

BIG BASIN WATER COMPANY, INC.

PO BOX 197, Boulder Creek, CA 95006

Email: Jaber@Serviam.Law | Phone: 949-200-6726

NOTICE OF AVAILABILITY OF BIG BASIN WATER COMPANY, INC. ADVICE LETTER 21-S

REQUEST FOR: AUTHORIZATION TO TRANSFER OWNERSHIP OF
BIG BASIN WATER COMPANY, INC. WASTEWATER TREATMENT PLANT
(DBA BIG BASIN SANITATION COMPANY) TO THE COUNTY OF SANTA CRUZ

SUMMARY

By Advice Letter No. 21-S, Big Basin Water Company, Inc. ("BBWC") requests approval to complete the transfer of the BBWC wastewater treatment plant, dba Big Basin Sanitation Company, including infrastructure, real property, operation, services, customers, and service area (the "WWTP"), to the County of Santa Cruz.

Of the 32 parcels included in Zone 2 of CSA 7, 12 contain active connections and 17 are standby. For the 12 parcels containing active connections, the proposed annual sewer charge for fiscal year ("FY") 2024-2025 is \$3,728.81. For the 17 standby parcels, the proposed annual sewer charge for FY 2024-2025 is \$932.20. The remaining 5 parcels in Zone 2 of CSA 7 either contain BBWC WWTP infrastructure, are unbuildable, or do not contain existing sewer laterals; these 5 parcels will not be charged. BBWC currently charges \$1,440 annually per active connected parcel for sewer services. For the 12 parcels containing active connections, the proposed annual rate increase for FY 2024-2025 is \$2,288.81. For the 17 standby parcels, the proposed annual rate increase for FY 2024-2025 is \$932.20.

NOTICE

Advice Letter 21-S, along with supporting exhibits, consists of over 50 pages. Accordingly, pursuant to Rules 1.9(d) of the Commission's Rules of Practice and Procedure, BBWC is serving this Notice of Availability instead of the entire Advice Letter.

This Notice of Availability and the full Advice Letter 21-S are available to view and download on the BBWC website at the following URL: <https://www.bigbasinwater.com/wwtp>

BBWC will, upon request, provide a hard copy of the Advice Letter. BBWC asks that requests be submitted in writing by e-mail to:

Name: Nicolas L. Jaber, Esq.

Title: Attorney for Serviam by Wright LLP, Court Receiver for Big Basin Water Company, Inc.

Email: Jaber@Serviam.Law

Phone: 949-200-6726

Dated: April 19, 2024

Big Basin Water Company, Inc.

By: /s/Nicolas L. Jaber, Esq.
for Serviam by Wright LLP
as Court Receiver for
Big Basin Water Company, Inc.

Filed: 4/19/24
Effective: 8/1/24

CALIFORNIA PUBLIC UTILITIES COMMISSION

WATER DIVISION

Advice Letter Cover Sheet

Big Basin Water Company, Inc.
Wastewater Treatment Plant

Utility Name: (dba Big Basin Sanitation Company) **Date Mailed to Service List:** April 19, 2024

District: N/A

CPUC Utility #: U-157-SWR **Protest Deadline (20th Day):** May 9, 2024

Advice Letter #: 21-S **Review Deadline (30th Day):** May 20, 2024

Tier 1 2 3 Compliance **Requested Effective Date:** July 1, 2024

Authorization GO. 96-B; Water Industry Rule 7.3.3(9) **Rate Impact:** Standby: +\$932.20
Active: +\$2,288.81
(FY 2024-2025)

Description: Request for: authorization to transfer ownership of the Basin Water Company, Inc. Wastewater Treatment Plant (dba Big Basin Sanitation Company) to the County of Santa Cruz

The protest or response deadline for this advice letter is 20 days from the date that the Notice of Availability for this Advice Letter was mailed to the service list. Please see the "Response or Protest" section in the Advice Letter for more information. **The Notice of Availability and full Advice Letter are available to view and download at the following URL:** <https://www.bigbasinwater.com/wwtp>

Serviam by Wright LLP
as Court Receiver

Utility Contact: Attn: Nicolas L. Jaber, Esq.

Phone: 949-300-6726

Email: Jaber@Serviam.Law

WD Contact: Tariff Unit

Phone: (415) 703-1133

Email: Water.Division@cpuc.ca.gov

WD USE ONLY

<u>DATE</u>	<u>STAFF</u>	<u>COMMENTS</u>
<u>10/17/2024</u>	<u>JS</u>	<u>Approved Res. W-5278</u>

APPROVED WITHDRAWN REJECTED

Signature: /s/Wilson Tsai

Date: 8/1/24

Comments: Approved with effective date of August 1, 2024.

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April 19, 2024

Advice Letter No. 21-S

TO THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

REQUEST

By Advice Letter No. 21-S (“Advice Letter”), Big Basin Water Company, Inc. (“BBWC”) requests approval to complete the transfer of the BBWC wastewater treatment plant, dba Big Basin Sanitation Company, including infrastructure, real property, operation, services, customers, and service area (the “WWTP”), to the County of Santa Cruz (the “County”). The requested transfer is authorized pursuant to Public Utilities Code sections 851 and 853.2. The transfer is further authorized pursuant to General Order 96-B, General Rule 4.2, Water Industry Rule 4.2, General Rule 7.6.2, and Water Industry Rule 7.3.3(9).

BBWC simultaneously requests revocation of all existing tariffs and the amendment of the Certificate of Public Convenience and Necessity (the “CPCN”) specific to the BBWC WWTP upon the transfer of the BBWC WWTP to the County. Importantly, however, by this Advice Letter, BBWC does not desire to alter the status of the BBWC Drinking Water System, which is presently owned and operated by BBWC alongside the BBWC WWTP. This Advice Letter exclusively pertains to the BBWC WWTP. The existing tariffs and CPCN for the BBWC Drinking Water System are to remain in effect and are not to be in any way affected by this Advice Letter.

Given that BBWC is presently in receivership by order of the Superior Court of the State of California for the County of Santa Cruz (“Court”), BBWC submits this Advice Letter subject to the Court’s express confirmation and approval of the Agreement for Transfer of Real Property and Business Assets (“Transfer Agreement”), which is pending execution by and between BBWC and the County. BBWC and the County intend to execute the Transfer Agreement if and only if the BBWC WWTP customers approve of the consolidation plan described herein on April 30, 2024. Assuming the customers approve the consolidation plan, Court Receiver and the County execute the Transfer Agreement, and the Court confirms and approves the Transfer Agreement, BBWC will timely amend this Advice Letter to include the fully executed Transfer Agreement as an additional Exhibit. Should the BBWC WWTP customers fail to approve the consolidation plan, or should the BBWC WWTP customers approve the consolidation plan and the Court fail to confirm and approve the Transfer Agreement, BBWC will promptly withdraw this Advice Letter.

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BBWC submits this Advice Letter, the Order of Appointment of Receiver (“Appointment Order”) (Exhibit A), and the Preliminary Engineer’s Report (Exhibit B) in support of transfer of the BBWC WWTP to the County and the revocation of the BBWC WWTP’s existing tariffs and the amendment of the CPCN specific to the BBWC WWTP upon the transfer of the BBWC WWTP to the County.

This Advice Letter does not conflict with any other schedule or rule.

BACKGROUND

The BBWC WWTP is a Class D sewer utility with a service area covering 32 parcels. The BBWC WWTP-served parcels are located within—but not currently included in the charge report for—the Boulder Creek County Service Area No. 7 (CSA 7), which the County Board of Supervisors established by passing and adopting Resolution number 345-68 on May 21, 1968. A significant portion of the residential customer homes served by the WWTP and portions of the WWTP were damaged or destroyed in the CZU lightning complex wildfire in 2020. The WWTP suffered a long-term loss of power, and several vital pieces of process and transmission equipment were destroyed. Following the CZU lightning complex wildfire in 2020, the BBWC WWTP was inoperable until August 17, 2023.

The Court signed and entered the Receivership Appointment Order, submitted by the People of the State of California, ex rel. California Regional Water Quality Control Board, Central Coast Region (“Central Coast Water Board”), appointing Court Receiver as the Court’s Receiver for the BBWC WWTP on November 9, 2023 (Exhibit A).

With the full support of the Central Coast Water Board, Court Receiver and the County have agreed to initiate the consolidation process of the BBWC WWTP into the County’s existing CSA 7 sewage district as intricately described in the Preliminary Engineer’s Report prepared by Bowman & Williams (“Consolidation Plan”) (Exhibit B). If consolidated, the BBWC WWTP parcel area would form Zone 2 of CSA 7; the current CSA 7 parcels on the charge report would comprise Zone 1. The method of apportionment used to charge each parcel in CSA 7 Zone 2 is the equivalent benefit unit (“EBU”) method, as specified and supported in the Engineer’s Report (Exhibit B). The total annual cost of operating, maintaining, and servicing CSA 7 Zone 2 is divided by the sum of all equivalent benefit units to determine the cost per unit, which is similar to the method used in the formation of CSA 7 Zone 1 charges. Of the 32 parcels included in Zone 2 of CSA 7, 12 contain active connections and 17 are standby. For the 12 parcels containing active connections, the proposed annual sewer charge for fiscal year (“FY”) 2024-2025 is \$3,728.81. For the 17 standby parcels, the proposed annual sewer charge for FY 2024-2025 is \$932.20. The remaining 5 parcels in Zone 2 of CSA 7 either contain BBWC WWTP infrastructure, are unbuildable, or do not contain existing sewer laterals; these 5 parcels will

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not be charged. BBWC currently charges \$1,440 annually per active connected parcel for sewer services. For the 12 parcels containing active connections, the proposed annual rate increase for FY 2024-2025 is \$2,288.81. For the 17 standby parcels, the proposed annual rate increase for FY 2024-2025 is \$932.20. The County also plans to annex the CalFire parcel into CSA 7 pursuant to the procedures of the Local Agency Formation Commission (LAFCO) for Santa Cruz County once the transfer requested in this Advice Letter is complete, ultimately resulting in 33 parcels in Zone 2 of CSA 7.

BBWC WWTP customers have not seen a rate increase in roughly 8 years. The BBWC WWTP last submitted a General Rate Case on November 17, 2015 as Advice Letter 9-S, which was approved on May 26, 2016 through Resolution W-5097. The rate increase associated with the transfer of ownership requested in this Advice Letter helps to account for the increased costs to operate and maintain the BBWC WWTP which have mounted over the past eight years. The rate increase also helps to account for the litany of costs associated with rebuilding and making fully compliant the BBWC WWTP following the resulting destruction of 2020 CZU lightning complex wildfire. Finally, and perhaps most importantly, the rate increase associated with the transfer of ownership requested in this Advice Letter is necessary for the County to agree to assume ownership and control of the BBWC WWTP. The benefit to the BBWC WWTP customers will not only be a properly operating and maintained wastewater system, but also the promise of responsible and sustainable service into the future.

Court Receiver, the County, and the Central Coast Water Board publicly announced the Consolidation Plan to the BBWC WWTP customers on March 4, 2024, at the Boulder Creek Library following many months of discussion and negotiation between the County and BBWC. On March 12, 2024, the County Board of Supervisors formally adopted the Engineer's Report and approved the BBWC WWTP customer voting and approval processes necessary to allow the creation of the CSA 7 Zone 2 and, pending the approvals of the Court and the Public Utilities Commission of the State of California ("CPUC"), allow the levying of the assessments described herein. The County has set the Public Hearing for April 30, 2024, at which point all customer votes, and any protests, will be counted.

