shall be required from all applicants submitting a water well registration and written verification request, and the deposit will be spent and supplemented in accordance with the Deposit/Reimbursement Agreement (attached hereto as Exhibit D). The Board finds the amount of the deposit is no more than necessary to cover the reasonable costs of the well registration and verification process, and the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Section 4. Amendment

This Resolution may be added to, amended, and/or repealed at any time by adoption of a subsequent resolution of the OBGMA Board of Directors.

Section 5. Effective Date

This Resolution shall become effective upon adoption.

WHEREFORE, we, the undersigned, do hereby certify that the above and foregoing Resolution No. 2024-02 was duly adopted and passed by the OBGMA Board of Directors at a meeting held on April 25, 2024, by the following vote:

Richard Hajas, Casitas Municipal Water District	[Yes / No / Abstain / Absent]
Peter Thielke, Mutual Water Companies	[Yes / No / Abstain / Absent]
Jim Finch, Ojai Water Conservation District	[Yes / No / Abstain / Absent]
Andrew Whitman, City of Ojai	[Yes / No / Abstain / Absent]
Bob Daddi, Community Facilities District	[Yes / No / Abstain / Absent]

Resolution No. 2024-02
Process and Criteria for Administering Water Well
Registration and Verification Requests
April 25, 2024

Richard Hajas, President

Attest: _____
Peter Thielke, Secretary



Ojai Basin Groundwater Management Agency

Process and Criteria for Administering Water Well Registration and Verification Requests

Per Executive Order N-3-23

Effective April 25, 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 permit 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 well verification will be administered as set forth below. The attached flow chart illustrates the process. 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. Completed OBGMA Water Well Registration and Verification Request (including all related records and information) (signed by property owner)
3. OBGMA Acknowledgment Form (signed by property owner)
4. OBGMA Indemnification Agreement (signed by property owner)
5. OBGMA Deposit/Reimbursement Agreement (signed by property owner)
6. Deposit of \$5,000.00 payable to "OBGMA".

Forms (2) through (5) are available on the OBGMA website (www.obgma.com/forms). Upon receipt of all required documentation and deposit, 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. VCPWA requires the applicant, for non-exempt wells, to submit an analysis from a qualified professional with determination that extraction of groundwater from the proposed well 1) is not likely to interfere with the production and functioning of nearby wells and 2) is not likely to cause subsidence that would adversely impact or damage nearby infrastructure; this report shall be provided to OBGMA. 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. 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 (6) 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 meets 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.