The County is willing and able to assume possession and control of the BBWC WWTP on July 1, 2024, assuming the BBWC WWTP customers approve of the Consolidation Plan through the ongoing process, the Court confirms and approves of the Transfer Agreement, and the CPUC approves the transfer of ownership of the BBWC WWTP through this Advice Letter. In the meantime, Court Receiver continues to operate and manage the BBWC WWTP in collaboration with Cypress Water Services. There has been no interruption in service or overflow incident since Court Receiver's appointment, a fact which is particularly notable in light of the multiple extreme weather events occurring in the Big Basin area between November 2023 and February 2024. Court Receiver expects the BBWC WWTP will run out of capital to support its operations and management by July 1 at the latest, and likely sooner. Court Receiver is working closely

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with the Central Coast Water Board and County to keep the BBWC WWTP operational until July 1, 2024—the time at which the County has agreed to assume possession and control.

Since its appointment in November 2023, Court Receiver has endeavored, unsuccessfully, to locate an interested buyer for the BBWC WWTP. Court Receiver suspected this would likely be the case at the time of its appointment, which occurred shortly after the abrupt cancellation by Central States Water Resources of its purchase and sale agreement and temporary operations relationship with BBWC, due to the BBWC WWTP's debts, liabilities, limited service zone, and lack of traditional profit and scaling potential.

Accordingly, Court Receiver believes that the Consolidation Plan is the only available option to preserve safe and reliable sewer service for the BBWC WWTP customers. Should the BBWC WWTP customers fail to approve the Consolidation Plan, or the Court or the CPUC fail to approve the transfer of ownership, Court Receiver believes it will likely have no choice but to recommend and request that the Court order the closure of the BBWC WWTP.

Time is of the essence. To ensure safe, uninterrupted, and sustained sewer service to the BBWC-WWTP customers, the CPUC must approve this Advice Letter.

TIER DESIGNATION AND REQUESTED EFFECTIVE DATE

This Advice Letter is submitted pursuant to Water Industry Rule 7.3.3(9) of General Order (GO.) 96-B. This Advice Letter is designated as a Tier 3 filing. This Advice Letter will become effective upon approval through a Commission Resolution.¹

NOTICE

This Advice Letter requesting transfer of ownership has been served in accordance with Water Industry Rule 4.2 of General Order (GO) 96-B on the Local Agency Formation Commission (LAFCO) for Santa Cruz County and on each owner of real property.

Pursuant to CPUC Rules of Practice and Procedure Rule 1.9 section (d) subsection (3), "[a] person may serve a Notice of Availability in lieu of hard copy service under this rule or e-mail service under Rule 1.10: and if the document is made available at a particular Uniform Resource Locator (URL) on the internet in a readable, downloadable, printable, and searchable format unless use of such formats is infeasible." Additionally, "[t]he Notice must comply with Rule 1.6(a) and shall state the document's exact title and summarize its contents, and provide the

¹ GO. 96-B, Water Industry Rule 7.3.3

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name, telephone number, and e-mail address, if any, of the person to whom requests for the document should be directed. The document shall be served within one business day after receipt of any such request. If the document is made available at a particular URL, the Notice of Availability must contain a complete and accurate transcription of the URL or a hyperlink to the URL at which the document is available and must state the date on which the document was made available at that URL. Such a document must be maintained at that URL until the date of the final decision in the proceeding. If changes to the website change the URL for the document, the serving person must serve and file a notice of the new URL".

A Notice of Availability has been served to all parties listed on the Service List in this Advice Letter according to the applicable rules listed above. This filing will not cause withdrawal of service nor conflict with any other schedule or rule.

RESPONSE OR PROTEST²

Anyone may respond to or protest this Advice Letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the Advice Letter. A protest objects to the Advice Letter in whole or in part and must set forth the specific grounds on which it is based. These grounds are:

1. The utility did not properly serve or give notice of the Advice Letter;
2. The relief requested in the Advice Letter would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies;
3. The analysis, calculations, or data in the Advice Letter contain material error or omissions;
4. The relief requested in the Advice Letter is pending before the Commission in a formal proceeding; or
5. The relief requested in the Advice Letter requires consideration in a formal hearing, or is otherwise inappropriate for the Advice Letter process; or
6. The relief requested in the Advice Letter is unjust, unreasonable, or discriminatory, provided that such a protest may not be made where it would require relitigating a prior order of the Commission.

A protest may not rely on policy objections to an Advice Letter where the relief requested in the Advice Letter follows rules or directions established by statute or Commission order applicable to the utility.

² GO. 96-B, General Rule 7.4.1

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A protest shall provide citations or proofs where available to allow staff to properly consider the protest. Water Division (WD) must receive a response or protest via email (or postal mail) within 20 days of the date the Advice Letter is filed.

The addresses for submitting a response or protest are:

Email Address:

Water.Division@cpuc.ca.gov

Mailing Address:

California Public Utilities Commission
Water Division, 3rd Floor
505 Van Ness Avenue
San Francisco, CA 94102

On the same day the response or protest is submitted to WD, the respondent or protestant shall send a copy of the protest to BBWC at:

Email Address:

Jaber@Serviam.Law

Mailing Address:

PO BOX 197
Boulder Creek, CA 95006

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform WD, within the 20-day protest period, so that a late filed protest can be entertained. The informing document should include an estimate of the date the proposed protest might be voted on.

REPLIES

BBWC shall reply to each protest and may reply to any response. Any reply must be received by WD within five business days after the end of the protest period and shall be served on the same day on each person who filed the protest or response to the Advice Letter.³

³ GO. 96-B, General Rule 7.4.3

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SERVICE LIST

Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401

County of Santa Cruz
Public Works Department
Sanitation Districts
701 Ocean Street
Santa Cruz, CA 95060

Local Agency Formation Commission
of Santa Cruz County
701 Ocean Street, Room 318-D
Santa Cruz, CA 95060

Cal Fire
16115 Jamison Creek Rd
Boulder Creek, CA 95006

Vince YSI Sr & Christina Cortinas
185 Cypress Tree Ln.,
Boulder Creek CA 95006

Vince YSI Sr & Christina Cortinas
185 Cypress Tree Ln.,
Boulder Creek CA 95006

Samuel Singer & Rebecca Steinberg
PO Box 10513
Jackson, WY 83002

Lisa Slade
354 Avenida Arboles
San Jose, CA 95123

Emilio Jr Rubalcava
1218 Broadway
Santa Cruz, CA 95062

BIG BASIN WATER COMPANY, INC.

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Julia Wuest
136 Lincoln St.
San Luis Obispo, CA 93405

Barbara R Swanston Trustee
2551 Cascade
Trail Cool, CA 95614

Timothy McNiff
665 Primavera Rd
Boulder Creek, CA 95006

Jeremy & Roxann D Morrill
400 Rouser Rd Bldg 2 Suite 310
Coraopolis, PA 15108

Karen Therese Danielsen
3929 Minnesota Ave
Fair Oaks, CA 95628

Karen Therese Danielsen
3929 Minnesota Ave
Fair Oaks, CA 95628

Tanya Marie & Mark Nisbeth
621 Middleton Dr
Boulder Creek, CA 95006

Emanuel & Ruth A Ellis
674 Azure Hills Dr
Simi Valley, CA 93065

Murphy -Vixie Corey James
11400 La Honda Road
Redwood City CA 94062

Marilyn Delay
2995 Woodside Rd 400
Woodside, CA 94062

June Christman
127 Fair Ave
Santa Cruz, CA 95060

BIG BASIN WATER COMPANY, INC.

PO BOX 197, Boulder Creek, CA 95006

Email: Jaber@Serviam.Law | Phone: 949-200-6726

Kerstin S/W Willmann
7242 Sinclair Ave
Gig Harbor, WA 98335

Karen Therese Danielsen
3929 Minnesota Ave
Fair Oaks, CA 95628

Kristen Johansen Trustee
306 31st Ave
San Mateo, CA 94403

Hazeghi
1197 Miramontes St.
Half Moon Bay CA 94019

Michail Poskatchea
1244 Hopkins Gulch Rd
Boulder Creek CA 95006

Current Resident
112 Cypress Tree Ln.
Boulder Creek, CA 95006

Current Resident
195 Fern Rock Way
Boulder Creek, CA 95006

Jennifer Antonia & Christopher
Daniel Bradford
255 Fern Rock Way
Boulder Creek, CA 95006

Christopher & Jennifer Berumen
285 Fern Rock Way
Boulder Creek, CA 95006

James Michael & Susan Gay Esser
Trustees or Current Resident
270 Fern Rock Way
Boulder Creek, CA 95006

BIG BASIN WATER COMPANY, INC.

PO BOX 197, Boulder Creek, CA 95006

Email: Jaber@Serviam.Law | Phone: 949-200-6726

Current Resident
260 Fern Rock Way
Boulder Creek, CA 95006

Natalia Mikhailidi
596 E. 19th Street, 3B
Brooklyn, NY 11226

Thomas & Mary Robin Bates or
Current Resident
250 Fern Rock Way
Boulder Creek, CA 95006

Rachel Guerrero or Current Resident
240 Fern Rock Way
Boulder Creek, CA 95006

Fern Rock Way LLC
230 Rock Way
Boulder Creek, CA 95006

William E SS Hassell or Current
Resident
210 Fern Rock Way
Boulder Creek, CA 95006

Big Basin Water Company, Inc.
PO Box 197
Boulder Creek, CA 95006

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CERTIFICATE OF SERVICE

I hereby certify that Court Receiver served a copy of the Notice of Availability on all parties listed in the above service list on April 19, 2024.

I further certify that Court Receiver posted a copy of the Notice of Availability and the complete Advice Letter on the official BBWC website on April 19, 2024. These documents are available to view and download at the following URL: <https://www.bigbasinwater.com/wwtp>

Executed in Irvine, California on April 19, 2024.

Big Basin Water Company, Inc.

By: /s/Nicolas L. Jaber, Esq.
for Serviam by Wright LLP
as Court Receiver for
Big Basin Water Company, Inc.

Enclosures

EXHIBIT A

ELECTRONICALLY RECEIVED
11/6/2023 9:21 PM

Electronically Filed
Superior Court of California
County of Santa Cruz
November 9, 2023

11/9/2023 9:07:31 AM
Clerk of the Court by Deputy,
Merrell, Kimberly



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

**PEOPLE OF THE STATE OF
CALIFORNIA ex rel. REGIONAL WATER
QUALITY CONTROL BOARD,
CENTRAL COAST REGION**

Plaintiff,

v.

**BIG BASIN WATER COMPANY, INC.,
THOMAS JAMES MOORE, SHIRLEY
JEAN MOORE, and DOES 1-50, inclusive,**

Defendants

and

**CENTRAL STATES WATER
RESOURCES, INC. AND CSWR-
CALIFORNIA UTILITY OPERATING
COMPANY, LLC, and DOES 51-100,
inclusive,**

Real Parties in Interest.