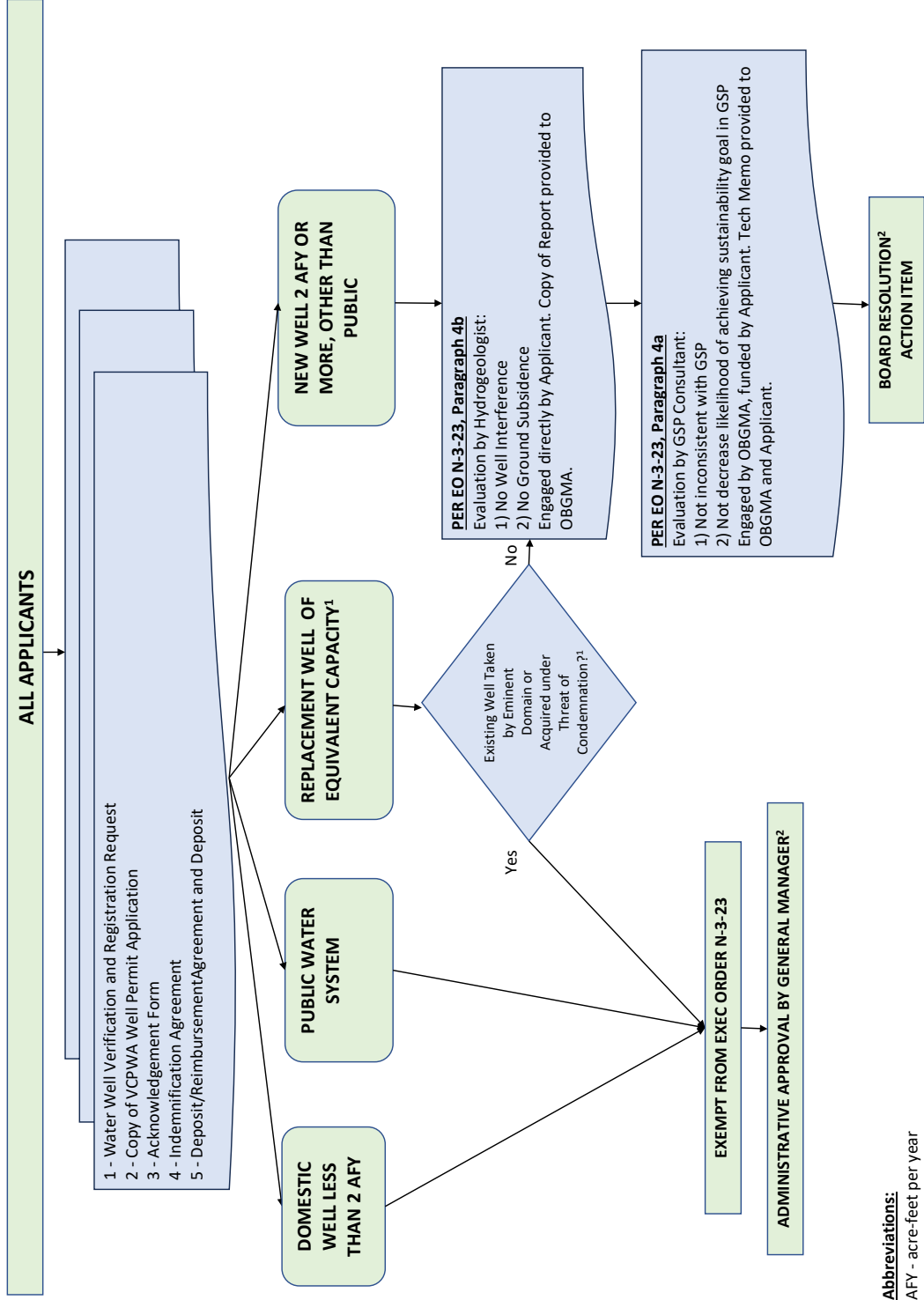
Julia Aranda, General Manager

Ojai Basin Groundwater Management Agency

obgmagn@gmail.com, 805.640.1207

Attachment: OBGMA Well Verification Process Flowchart

OBGMA WELL VERIFICATION PROCESS FOR NEW WELLS OR ALTERATION OF EXISTING WELLS WITHIN DWR-DEFINED OJAI VALLEY GROUNDWATER BASIN (OVGB)



Abbreviations:

- AFY - acre-feet per year
- DWR - California Department of Water Resources
- EO - Executive Order
- GSP - Groundwater Sustainability Plan
- OBGMA - Ojai Basin Groundwater Management Agency
- VCPWA - Ventura County Public Works Agency

Notes:

- ¹ Supporting documentation required
- ² All well verification letters will include requirements for well registration, metering, and reporting.



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.

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



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: _____



**Ojai Basin Groundwater Management Agency
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. 2024-02, 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 \$5,000.00 (“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; the General Manager’s rate shall be \$150 per hour and Administrative staff’s rate shall be \$50 per hour;
 - (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 proposal(s) 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, including by email.

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
A STATE OF CALIFORNIA WATER AGENCY**

417 BRYANT CIRCLE, SUITE 112
OJAI CA 93023

P.O. BOX 1779
OJAI CA 93024

WWW.OBGMA.COM

WATER WELL REGISTRATION AND VERIFICATION REQUEST

GENERAL INFORMATION

Ojai Basin Groundwater Management Agency (OBGMA or Agency) requires all groundwater extraction facilities within its jurisdictional boundaries to be registered with the Agency. No extraction facility may be operated or otherwise utilized so as to extract groundwater within the boundaries of the Agency unless the facility is registered with the Agency, equipped with a water meter, and all extractions are reported to the Agency as required by OBGMA Ordinance No. 8. In addition, pursuant to Governor Newsom's Executive Order N-3-23, Paragraph 4a, all non-exempt proposed new or modified extraction facilities located within the boundaries of the Ojai Valley Groundwater Basin (DWR Bulletin 118 Basin No. 4-002) require written verification from the Agency prior to issuance of a well permit by the Ventura County Public Works Agency. The written verification must find that groundwater extraction by the proposed well would not be inconsistent with the Agency's Groundwater Sustainability Plan (GSP) for the Ojai Valley Groundwater Basin, and would not decrease the likelihood of achieving any of the sustainability goals the Agency has established for the Basin pursuant to the GSP.

ALL WELLS MUST HAVE A METER INSTALLED PER OBGMA ORDINANCE NO. 8

A. PROPERTY OWNER INFORMATION

NAME: _____
 PROPERTY ADDRESS: _____
 ASSESSOR'S PARCEL NUMBER: _____
 PHONE NO.: _____
 EMAIL: _____

B. OPERATOR INFORMATION (IF DIFFERENT FROM OWNER)

NAME: _____
 ADDRESS: _____
 PHONE NO.: _____
 EMAIL: _____

C. TYPE OF WELL

NEW
 REPLACEMENT
 ALTERATION OF EXISTING WELL

EXISTING WELL NO.: _____
 EXISTING WELL NO.: _____

D. TYPE OF USE

AGRICULTURAL IRRIGATION

<u>CROP TYPE</u>	<u>EXISTING OR NEW?</u>	<u>ACREAGE</u>	<u>TYPE OF IRRIGATION SYSTEM</u>
_____	_____	_____	_____
_____	_____	_____	_____

DOMESTIC NO. OF HOUSING UNITS: _____
 MUNICIPAL
 INDUSTRIAL TYPE OF INDUSTRY: _____
 MONITORING



E. PROPOSED EXTRACTION

ACRE-FEET PER YEAR: _____

F. EXISTING WATER SUPPLY

NO OTHER SUPPLY
 EXISTING WELL WELL NO.: _____
 PUBLIC WATER SUPPLIER WATER AGENCY: _____

G. WELL DRILLER

NAME: _____
ADDRESS: _____
PHONE NO.: _____
EMAIL: _____

H. MAP REQUIREMENTS

Attach a map accurately plotted and show the location of the proposed well. If a replacement well, show location of existing well and distance to proposed well. Provide dimensions of area to be irrigated, indicating crop type for each area, as applicable. For domestic, municipal, or industrial, show the water distribution system and location of structures to be served. Include a north arrow, the Assessor's Parcel Number, and the nearest streets. No permit applications will be accepted without an adequate map.

I. APPLICANT SIGNATURE

By signing in the space below, the Applicant declares under penalty of perjury under the laws of the State of California that (1) the information provided with this form is true and correct, and (2) the Applicant/Owner/Operator of the proposed extraction facility agrees to comply with all Agency rules and regulations governing extraction facilities located within the boundaries of the Agency.

Applicant Date

A WELL COMPLETION REPORT MUST BE PROVIDED TO OBGMA WITHIN 30 DAYS OF COMPLETION

All Applications must be accompanied by:

- _____ Copy of VCPWA Well Permit Application
- _____ Acknowledgement Form
- _____ Indemnification Agreement
- _____ Deposit/Reimbursement Agreement
- _____ \$5,000 Deposit