Case No. 23CV02508

**[PROPOSED] ORDER OF
APPOINTMENT OF RECEIVER**

1 The Court, having considered the complaint filed by Plaintiff, the People of the State of
2 California *ex rel.* California Regional Water Quality Control Board, Central Coast Region
3 (Central Coast Water Board) and the Stipulation for Entry of Final Consent Judgment and
4 Permanent Injunction and for Entry of Order for Appointment of Receiver (“Stipulation”), and in
5 light of the Court’s execution of the Final Judgment in this matter, and good cause appearing
6 therefore, makes the following findings and Order:

7 1. Defendants Big Basin Water Company, Inc., a California corporation, and its sole
8 shareholders Thomas James Moore and Shirley Jean Moore (the Moores or the “Owners”) own
9 two utilities with a principal office and place of business in Santa Cruz County: (1) a wastewater
10 treatment plant managed by the Owners that includes the collection, treatment, and disposal
11 systems for processing wastewater from a 28-home residential community and nearby fire station,
12 located approximately 2.5 miles north of Boulder Creek on Big Basin Way (Highway 236) in
13 Santa Cruz County (the “WWTP”) and (2) the public water system known as Big Basin Water
14 Company (the “System”).

15 2. On October 6, 2023, in the civil action entitled *California State Water Resources*
16 *Control Board, Division of Drinking Water v. Big Basin Water Company, Inc., Thomas James*
17 *Moore and Shirley Moore*, Santa Cruz County Superior Court Action No. 23CV01615, this Court
18 entered its Order of Appointment of Receiver for the Big Basin Water Company (“System
19 Receivership Order”). On October 6, 2023, the Court entered its Order Granting State Water
20 Resources Control Board’s Request for Appointment of Receiver for the Big Basin Water
21 Company The entirety of Big Basin Water Company, Inc. not already subject to the System
22 Receivership Order, including all aspects and assets of Big Basin Water Company, Inc. that are
23 under the control of the Moores, and therefore excluding those assets, property and other rights
24 and obligations that are subject to the System Receivership Order is hereinafter identified as the
25 “Corporation.”

26 3. Code of Civil Procedure section 564, subdivision (b)(3) authorizes this Court to
27 appoint a receiver to assume possession and control “after judgment, to carry the judgment into
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1 effect,” section 564 subdivision (b)(4) authorizes this Court to appoint a receiver to assume
2 control ”after judgment, to dispose of the property according to the judgment,” and section 564,
3 subdivision (b)(6) authorizes a receiver “[w]here a corporation is insolvent, or in imminent
4 danger of insolvency, or has forfeited its corporate rights.”

5 4. The Central Coast Water Board and the Owners, in their personal capacity and on
6 behalf of the Corporation, have filed a Stipulation for Entry of Final Consent Judgment and
7 Permanent Injunction and for Entry of Receivership (“Stipulation”). That Stipulation seeks the
8 entry of a Final Consent Judgment and Permanent Injunction (“Final Judgment”) and for entry of
9 this Order for Appointment of Receiver (“Receivership Order”) for the entirety of the
10 Corporation. As the Final Judgment prohibits Thomas James Moore and Shirley Jean Moore from
11 maintaining any control or oversight over the Corporation, including the WWTP, and requires that
12 the WWTP be transferred to new owners, this stipulated appointment of a receiver is necessary to
13 carry that Final Judgment into effect and is necessary to the transfer of the WWTP pursuant to the
14 Final Judgment.

15 5. The Court finds that an order appointing a receiver is required, as the appointment
16 of a receiver for the Corporation is required to carry the Final Judgment into effect. The Court
17 further finds that the Corporation is in danger of failing to function and that a receiver is
18 necessary in order to properly manage the WWTP, avoid the imminent danger of insolvency, and
19 avoid a public health crisis. The receiver shall take possession, custody, and control of the
20 Corporation for the purpose of carrying out the Stipulation and Final Judgment. The System
21 Receivership Order is not amended, modified, or altered in any way as a result of the entry of this
22 Order. The System Receivership Order remains in effect and is independent of this Receivership
23 Order. It is the intent of this Receivership Order to complement the System Receivership Order so
24 that the entirety of Big Basin Water Company, Inc. is now subject to a receivership order of this
25 Court.

26 6. The Court further finds that Silver & Wright LLP possesses the necessary capacity
27 and experience to serve as a receiver of the Corporation, and is willing and able to perform the
28 tasks of receiver.

1
2 **APPOINTMENT OF COURT RECEIVER**

3 **THEREFORE, IT IS HEREBY ORDERED** that a receiver be appointed over the
4 Corporation, with full powers granted under Code of Civil Procedure section 564, *et seq.*, subject
5 to further requirements of this Order and any further orders of this Court. The court receiver shall:
6 (1) execute and file a receiver's oath with this Court; and (2) disclose to all parties any financial
7 relationship between the court receiver and any person or entity hired to assist in the management
8 of the receivership property.

9 **A. Assumption of Jurisdiction and Appointment of Receiver**

10 7. The Court hereby assumes jurisdiction and custody over the Corporation. Until the
11 receiver is discharged and the receivership terminated, the Court retains jurisdiction over this
12 judicial proceeding for all purposes, including but not limited to: amending, supplementing, or
13 deleting any provision of this order; enforcing compliance with or punishing violations of this
14 order; and ordering any additional relief that may be reasonably necessary or appropriate.

15 8. Until further order of this Court, Silver & Wright LLP is hereby appointed to serve
16 without bond as receiver for the Corporation (the Receiver).

17 9. No individual, person, or entity shall take any of the following actions without
18 leave of the Court: sell any interest of the Corporation; encumber any asset of the Corporation,
19 institute any judicial proceeding against the Corporation; institute any judicial proceeding against
20 the Receiver relating to the Corporation or the Receiver's actions with respect to the Corporation;
21 create or enforce any lien on the Corporation; secure any indebtedness with the Corporation's
22 assets or property as collateral; institute any judicial proceeding against Big Basin Water
23 Company, Inc.; or cause to be issued, served, or levied upon Big Basin Water Company, Inc. any
24 judicial summons, subpoena, attachment, or writ of execution.

25 10. The Receiver or the Central Coast Water Board may at any time apply to this
26 Court for further instructions and orders for additional powers necessary to enable the Receiver to
27 properly perform the Receiver's duties, or to replace the Receiver if the purposes of the this
28 Receivership Order are not being served. Notice of any such application shall be provided to the

1 Receiver, the Central Coast Water Board, and the Owners. The Receiver is appointed for purposes
2 of stabilizing the WWTP, returning it to compliance with California’s Porter-Cologne Water
3 Quality Control Act, including waste discharge requirements, notices of violation, directive(s),
4 cleanup and abatement order, and technical reporting requirements issued pursuant thereof (the
5 “Act”) and implementing regulations, and transitioning the WWTP to the control of an individual
6 or entity that will operate the WWTP in compliance with the Act after the receiver is discharged.

7 11. The Receiver shall not be held personally liable for any good faith, reasonable
8 effort to assume possession of and operate the Corporation in compliance with this Order.

9 12. The Receiver is authorized, in the exercise of his discretion, and subject to the
10 control of this Court and the laws regarding receivership, to do all acts necessary for the proper
11 and lawful conduct of the receivership. Specifically, in addition to the full powers granted to
12 court receivers under Code of Civil Procedure section 564, *et seq.*, the Receiver has the following
13 authority and duties and is subject to the terms below that shall govern the receivership.

14 **B. Power and Authority of the Receiver**

15 13. The Receiver immediately shall assume full and complete possession and control
16 of the Corporation in its entirety, including all property, real or personal, tangible or intangible,
17 that is in any manner used in or for the Corporation's operations, or the treatment of wastewater,
18 and all facilities, infrastructure, components, books, records, accounts, and other property of the
19 Corporation. The Receiver’s powers extend to all the Corporation’s funds, properties, accounts,
20 insurance policies, and assets of whatever kind and wherever situated. The Owners, and all agents
21 of the Corporation, are ordered to inform the Receiver of all the assets of the Corporation—
22 including but not limited to real property, financial, and banking assets—and to cooperate in the
23 orderly transition of control of all Corporation assets and accounts to the Receiver. The
24 Corporation’s assets include but are not limited to all assets owned by Big Basin Water Company,
25 Inc. that are not subject to the System Receivership Order. The Corporation’s assets also include,
26 but are not limited to, Santa Cruz County Assessor’s Parcel Numbers 083-293-01, 083-251-77,
27 083-251-41, and 083-251-21 (Site). The receivership does not interfere or alter with the System
28

1 Receivership Order. In the event there is property that is used in the operation and/or maintenance
2 of both the System and the WWTP, the Receiver shall identify that property and comply with
3 paragraph 39, below. Assets of the Corporation that are not used in the operation and/or
4 maintenance of either the System or the WWTP are available for any use that furthers the goals of
5 this Receivership and/or the System Receivership.

6 14. The Receiver shall have all powers, authorities, rights, and privileges heretofore
7 possessed by the Owners in relation to the Corporation under applicable state and federal law, and
8 by the governing charters, by-laws, articles, and/or governing agreements, in addition to all
9 powers and authority of a receiver at equity, and all powers conferred upon a receiver by the
10 provisions of Code of Civil Procedure section 564, *et seq.*

11 15. The Receiver shall manage, maintain, preserve, care for, operate, and control the
12 Corporation. The Receiver may expend the Corporation's funds and revenues for operation and
13 maintenance of the WWTP and repairs and improvements to the WWTP and may accumulate a
14 reasonable reserve on behalf of the Corporation. The Receiver is authorized and directed to take,
15 hold, and maximize for the Corporation's use, all property and assets to which the Corporation
16 has possession or may be entitled. The Receiver shall have the sole power to contract on behalf of
17 the Corporation and on matters involving or relating to the Corporation. The Receiver is
18 authorized to rent, lease or contract in connection with any Corporation asset, liability, or other
19 property on such terms as the Receiver deems proper.

20 16. The Receiver may retain current employees, consultants, contractors, and vendors
21 for the Corporation, and engage new employees, consultants, contractors, and vendors for the
22 Corporation. The Receiver may pay employees, consultants, contractors and vendors a reasonable
23 amount for goods and services rendered, which shall be paid from the Corporation's revenue or
24 reserves at direct cost, without any markups or fees. The Receiver shall provide notice to the
25 Central Coast Water Board of intent to employ a consultant and shall, upon request, provide the
26 Central Coast Water Board with a copy of the consultant's contract. The Receiver shall disclose to
27 the Central Coast Water Board any personal or financial relationship between the Receiver and
28 the consultant.

1 17. The Receiver may, on behalf of the Corporation, seek, apply for, accept, and
2 administer any grant or loan funding that may be made available by the State of California or
3 other public or private sources for upgrading the existing WWTP, making repairs, consolidating
4 the WWTP with another wastewater treatment facility or system, facilitating the transfer of the
5 WWTP, and for related evaluation and planning activities, as the Receiver deems necessary and
6 appropriate.

7 18. The Receiver shall collect, from the Corporation's customers, payment for any
8 fees, surcharges, or other amounts the Corporation is or may be authorized to charge to the
9 customers in connection with the provision of wastewater and related services.

10 19. The Receiver may take any action necessary with the California Public Utilities
11 Commission, including seeking rate adjustments to pay the Corporation's expenses and fund
12 improvements to the WWTP or for changes to the Corporation's tariff.

13 20. The Receiver may purchase property insurance, liability insurance, and any other
14 form of insurance that is proper for the Corporation and liability insurance for the Receiver in
15 connection with his activities related to the Corporation.

16 21. The Receiver may institute ancillary judicial or administrative proceedings in this
17 State as necessary to assume possession of, operate, manage, control, preserve, or protect the
18 Corporation, including to obtain possession or control of any Corporation asset or enforce the
19 Corporation's rights against any party.

20 22. The Receiver may reject any contract presently in force that relates to or involves
21 the Corporation, on the giving of notice to the contracting parties as provided in their contract.

22 23. The Receiver must seek Court approval to hire outside legal counsel, if necessary
23 to assist with the duties that fall within the Receiver's powers and authority as described in this
24 Order.

25 24. The Receiver may, upon notice to the Owners, the Central Coast Water Board, and
26 any other interested party who has requested notice, and subject to confirmation by this Court,
27 sell or transfer any of the Corporation's real or personal property in the Receiver's possession, or
28 the Corporation as a whole. Confirmation will generally be granted upon a showing that the sale

1 or transfer is fair to the respective parties and is in the best interest of the Corporation's
2 customers.

3 25. The Receiver is authorized to access and control all components of the
4 Corporation necessary to operate the Corporation, including the WWTP, including real property
5 used in connection with the Corporation or to collect, treat, and properly dispose wastewater in
6 accordance with all waste discharge requirements.

7 26. The Receiver is authorized to immediately borrow up to \$1,000,000 on behalf of
8 the receivership estate, secured as a super-priority lien against the Corporation and the assets of
9 the Corporation, for purposes of complying with this order, the Stipulation, and the Final
10 Judgment and any other orders of this Court, securing the Corporation, inspecting it, insuring it,
11 operating it, and developing a viable plan in accordance with this Court's orders.

12 27. As approved by the Court, the Receiver may borrow funds as necessary to pay for
13 the operation and rehabilitation of the WWTP and to pay the costs and debts of the receivership
14 estate. All funds borrowed by the Receiver on behalf of the receivership estate shall be entitled to
15 become super-priority liens against the Corporation and the assets of the receivership estate
16 superseding all other interests. The Receiver may issue and record Court Receiver's Certificates
17 of Indebtedness ("Certificates") to evidence and secure the debts of the receivership estate. The
18 debt evidenced by the Certificates shall be due and payable upon completion of the Receiver's
19 duties hereunder. If the Certificates cannot be immediately satisfied when they become due, the
20 Receiver may apply to this Court to sell the assets of the Corporation and the receivership estate
21 free and clear of all subordinate liens and encumbrances pursuant to Code of Civil Procedure
22 section 568.5.

23 28. Should any lawful order issued by the Receiver, under the authority granted herein,
24 be refused, the Receiver is authorized to enlist the assistance of any duly authorized law
25 enforcement officials or Sheriff deputies and, further, that such law enforcement officials and
26 Sheriff deputies are authorized to employ all reasonably necessary measures to secure cooperation
27 and compliance with any lawful order issued by the Receiver, including but not limited to, the use
28

1 of forced entry into the WWTP or any real assets of the receivership estate should consent to enter
2 be refused.

3 29. The Receiver’s liability in any action against the Corporation, the receivership
4 estate, or the Receiver in its capacity as this Court’s receiver shall be limited to the assets of, and
5 shall be paid by, the receivership estate. The Receiver shall be defended and indemnified by the
6 receivership estate within the scope of the Receiver’s duty pursuant to this appointment.

7 **C. Duties of the Receiver**

8 30. The Receiver shall: incur on behalf of the Corporation the risks and obligations
9 ordinarily and reasonably undertaken by an owner, manager, or operator of a similar business,
10 including compliance with all permits and legal requirements; pay reasonable business expenses;
11 and pay any taxes, assessments, or fees due during the period of the receivership. The Receiver’s
12 liability is limited to the assets of this Receivership estate. Upon appointment, the Receiver is to
13 instruct the Central Coast Water Board where to deposit \$60,000 in funds that are to be provided
14 by the Central Coast Water Board for the benefit of the WWTP, including compensation to the
15 Receiver. Also upon appointment, the Receiver will coordinate with the Central Coast Water
16 Board to ensure prompt payments are made from Central Coast Water Board of Cleanup and
17 Abatement Account (“CAA”). Upon issuance of this Order, the Central Coast Water Board will
18 ensure that \$135,000 in pre-approved emergency Cleanup and Abatement Account (“CAA”)
19 funds are paid to the receiver for costs to operate the WWTP. The Central Coast Water Board
20 understands that the Court Receiver is expressly relying on these CAA pre-approved funds and
21 the \$60,000 in funds as a condition of its appointment. To the extent practicable, the Receiver will
22 solicit input from the County of Santa Cruz when making decisions regarding the expenditure of
23 CAA funds so as to minimize any barriers to the County of Santa Cruz taking over WWTP
24 ownership and operations at a later date.

25 31. The Receiver shall establish an account in the name and for the benefit of the
26 Corporation at a financial institution where deposits are guaranteed or insured under federal law
27 and shall deposit funds received in connection with the receivership into this account. The
28

1 Receiver shall use its best efforts to place existing accounts used to conduct and maintain the
2 Corporation's business in the name of the Receiver.

3 32. The Receiver shall collect the accounts receivable and all other obligations owing
4 to the Corporation, shall bring an action or actions, if necessary in the best interests of the
5 receivership estate, to collect obligations owed to the Corporation, and shall settle and
6 compromise any of the accounts receivable, debts, or obligations whenever the Receiver shall
7 deem it advisable to do so, on such terms and conditions as appear to the Receiver to be
8 justifiable.

9 33. The Receiver shall provide monthly reports to the Central Coast Water Board with
10 a copy to the Owners. These reports shall conform to the requirements of Cal. Rules of Court,
11 Rule 3.118, and any amendments thereto.

12 34. The Receiver shall ensure the WWTP complies with the Act and expeditiously
13 take all steps necessary to bring the WWTP into compliance with the Act and the Central Coast
14 Water Board's waste discharge requirements (including the applicable monitoring and reporting
15 program), notices of violation, directive(s), cleanup and abatement order, and technical reporting
16 requirements.

17 35. Within 14 days of obtaining a verified list of the WWTP's customers, the Receiver
18 shall file a report with the Central Coast Water Board confirming that the Receiver has notified
19 the WWTP's customers of its contact information and any operational and emergency contact
20 changes.

21 36. Within 30 days of this Court's order, the Receiver shall file a report with the
22 Central Coast Water Board, with supporting documentation, confirming that the Receiver has: (a)
23 identified the individual or company that will be operating the WWTP on a day-to-day basis (the
24 "WWTP Operator"); (b) confirmed the WWTP Operator is properly certified and skilled at
25 performing the necessary tasks; and (c) entered an agreement with the WWTP Operator
26 specifying which activities the WWTP Operator will perform when on-site. The Receiver may
27 continue to employ the Corporation's current WWTP operator or retain a new operator, at the
28 Receiver's discretion.

1 37. Within 60 days of entering into the agreement with the WWTP Operator, the
2 Receiver shall file a report with the Central Coast Water Board, with supporting documentation,
3 confirming that the Receiver has: (a) developed emergency contingency plans for WWTP
4 failures; (b) developed contractor contact lists for performing emergency activities; (c) prepared
5 an operations plan and submitted it to the Central Coast Water Board for approval; and (d)
6 prepared a permit plan that includes a scope of work that will allow the WWTP to operate in
7 compliance with current and updated waste discharge requirements and submitted it to the Central
8 Coast Water Board for approval.

9 38. Within 120 days of entering into the agreement with the WWTP Operator, the
10 Receiver shall submit to the Central Coast Water Board for approval a plan for bringing the
11 WWTP into compliance with the Act and the Central Coast Water Board's waste discharge
12 requirements, notices of violation, directive(s), cleanup and abatement order, and technical
13 reporting requirements (the "Compliance Plan"). The Compliance Plan shall, at minimum, contain
14 the following elements with deadlines for completing each element: (a) plan to comply or remain
15 in compliance with the waste discharge requirements, orders, directives, and technical reporting
16 requirements issued by the Central Coast Water Board; (b) plan to conduct a WWTP collection
17 system status assessment report for addressing all infrastructure upstream of the WWTP relevant
18 for the transmission of wastewater to the WWTP (the "Collection System"), including those
19 factors that may cause significant inflow and infiltration during storm events; (c) timeline for plan
20 for addressing deficiencies in the Collection System and obtaining cost estimates for potential
21 alternatives; (d) timeline for selecting preferred alternative for obtaining waste discharge
22 requirements compliance and addressing Collection System issues; (e) complete plans and
23 specifications for preferred alternative; (f) secure funding for preferred alternative; (g) implement
24 preferred alternative; and (h) draft plan for Corporation's management, operation and
25 maintenance post-receivership. Upon the Central Coast Water Board's approval, the Receiver
26 shall lodge this Compliance Plan with the Court, with notice to the Owners. Following the
27 appointment of the Receiver, on or before March 1, June 1, September 1, and January 1 of each
28 calendar year, the Receiver shall submit a report to the Central Coast Water Board and Owners

1 that describes the steps taken in connection with the Compliance Plan, with supporting
2 documentation. If the Receiver determines that modifications to the Compliance Plan are
3 necessary, the Receiver shall submit proposed modifications to the Central Coast Water Board for
4 approval, and upon approval, lodge the modified Compliance Plan with the Court, with notice to
5 the Owners.

6 39. Within 90 days of entering into the agreement with the WWTP Operator, the
7 Receiver shall prepare an inventory of all property possessed by the Corporation under this order
8 and submit this inventory to the Court, with copies to the Central Coast Water Board and the
9 Owners. The Receiver is to include in the inventory an identification of property that is used in
10 common with the System and a plan for the ongoing use of that property, including if the property
11 is to continue to be used by the System and by the Corporation, on behalf of its WWTP
12 operations, or if the property is to be used solely by the System or solely by the Corporation on
13 behalf of its WWTP operations. Assets of the Corporation that are not used in the operation and/or
14 maintenance of either the System or the WWTP are available for any use that furthers the goals of
15 this Receivership and/or the System Receivership. The Receiver must promptly file a
16 supplemental inventory of any subsequently obtained property.

17 40. On or before January 1 of each calendar year, the Receiver shall submit a proposed
18 annual budget to the Court for approval, with notice to the Central Coast Water Board and the
19 Owners.

20 41. The Receiver's deadlines in this Order shall be interpreted as instructional
21 objectives, but the Receiver shall be granted extensions as is reasonably necessary based upon the
22 unknown circumstances of this case as they arise. Assuming control of the Corporation is a
23 massive undertaking with tremendous unknowns and unpredictable circumstances. The Receiver
24 is blind to the actual conditions of the WWTP, and it is unknown what level of cooperation the
25 Receiver will receive upon appointment and whether the Receiver will be afforded sufficient
26 resources to meet the demands of this appointment. The Receiver is not responsible for the
27 conditions of the WWTP it is accepting appointment to correct, and the Receiver shall be afforded
28 significant latitude as it endeavors to correct the conditions necessitating its appointment. To the

1 extent that the Receiver is able to more efficiently satisfy its duties under the System
2 Receivership Order and the Receivership Order by consolidating reports, analysis, or tasks, the
3 Receiver is encouraged to consolidate activities and notices to specified parties. The duties of the
4 receiver are to be interpreted so as to maximize the efficiency of the Receivership in its
5 implementation of the System Receivership Order and the Receivership Order.

6 **D. Compensation of Receiver**

7 42. The Receiver is permitted to charge up to \$385.00 per hour for services rendered
8 by it. This rate may be increased upon the Receiver's application to the Court, with notice to the
9 Central Coast Water Board and the Owners.

10 43. The Receiver may pay the Receiver's own fees and expenses by either: (a) serving
11 on the Central Coast Water Board and the Owners a notice of intent to pay to which no objection
12 is received by the Receiver within 20 calendar days of the notice; or (b) filing with the Court and
13 serving on the Central Coast Water Board and the Owners a request for interim payment, which
14 the Court then approves.

15 44. The Receiver shall be entitled to reimbursement of all expenses incurred directly
16 benefiting the receivership estate. The Receiver shall not be reimbursed for the Receiver's general
17 office administration expenses or overhead, such as office supplies, office rent, or other expenses
18 not exclusively related to the receivership.

19 **E. Discharge of the Receiver**

20 45. The receivership shall remain in place no longer than the conditions that justify it
21 make necessary. The Court will discharge the Receiver as soon as it is satisfied, in consultation
22 with the Receiver, that if the Receiver is discharged, the WWTP will be operated by an individual
23 or entity with the technical, managerial, and financial capacity necessary to ensure that the
24 WWTP is, and will remain, in compliance with the Act and Central Coast Water Board permitting
25 requirements. The Court expects that, as the receivership progresses, the Receiver will facilitate
26 the transition of the WWTP's control to the individual or entity that will operate the WWTP after
27 the Receiver is discharged. No non-cash assets of the Corporation are to be returned to the
28

1 Owners. To the extent Corporation assets are not included as part of the transition of the WWTP
2 to an entity that will operate the WWTP, the Receiver shall propose a distribution plan for the
3 Court's ultimate approval, with notice to the Central Coast Water Board, the Division and the
4 Owners. Any cash proceeds owed to the Owners from the sale of assets will be disbursed pursuant
5 to the Final Judgment.

6 46. Discharge of the Receiver shall require a Court order upon noticed motion for
7 approval of the Receiver's final report and account. To initiate this discharge, the Receiver shall
8 file, serve, and obtain a hearing date on a motion for discharge and approval of the final report
9 and account. The motion to approve the final report and account and for discharge of the Receiver
10 shall contain the following: (a) a declaration or declarations stating what was done during the
11 receivership, certifying the accuracy of the final accounting, stating the basis for the termination
12 of the receivership (such as sale of the WWTP to a new owner or its consolidation with another
13 wastewater treatment facility or system), and stating the basis for an order for the distribution of
14 any receivership assets; and (b) a summary of the receivership accounting which shall include the
15 total revenues received, the total expenditures identified and enumerated by major categories, the
16 net amount of any surplus or deficit, and evidence of any necessary supporting facts.

17 To ensure the orderly operation of the receivership and maximize the value of the
18 Corporation, **IT IS HEREBY FURTHER ORDERED** that while the receivership is pending,
19 and until the further order of the Court, the COURT ORDERS the Owners and their employees,
20 agents, contractors and representatives to do the following:

21 47. Make all reasonable efforts to cooperate with the Receiver, not obstruct the
22 Receiver in the performance of his duties, and ensure that the Receiver can access, possess, and
23 control all Corporation property, including all property controlled by the Owners that is in any
24 manner used in the WWTP's operations or the treatment of wastewater or related services to the
25 WWTP's customers.

26 48. Immediately turn over possession of the Corporation's property to the Receiver,
27 including any prepaid fees or surcharges and other Corporation funds, whether such funds have
28 been deposited into the Corporation's accounts.

1 49. Immediately turn over to the Receiver all documents, books, accounts, bank
2 accounts, deposit accounts, records, deeds, casements, tax information, papers, payroll and
3 employee related information, current and past customer lists and contacts, access codes, keys,
4 passwords, access to social media and other websites for the Corporation, and any other
5 documents and data, whether in electronic or hardcopy form, and wherever located, that pertain to
6 the Corporation. To the extent that these items are not in their possession or control, the Owners
7 must immediately notify the Receiver of their existence and make reasonable efforts to obtain
8 them and turn them over to the Receiver. The Owners must cooperate with the Receiver to ensure
9 any unrecorded easements or deeds are promptly recorded, and to execute all documents that are
10 necessary for the Receiver to carry out the authorities and duties set forth in this order.

11 50. Immediately advise the Receiver in writing about the nature and extent of
12 insurance coverage of the Corporation's property and name the Receiver as an additional insured
13 on each insurance policy. The Owners may not cancel, reduce, or modify any insurance coverage,
14 and must notify the insurance company that the Receiver has exclusive authority to make changes
15 to the existing insurance coverage until the conclusion of the receivership.

16 51. Immediately advise the Receiver in writing about the nature and extent of any
17 ongoing and past negotiations pertaining to the potential sale, reorganization, or consolidation of
18 the WWTP.

19 52. Immediately advise the Receiver in writing about the nature and extent of any
20 ongoing and past WWTP failures, shutdowns, glitches, shortfalls, and malfunctions.

21 53. Immediately advise the Receiver in writing about the nature and extent of any
22 suspected potential future WWTP failures, shutdowns, glitches, shortfalls, or malfunctions.

23 54. Refrain from the following acts: (a) committing, encouraging, or allowing any
24 waste, or any act on the Corporation in violation of the law or this Court's order; (b) removing,
25 transferring, encumbering, disposing, or concealing any fixtures of the Corporation; (c)
26 demanding, collecting, or concealing any customer bill payments, surcharges, fees, or any other
27 charges or revenue in connection with the Corporation's provision of wastewater treatment
28 services, whether such services were provided before or after the date of this Order; (d)

1 interfering in any manner with the Receiver's duties or obligations under this order; or (e)
2 committing any act that would diminish or impair the preservation of the WWTP or the
3 Receiver's possessory right to the Corporation and its components and rights.

4 To promote judicial efficiency and ensure the orderly operation of the receivership, **IT IS**
5 **HEREBY FURTHER ORDERED** that all persons who receive actual or constructive notice of
6 this Order are ordered to do the following: (a) obtain this Court's approval to prosecute any new
7 judicial proceedings that involves the Receiver, Big Basin Water Company, Inc., or the
8 Corporation; (b) refrain from interfering with any property in the control of Receiver or that is
9 subject to this Order; and (c) turn over to the Receiver any Corporation asset within five (5)
10 business days of receipt of a copy of this Order.

11 //

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14 **IT IS SO ORDERED.**

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16 Date: 11/9/2023 9:06:24 AM



JUDGE OF THE SUPERIOR COURT
Timothy Volkmann

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EXHIBIT B



BOWMAN & WILLIAMS

CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

ESTABLISHED IN 1908, A CALIFORNIA CORPORATION SINCE 1974

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PRELIMINARY ENGINEER'S REPORT

FOR THE

COUNTY OF SANTA CRUZ
COUNTY SERVICE AREA NO. 7
(BCWTP & BBWCWTP PROJECT)

Prepared for:

Community Development & Infrastructure County of Santa Cruz
Big Basin Water Company (c/o Receiver)

Prepared by:

Bowman & Williams
Civil Engineers | Land Surveyors

March 5, 2024



COUNTY OF SANTA CRUZ
COUNTY SERVICE AREA NO. 7
(BCWTP & BBWCWTP PROJECT)

PRELIMINARY ENGINEER'S REPORT

CONTENTS

	<u>Page No.</u>
County Directory	ii
Introduction	1
Method of Charge	3
Cost Estimate	8
Appendix	11
Exhibit A - CSA BOUNDARY DIAGRAM	
Exhibit B - CSA ZONE MAP	
Exhibit C - CSA CHARGE REPORT ZONE 1	
Exhibit D - CSA CHARGE REPORT ZONE 2	

COUNTY OF SANTA CRUZ
COUNTY SERVICE AREA NO. 7

COUNTY DIRECTORY

Board of Supervisors

Manu Koenig
Supervisor District 1

Zach Friend
Supervisor District 2

Justin Cummings
Supervisor District 3

Felipe Hernandez
Supervisor District 4

Bruce McPherson
Supervisor District 5

County Staff

Matt Machado, PE
Deputy County Administrative Officer
and Director of CDI

Beatriz Barranco, PE
Senior Civil Engineer - Sanitation

Michael De Smidt
Assistant County Counsel

Big Basin Water Company, Inc

Nicolas L. Jaber, Esq.
for Serviam BY Wright LLP
Court Receiver, BBWCWTP

COUNTY OF SANTA CRUZ
COUNTY SERVICE AREA NO. 7

INTRODUCTION

Background Information

On May 21, 1968, the Board of Supervisors (the Board) passed and adopted Resolution number 345-68 to establish Boulder Creek County Service Area No. 7 (CSA 7) to provide operation and maintenance of the Boulder Creek Wastewater Treatment Plant (BCWTP), pursuant to Government Codes 25210. This CSA 7 charges each connected parcel, within the CSA boundary, a fee for sewer service, as an incident of property ownership. BCWTP treats the domestic wastewater from the Boulder Creek Country Club and housing suburbs with an average daily flow of 30,144 gallons per day. These facilities are operated and maintained by the County of Santa Cruz Public Works' Sanitation Division, administered through CSA 7, pursuant to CA Government Code § 61100(b) and the Sanitary District Act of 1923, Division 6. Revenues to operate the treatment facility and associated sewer collection system are collected via annual charges levied on all parcels whose properties are connected to the system.

At the request of the State Water Board and the Big Basin Water Company Wastewater Treatment Plant (BBWCWTP) receivership, the Fallen Leaf neighborhood, which is located within CSA 7 but not currently included in the charge report, needs to have their sanitation service charges incorporated into the CSA 7 annual fee report. These parcels are served by the Big Basin Water Company wastewater plant which was severely damaged by the CZU fire in 2020 and was inoperable until August 17, 2023. In November 2023, the Superior Court of the State of California for the County of Santa Cruz appointed Silver & Wright LLP as the Court's Receiver for the BBWCWTP. The California Regional Water Quality Control Board, Central Coast Region (State) and Silver & Wright have worked closely with County of Santa Cruz to develop a plan for the County to take over maintenance and operation of the BBWCWTP wastewater plant. The Fallen Leaf neighborhood's charges would fund the remaining repairs and annual maintenance of BBWCWTP which was damaged in the CZU fire. The neighborhood is comprised of 32 parcels, as identified on the Assessor's Parcel book 83 page 29. Since these parcels connect to BBWCWTP not BCWTP, they are a distinct zone, within CSA 7, and the Board can form separate zones pursuant to CA Govt Code § 25217-25217.4 (2023). Thus, Zone 1 will include all the CSA 7 parcels on the current charge report, served by BCWTP. Zone 2 will include all 32 Fallen Leaf neighborhood parcels, plus an additional CalFire parcel currently receiving extended services outside the CSA 7 jurisdictional boundary, per CA Government Code §25217.2. Once established, Zone 2 parcels will be added to the CSA 7 annual charge report.

As required by the Constitution Article XIII D, Section 6, this Engineer's Report describes the improvements, operation, and maintenance to be financed through CSA 7 revenue. The report provides an updated budget and the increase attributable to each parcel to cover the increased costs of maintaining and operating BCWTP, which serves the existing CSA 7 parcels, now identified as Zone 1. Secondly, the report provides an estimated budget for the improvement, operation, and maintenance of BBWCWTP in Zone 2, and lists the proposed charges for each parcel within the new zone where sewer service by BBWCWTP is immediately available.

COUNTY OF SANTA CRUZ
COUNTY SERVICE AREA NO. 7

METHOD OF APPORTIONMENT

This report has two components.

Part (1): standard engineer's analysis for a 10% increase to the existing charges levied on CSA 7 parcels.

These parcels will be designated Zone 1 parcels and the increased revenue will continue to fund the operation and maintenance of BCWTP.

Part (2) is the creation of Zone 2, within CSA 7, which includes all 32 parcels that are served by Big Basin Water Company Wastewater Treatment Plant (BBWCWTP). Zone 2 will address the wastewater needs of the residents of the Fallen Leaf neighborhood. This neighborhood is being rebuilt after the CZU fire and needs to reestablish sewer service to BBWCWTP, which was also substantially damaged in the CZU fire. As a result, the Board plans to adopt a Resolution of Intention to begin the process of forming two zones within the County Service Area (CSA) and to collect charges from the Zone 2 parcels to support the operation of BBWCWTP. Zone 2 fees are charged for each parcel where sewer service is immediately available. For parcels that might have a future connection or use, a standby charge is applied. The standby charge must be an benefit assessment and the separate benefit assessment is described within.

A. Fee Analysis

Zone 1

Under section 25215 of the Government Code, whenever the Board of Supervisors determines that the amount of revenue available to a county service area or any of its zones is inadequate to meet the costs of operating and maintaining the services and facilities that the county service area provides, the Board may raise revenues, consistent with the requirements of Article XIII D of the California Constitution. Zone 1 revenue is being increased to meet the operation and maintenance needs for the existing BCWTP.

Zone 2 Standby Charge and Use Fee

Zone 2 revenue is being established pursuant to Government Code 25215.7, which allows the Board to approve collection of a reasonable fee or charge from any person or parcel benefiting from the County's installation and/or operation of a sewer facility, such as the Big Basin Water Company facility. Article XIII D Section 6 of the Constitution defines the procedures for new or increased charges for services administered under CSA management. The Government Code, section 25215.6 allows for standby sewer

charges pursuant to the Uniform Standby Charge Procedures Act (Chapter 12.4 (commencing with Section 54984) of Part 1 of Division 2 of Title 5). However, standby fees charged for service that is not immediately available must be analyzed as an assessment rather than a charge. This is of particular relevance to Zone 2, where half the parcels are in a state of temporary vacancy while the owners rebuild after the destruction from the CZU fire.

Standby Charges under 25215.6: "(a) The board may charge standby charges for water, sewer, or water and sewer services. . . If new, increased, or extended assessments are proposed, the board shall comply with the notice, protest, and hearing procedures in Section 53753."

Implementing Use Fees under 25215.7: "Whenever a person installs . . . facilities for sewer or water service, and the board determines that it is necessary that those facilities be constructed so that they can be used for the benefit of property within a county service area other than the property of the person installing the facilities, and the facilities are dedicated to the public or become the property of the county or the county service area, the board may by contract agree to reimburse that person [including a county] for the cost of the installation of those facilities. This contract may provide that the board may collect a reasonable fee or charge from any person using those facilities for the benefit of property not owned by the person who installed the facilities."

The cost of the ongoing operation and maintenance needs for CSA 7 has been identified in the following analysis. This cost is allocated proportionally to properties within CSA 7, based exclusively on use and connection to the respective sewer facility, per parcel. The method of apportionment for the proportionate allocation of charges herein is the same methodology used in determining the existing charges, for Zone 1 parcels served by BCWTP. The same methodology used for Zone 1 has been applied to the newly formed Zone 2, parcels served by BBWCWTP. The methodology uses equivalent benefit analysis to distribute the charge based on use relative to that of a single-family residence. For example, commercial or public properties have a higher use than single family residence properties. Their charge is thus higher relative to the single-family residence parcels.

Under this Engineer's Report, no charge is imposed on any parcel which exceeds the reasonable cost conferred on that parcel due to its proportional share of the improvement, operation, and maintenance facility cost (see appendix for charge report for Zone 1 and Zone 2).

B. Charge Reports

Zone 1: There are 343 parcels in CSA 7 Zone 1. 39 have their own septic system and thus are exempt from the charge report. 96 parcels have single family residences (SFR), and 88 of those pay fees currently. 8 single family homes and their connections were destroyed in the CZU fire and do not currently pay a fee. 163 parcels contain multifamily residences or condominiums or apartments. 3 parcels have commercial buildings. A summary of fiscal year 2019-2020 charges is included below to demonstrate the existing method of apportionment of fees:

Unit Type	No. of Units	Sewer Service Charge FY 2019/2020
Golf Course Pool	1	\$1,479.15 plus \$6.76 per HCF
Golf Course, Club House	1	\$1,479.15 plus \$6.76 per HCF
Condos	163	\$1,932.81
Golf Course Tennis Court	1	\$1,479.15 plus \$6.76 per HCF
Single Family	98	\$2,143.82

HCF = hundreds cubic feet

From the charges noted above, historically, condos pay 90% of what a single-family residence (SFR) pays. Commercial properties pay a lump sum that is 69% of the SFR, plus a use-based charge to account for the higher discharge rates seen at commercial properties. In this Engineer’s Report, all rates are to receive a uniform 10% increase in their fee, but the method of apportionment is not changing. See the appendix for the 2024-2025 fiscal year charge report and a three-year prediction of rate increases, based on Consumer Price Index (CPI) rates.

Zone 2: The method of apportionment used to charge each parcel in CSA 7 Zone 2 is the equivalent benefit unit (EBU) method. The equivalent benefit unit method is a commonly used approach for levying charges or assessment fees on parcels within a CSA. Under this method, each parcel is assigned an equivalent benefit unit based on sewer discharge relative to that of a parcel that contains a single-family residence (SFR). The total annual cost of operating, maintaining, and servicing the CSA is divided by the sum of all equivalent benefit units to determine the cost per unit. This is similar to the method used in the formation of CSA 7 Zone 1 charges.

There are 32 parcels in CSA 7 Zone 2; the CalFire parcel will be annexed into CSA 7 in the immediate future, resulting in 33 parcels. Two parcels are publicly owned and contain sewer facility infrastructure, and one other parcel is unbuildable. These three parcels are thus exempt from the analysis. There are 29 remaining residential parcels. Two do not have existing sewer laterals. BBWCWTP provided sewage treatment and disposal services to the remaining 27 parcels, prior to the CZU fire, and therefore these 27 parcels are subject to the new Zone 2 connection charges or standby charges.

Unit Type	No. of Units	Proposed Sewer Service Charge FY 2024-2025
Single Family Residence	12	\$3,728.81
Vacant parcels	17	\$932.20
CalFire Fire Station	1	\$0
BBWCWTP Facility	1	\$0
BCWTP Effluent Pump Station	1	\$0

HCF = hundreds cubic feet

In Zone 2, out of the 27 residential parcels, there are 15 parcels that had active sewer connections to BBWCWTP but do not currently utilize those connections due to property damage from the CZU fire. These parcels are assessed a standby charge equivalent to a quarter of that charged for a single family residence. Two parcels have possible future connections to the BBWCWTP facility, although they did not have existing connections prior to the fire. These two parcels are also assessed a standby charge. Lastly, there are two parcels in construction. These permitted but not completed structures are charged a standby charge. Because the sewer connection is not immediately available, this standby charge is considered an assessment under the Constitution XII Section 4 (see below for the separate assessment analysis for these 17 parcels).

There are 12 parcels in the Fallen Leaf neighborhood that have temporary housing or new permanent residences. These parcels are charged the full 1.0 single-family residence fee. The parcel equivalents, based on parcel status, is tabulated below with their respective charges or assessments:

Zone 2 Equivalent Benefit Units FY 24-25		
TYPE	EBU	Fee
Single Family Residence (charge)	1	\$ 3,728.81
Fire Station (charge)	2	\$ 7,457.63
Stand by (assessment)	0.25	\$ 932.20
Unbuildable (exempt)	0	\$ 0

The charge attributable to each parcel assumes all previously built out parcels will eventually rebuild and use the immediately available sewer discharge service. This is the optimal future status for Zone 2. Parcels with single family residences and temporary but occupied structures are the base unit for the equivalent benefit unit methodology. Permitted but in construction parcels and standby parcels are those that could connect in the future or have existing laterals but no current use. These have a benefit unit of 0.25 of a single family. The quarter equivalency acknowledges the vacant status of the parcel but generates revenue to operate and maintain the facility that will serve these parcels should they rebuild in the near future.

Zone 2 Assessment Analysis:

There is no general benefit to the public at large by having the BCWCWTP operate and serve the Fallen Leaf neighborhood. Any benefit derived from the potential connection to the wastewater treatment facility is a special benefit, and as such is assessed only on the parcels served by the facility and which receive the special benefit. Thus, the special benefit conferred on these standby parcels is the reasonable and proportionate cost of maintaining capacity in the sewer system for the parcels should they decide to connect in the future.

The CalFire parcel is currently outside the CSA 7 boundary, but there are plans to annex this parcel, under LAFCO procedures, into the District since it is serviced by BBWCWTP. As such, they have been included in the charge report for Zone 2 but will not have their charge collected until such time as the proper LAFCO process for annexation into the CSA has been completed. Given that the CalFire parcel currently connects to and discharges to BBWCWTP and is a public entity similar to a commercial entity such as those in Zone 1, they have been assessed at double the cost of a single-family residence, pending flow data. Upon the County's receipt of at least one year of flow data showing monthly hundred cubic feet (HCF) of use, the CalFire parcel shall be assessed at the lump sum rate of two times a single-family residence, plus a usage rate times HCF, similar to the methodology utilized in Zone 1 for commercial property.

COUNTY OF SANTA CRUZ
 COUNTY SERVICE AREA NO. 7

COST ESTIMATE

The Act requires that a special fund be set up for the revenues and expenditures of the CSA. Funds raised by the charges shall be used only for the purposes as stated herein. Zone 1: The total operation and maintenance charge revenue for FY 2024-2025 at BCWTP is \$661,630.00. The proposed FY 25-26 budget includes an estimated 5% CPI increase.

	Item Description – Zone 1	Actual FY 23-24	Proposed Budget FY 24-25	Proposed Budget FY 25-26
	Beginning Fund Balance	\$1,173,537	\$312,980	\$118,431
	Revenue			
	<i>CSA Service Charges</i>	\$598,035	\$661,630	\$694,711 *
	Other Revenue- FEMA, grant	\$289,174	\$405,312	
	Total Revenue	\$2,060,746	\$1,379,922	\$813,142
1	Maintenance and Improvement			
	Maintenance and Operation	\$502,076	\$325,000	\$342,000
	Spill Response		\$800	\$900
	Generator Repair		\$575	\$575
	Pump & Motor Replacement		\$8,000	\$20,000
	Engineering		\$5,000	\$5,000
	Sludge Disposal		\$16,000	\$16,000
	Lab Testing		\$9,000	\$9,500
	Cathodic Prot. Charge		\$1,600	\$1,650
	EQ tank replacement		\$811,000	\$220,000
	Subtotal	\$502,076	\$1,176,975	\$ 615,625
2	Admin/Contract Management			
	Interest	\$23,592		
	Insurance	\$1,138,836		
	Utilities	\$43,500	\$44,000	\$48,000
	Admin Fees for collecting charge (1%)	\$5,980	\$6,616	\$7,155
	Permits	\$28,882	\$29,000	\$29,000
	Sanitation Admin/CSA/Public Hearings	\$1,000	\$3,000	\$3,000
	Acct & Audit Fees	\$900	\$1,900	\$1,900
	Subtotal	\$1,245,690	\$84,516	\$89,055
	Total Expenditure	\$1,750,766	\$1,261,491	\$ 704,680
	Ending Fund Balance	\$312,980	\$118,431	\$108,462

Zone 2: The total improvements, operation, and maintenance budget for BBWCWTP is **\$110,000** (the tabulated \$84,400 below, times a contingency percentage to allow for items, conditions, or events for which the occurrence and/or effect are uncertain). The proposed charge revenue for FY 2024-2025 in Zone 2 is **\$68,050**. The tables below show the expected revenue and expenditures that inform the proposed Zone 2 budget.

	Item Description – Zone 2	Proposed Budget FY 24-25	Proposed Budget FY 25-26	Proposed Budget FY 26-27	Proposed Budget FY 27-28
	Beginning Fund Balance	\$0	(\$16,351)	(\$27,426)	(\$14,266)
	Revenue				
	<i>CSA Service Charges – 5% CPI increase</i>	\$68,050	\$77,326*	\$87,359***	\$91,727***
	Total Revenue	\$68,050	\$60,975	\$59,933	\$77,461
1	Maintenance and Improvements				
	Improvements (grates, lights, gate)		\$14,200		
	Blower noise cover	\$1,200			
	Flow meter vault	\$1,500			
	Operator shed	\$3000			
	Smart cover	\$4,500			
	Subtotal	\$10,200	\$14,200		
2	operations and Management				
	Cypress Management Services**	\$5,801	\$5,801	\$5,799	
	Operations (\$5,700/month)	\$68,400	\$68,400	\$68,400	\$68,400
	Subtotal	\$74,201	\$74,201	\$74,199	\$68,400
	Total Expenditure	\$84,401	\$88,401	\$74,199	
	Ending Zone 2 Fund Balance	(\$16,351)	(\$27,426)	(\$14,266)	\$9,061

*Assumes two in-construction projects are completed and that the CalFire parcel is charged under CSA 7. Includes an assumed 5% CPI increase.

** Cypress has provided outstanding invoices for services provided to BBWCWTP prior to the Receivership. This line item represents the repayment of those invoices, on a three-year payment plan.

*** Assumes 75% build out and annual (approximate) 5% CPI increase.

ANNUAL CHARGE INCREASES

Each parcel within Zone 1 shall be assessed an increase in their charges, per Government Code Section 53739 and at a rate established annually by the County based on inflation percentages published in the U.S. Department of Labor Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area index.

The table below outlines the 3-year future increases for Zone 1, assuming a CPI of 5% annually.

CSA 7 Zone 1	Count	FY 24-25 Rate	Revenue	FY 25-26 Rate	Revenue	FY 26-27 Rate	Revenue	FY 27-28 Rate	Revenue
SFR	88	\$ 2,747.52	\$241,781.47	\$2,884.89	\$253,870.54	\$3,029.14	\$266,564.07	\$3,180.59	\$279,892.27
CONDO	163	\$ 2,477.10	\$403,767.33	\$2,600.96	\$423,955.70	\$2,731.00	\$445,153.49	\$2,867.55	\$467,411.16
COMM	3	\$ 1,895.67	\$5,687.02	\$1,990.46	\$5,971.37	\$2,089.98	\$6,269.94	\$2,194.48	\$6,583.44
COMM / HCF	1201	\$ 8.65 / HCF	\$10,394.01	\$9.09	\$10,913.71	\$9.54	\$11,459.40	\$10.02	12,032.37
TOTAL	254		\$661,629.83		\$694,711.33		\$729,446.89		\$765,919.24

Zone 2 will be allocated an administrative assessment increase per Government Code Section 53739 and at a rate established annually by the County based on inflation percentages published in the U.S. Department of Labor Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area index.

The table below outlines the 3-year future increases for Zone 2, assuming a CPI of 5% annually. Future fiscal year revenue is not shown in the table below because the status of the parcels is changing each year. See the charge report in the appendix for estimated revenues.

CSA 7 Zone 2	Count	FY 24-25 Rate	FY 24-25 Revenue	FY 25-26 Rate	FY 26-27 Rate	FY 27-28 Rate
SFR	12	\$ 3,728.81	\$48,474	\$3,915.25	\$4,111.02	\$4,316.57
Standby	17	\$ 932.20	\$13,050	\$978.81	\$1,027.75	\$1,079.14
Fire Station	1	\$7,457.63	\$7,457.63	\$7,830.51	\$8,222.03	\$8,633.14
TOTAL	30		\$68,050.85			

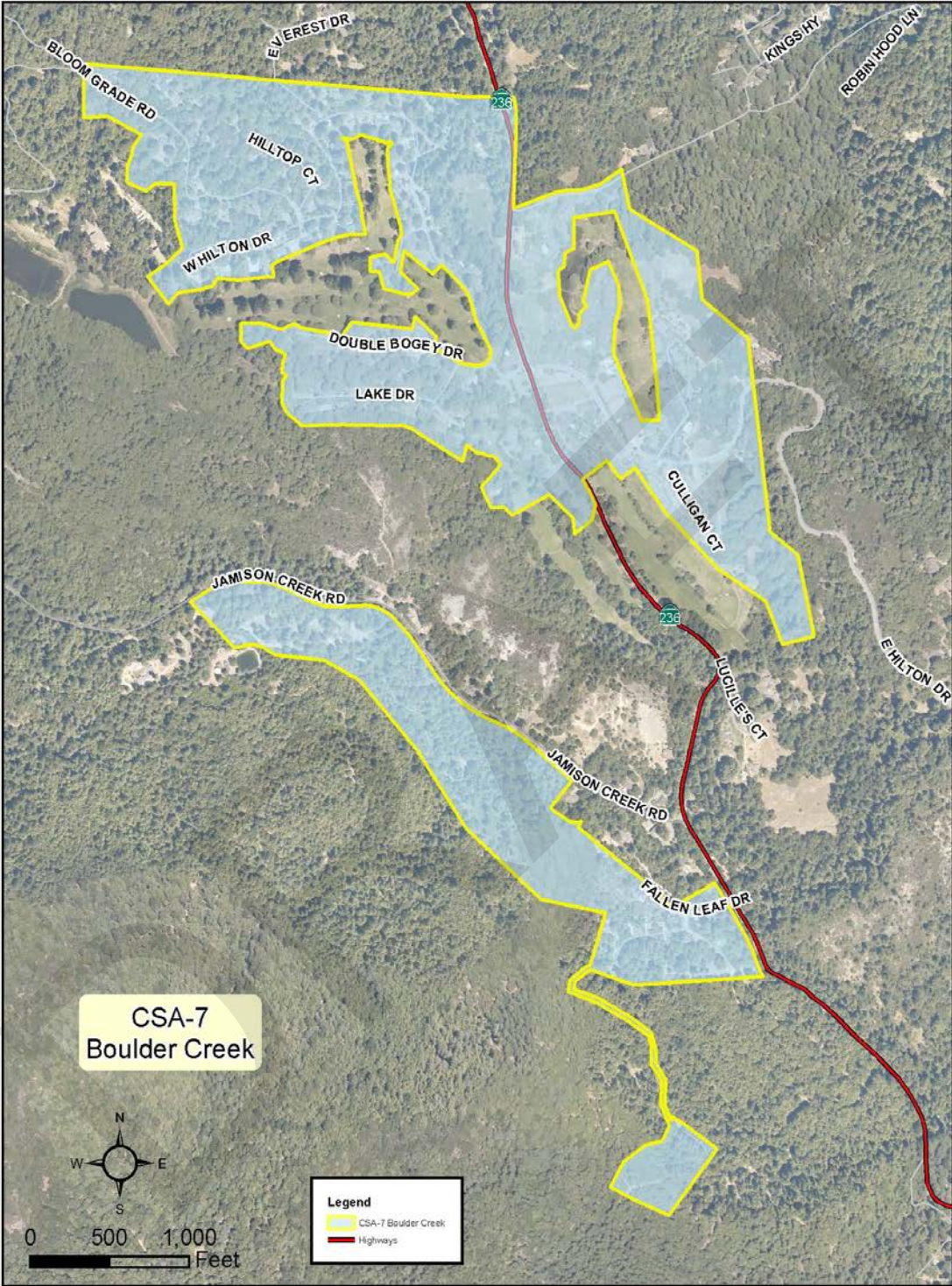
APPENDIX

A - CSA BOUNDARY DIAGRAM

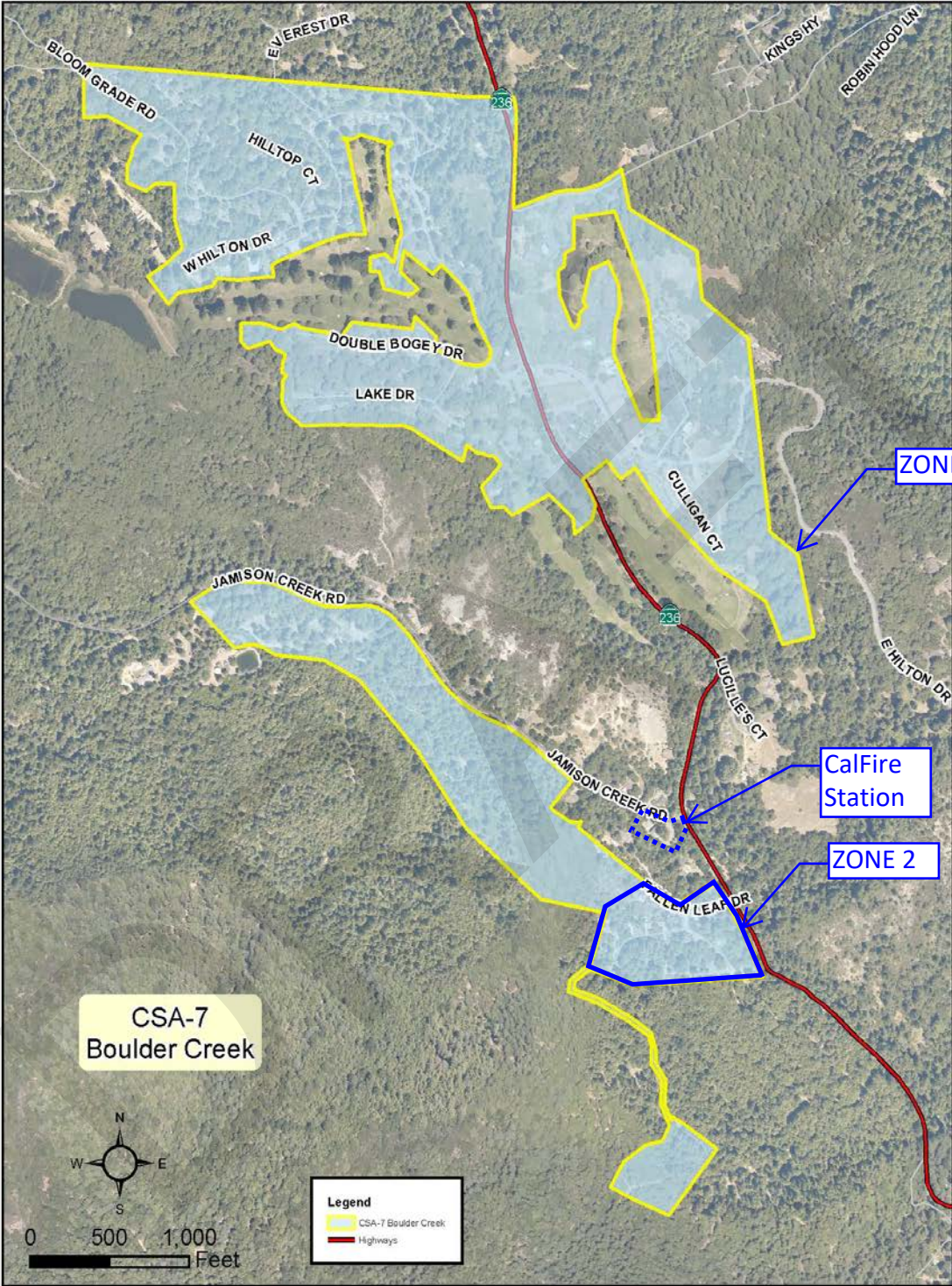
B - CSA ZONE FORMATION MAP

C - CSA CHARGE REPORT ZONE 1

D - CSA CHARGE REPORT ZONE 2



CSA 7 Boulder Creek Map



CSA 7 Zone Formation Map

APN	23-24 Charge	24-25 charge
086-402-06	\$2,251.91	\$2,477.10
086-402-07	\$2,251.91	\$2,477.10
086-402-08	\$2,251.91	\$2,477.10
086-501-01	\$2,251.91	\$2,477.10
086-501-02	\$2,251.91	\$2,477.10
086-501-03	\$2,251.91	\$2,477.10
086-501-04	\$2,251.91	\$2,477.10
086-501-05	\$2,251.91	\$2,477.10
086-501-06	\$2,251.91	\$2,477.10
086-501-07	\$2,251.91	\$2,477.10

APN	23-24 Charge	24-25 charge
086-511-13	\$2,251.91	\$2,477.10
086-511-14	\$2,251.91	\$2,477.10
086-511-15	\$2,251.91	\$2,477.10
086-511-16	\$2,251.91	\$2,477.10
086-511-17	\$2,251.91	\$2,477.10
086-511-18	\$2,251.91	\$2,477.10
086-511-19	\$2,251.91	\$2,477.10
086-511-20	\$2,251.91	\$2,477.10
086-511-21	\$2,251.91	\$2,477.10
086-511-22	\$2,251.91	\$2,477.10

APN	23-24 Charge	24-25 charge
086-581-24	\$2,251.91	\$2,477.10
086-581-25	\$2,251.91	\$2,477.10
086-581-26	\$2,251.91	\$2,477.10
086-581-27	\$2,251.91	\$2,477.10
086-581-28	\$2,251.91	\$2,477.10
086-581-29	\$2,251.91	\$2,477.10
086-581-30	\$2,251.91	\$2,477.10
086-581-31	\$2,251.91	\$2,477.10
086-591-01	\$2,251.91	\$2,477.10
086-591-02	\$2,251.91	\$2,477.10

APN	23-24 Charge	24-25 charge
086-601-05	\$2,251.91	\$2,477.10
086-601-06	\$2,251.91	\$2,477.10
086-601-07	\$2,251.91	\$2,477.10
086-601-08	\$2,251.91	\$2,477.10
086-601-09	\$2,251.91	\$2,477.10
086-601-10	\$2,251.91	\$2,477.10
086-601-11	\$2,251.91	\$2,477.10
086-601-12	\$2,251.91	\$2,477.10
086-601-13	\$2,251.91	\$2,477.10
086-601-16	\$2,251.91	\$2,477.10
086-601-17	\$2,251.91	\$2,477.10
086-601-18	\$2,251.91	\$2,477.10
086-601-19	\$2,251.91	\$2,477.10
086-601-20	\$2,251.91	\$2,477.10
086-601-21	\$2,251.91	\$2,477.10
086-601-22	\$2,251.91	\$2,477.10
086-601-23	\$2,251.91	\$2,477.10

APN	23-24 Charge	24-25 charge	APN	23-24 Charge	24-25 charge	APN	23-24 Charge	24-25 charge	APN	23-24 Charge	24-25 charge
086-311-01	\$2,497.74	\$2,747.52	086-312-11	\$2,497.74	\$2,747.52	086-332-11	\$2,497.74	\$2,747.52	086-411-11	\$2,497.74	\$2,747.52
086-311-02	\$2,497.74	\$2,747.52	086-312-12	\$2,497.74	\$2,747.52	086-332-14	\$2,497.74	\$2,747.52	086-411-13	\$2,497.74	\$2,747.52
086-311-03	\$2,497.74	\$2,747.52	086-312-13	\$2,497.74	\$2,747.52	086-332-15	\$2,497.74	\$2,747.52	086-411-15	\$2,497.74	\$2,747.52
086-311-04	\$2,497.74	\$2,747.52	086-312-14	\$2,497.74	\$2,747.52	086-332-20	\$2,497.74	\$2,747.52	086-411-17	\$2,497.74	\$2,747.52
086-311-07	\$2,497.74	\$2,747.52	086-312-15	\$2,497.74	\$2,747.52	086-341-01	\$0.00	\$0.00	086-411-18	\$2,497.74	\$2,747.52
086-311-13	\$2,497.74	\$2,747.52	086-312-16	\$2,497.74	\$2,747.52	086-341-02	\$2,497.74	\$2,747.52	086-411-21	\$2,497.74	\$2,747.52
086-311-14	\$2,497.74	\$2,747.52	086-312-18	\$2,497.74	\$2,747.52	086-341-03	\$2,497.74	\$2,747.52	086-611-01	\$2,497.74	\$2,747.52
086-311-15	\$2,497.74	\$2,747.52	086-312-19	\$2,497.74	\$2,747.52	086-341-04	\$2,497.74	\$2,747.52	086-611-02	\$2,497.74	\$2,747.52
086-311-16	\$2,497.74	\$2,747.52	086-312-20	\$2,497.74	\$2,747.52	086-341-05	\$2,497.74	\$2,747.52	086-611-03	\$2,497.74	\$2,747.52
086-311-19	\$2,497.74	\$2,747.52	086-323-02	\$2,497.74	\$2,747.52	086-341-06	\$2,497.74	\$2,747.52	086-612-01	\$2,497.74	\$2,747.52
086-311-21	\$2,497.74	\$2,747.52	086-323-03	\$2,497.74	\$2,747.52	086-341-07	\$2,497.74	\$2,747.52	086-612-02	\$0.00	\$0.00
086-311-25	\$2,497.74	\$2,747.52	086-323-04	\$2,497.74	\$2,747.52	086-341-08	\$2,497.74	\$2,747.52	086-612-03	\$2,497.74	\$2,747.52
086-311-26	\$2,497.74	\$2,747.52	086-324-01	\$2,497.74	\$2,747.52	086-341-09	\$2,497.74	\$2,747.52	086-612-04	\$2,497.74	\$2,747.52
086-311-30	\$2,497.74	\$2,747.52	086-324-02	\$2,497.74	\$2,747.52	086-342-02	\$0.00	\$0.00	086-612-05	\$2,497.74	\$2,747.52
086-311-31	\$0.00	\$0.00	086-325-01	\$2,497.74	\$2,747.52	086-342-03	\$0.00	\$0.00	086-612-06	\$2,497.74	\$2,747.52
086-311-39	\$2,497.74	\$2,747.52	086-325-02	\$2,497.74	\$2,747.52	086-342-04	\$0.00	\$0.00			
086-311-41	\$2,497.74	\$2,747.52	086-325-03	\$2,497.74	\$2,747.52	086-342-05	\$0.00	\$0.00			
086-311-42	\$2,497.74	\$2,747.52	086-325-04	\$2,497.74	\$2,747.52	086-342-06	\$2,497.74	\$2,747.52			
086-311-43	\$2,497.74	\$2,747.52	086-325-05	\$2,497.74	\$2,747.52	086-342-08	\$2,497.74	\$2,747.52			
086-311-44	\$2,497.74	\$2,747.52	086-331-01	\$2,497.74	\$2,747.52	086-342-11	\$2,497.74	\$2,747.52			
086-312-01	\$2,497.74	\$2,747.52	086-331-02	\$2,497.74	\$2,747.52	086-342-13	\$2,497.74	\$2,747.52			
086-312-02	\$2,497.74	\$2,747.52	086-331-03	\$2,497.74	\$2,747.52	086-342-15	\$2,497.74	\$2,747.52			
086-312-03	\$2,497.74	\$2,747.52	086-331-04	\$2,497.74	\$2,747.52	086-342-16	\$2,497.74	\$2,747.52			
086-312-04	\$2,497.74	\$2,747.52	086-331-05	\$2,497.74	\$2,747.52	086-343-02	\$2,497.74	\$2,747.52			
086-312-08	\$2,497.74	\$2,747.52	086-332-06	\$2,497.74	\$2,747.52	086-411-05	\$0.00	\$0.00			
086-312-09	\$2,497.74	\$2,747.52	086-332-09	\$2,497.74	\$2,747.52	086-411-08	\$2,497.74	\$2,747.52			
086-312-10	\$2,497.74	\$2,747.52	086-332-10	\$2,497.74	\$2,747.52	086-411-09	\$2,497.74	\$2,747.52			

ZONE 2 CHARGE REPORT

Parcel	Address	Future EBU	Total Charge*	FY24-25 EBU	FY 24-25 **	FY25-26 EBU	FY 25-26	Future EBU	FY 26-27	FY 27-28
083-273-01	16115 Jamison Creek	2.00	\$ 7,458	2.00	\$ 7,457.63	2.00	\$ 7,830.51	2.00	\$ 8,222.03	\$ 8,633.14
083-293-07	125 Fallen Leaf	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-05	185 Cypress Tree	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-01	112 Cypress Tree	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-07	195 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-10	255 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-11	285 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-13	270 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-14	260 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-15	250 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-16	240 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-17	230 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-18	210 Fern Rock	1.00	\$ 3,729	1.00	\$ 3,728.81	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-04	146 Cypress Tree	1.00	\$ 3,729	0.25	\$ 932.20	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-06	175 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	1.00	\$ 3,915.25	1.00	\$ 4,111.02	\$ 4,316.57
083-291-02	122 Cypress Tree	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	1.00	\$ 4,111.02	\$ 4,316.57
083-291-20	190 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	1.00	\$ 4,111.02	\$ 4,316.57
083-291-09	235 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-292-03	100 Fallen Leaf	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-293-02	115 Fallen Leaf	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-293-06	100 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-293-09	110 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-293-03	140 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-293-08	135 Fallen Leaf	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-292-01	150 Fallen Leaf	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-291-03	134 Cypress Tree	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-291-08	225 Fern Rock	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-291-19	211 Fallen Leaf	1.00	\$ 3,729	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-293-04		0.25	\$ 932	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-292-02		0.25	\$ 932	0.25	\$ 932.20	0.25	\$ 978.81	0.25	\$ 1,027.75	\$ 1,079.14
083-291-12	280 Fern Rock	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
083-293-01	WWTP	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
083-293-10	Pump station	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
		29.50	\$ 110,000	18.25	\$ 68,050.85	19.75	\$ 77,326.27	21.25	\$ 87,359.11	\$ 91,727.07

*fee assuming all parcels rebuilt;based FY 24-25 budget

**fee based on current rebuilt status

w/ estimated 5% CPI increase

w/ estimated 5% CPI increase

w/ estimated 5% CPI increase

TYPE EQUIVALENT UNIT (EBU)
 SFR 1
 SFR+ADU 1.5 (reserved)
 standby 0.25
 unbuildable 0

receive a ballot