

AGENDA
**FOR THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD October 6, 2026**

The regular meeting of the Governing Board will be held commencing at 5:30 p.m. The location of the meeting is at 5300 Sixth Street, Carpinteria, CA.

The public is encouraged to participate in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Clerk at king@carpsan.com by **3:00 P.M. on the day of the meeting**. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Attend the in-person meeting at the Carpinteria Sanitary District Board room.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. BOARD APPROVAL OF AGENDA AS [SUBMITTED] [MODIFIED]
Board President asks the Board, public, staff, and legal counsel if there are any additions and/or modifications to the Agenda.

IV. APPROVAL OF MINUTES AS [SUBMITTED] [MODIFIED]
September 15, 2026

V. PUBLIC FORUM
The public may address the Governing Board on items of interest to the public which are not already on this evening's agenda and are within the subject matter jurisdiction of the Board. The time allotted for this discussion shall be pursuant to Board Bylaws.

VI. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report (Pages 1-3)

Description: General Manager to review his written report regarding the following issues:

- Quarterly Incident Report
- Staffing Updates
- Annual Outfall Inspection
- El Nino Winter Preparedness
- Battery Energy Storage Project Update
- Sewer Master Plan Project
- District Newsletter
- Administration Building Doors
- Operations Updates

2. Financial Status and Transaction Report

(Pages 4-12)

Description: District Administrator to review the monthly financial status and transaction reports.

Staff Recommendation: None. Information Only.

3. Public Hearing for Administrative Appeal to the Board of Directors Pursuant to Article VI of District Ordinance No. 17

(Pages 13- 54)

Property Information: 5035 Seventh Street, Carpinteria, CA 93103

APN: 003-314-002

Property Owners: Robert and Lynda Burlison

Description: Hold public hearing on administrative appeal of the General Manager's determination on enforcement of District Ordinance No. 17 regarding assessment of sewer service charge for an Accessory Dwelling Unit (ADU) at the subject property. Suggested hearing proceeding as follows:

1. Open Public Hearing
2. General Manager's Opening Statement
3. Appellant's Presentation of Appeal
4. Questions or Inquiry of Board of Directors
5. Close Public Hearing
6. Board of Directors Deliberation of Appeal

Staff Recommendation: Following Board of Directors deliberation on the applicable law and facts in this matter, render a decision by motion with consideration given to the options stated in the staff report for this item.

4. RESOLUTION No. R-391: A Resolution of Application Initiating Proceedings for the Annexation of 3281 Beach Club Road to the Carpinteria Sanitary District

(Pages 55- 72)

Description: The Board will review and consider adoption of Resolution No. R- 391 initiating proceedings for Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road.

Staff Recommendation: That the Board review and adopt Resolution No. R- 391 initiating proceedings for Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road.

5. Combination Sewer Cleaning Machine Purchase

(Pages 73- 104)

Description: The Board will review and consider authorizing procurement of a 2028 Vactor Model 2110 combination sewer cleaning machine.

Staff Recommendation: That the Board authorize the procurement of a 2028 Vactor Model 2110 combination sewer cleaning machine from Haaker Equipment Company through the Sourcewell cooperative purchase contract.

6. Carpinteria Advanced Purification Project (CAPP) Update

(Pages 105-106)

Description: The Board will receive an update status report on the Carpinteria Advanced Purification Project being pursued in conjunction with the Carpinteria Valley Water District. Information on current activities and future tasks or milestones will be presented.

Staff Recommendation: None. Information only

VII. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(3): One potential case. A copy of the September 14, 2026, claim from the City of Carpinteria is available for public inspection at the District Administrative Office.

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION:

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: one case.

VIII. BOARD ITEMS

A. COMMITTEE REPORTS

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee
- Standing Utilities Committee
- Standing Recycled Water Committee

B. GENERAL ITEMS

1. SBCSDA (Santa Barbara – California Special Districts Association) Report
2. Board Member Vacation Dates
3. Future Agenda Items

IX. ADJOURNMENT

FURTHER INFORMATION AVAILABLE

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 110 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 111, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#21
Next Resolution Available.....R-392
Posting Date.....10/02/2026

**MINUTES OF THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
September 15, 2026**

These are the **minutes** of the **regular** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a regular meeting on **September 15, 2026**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

The agenda notice for this meeting, including instructions for the public to provide comments, was posted in the front window of the administrative office of the Carpinteria Sanitary District and on the District's website at least 72 hours in advance of the meeting.

I. CALL TO ORDER

President Murphy called the meeting to order at 5:30 p.m. and noted that Director Damron would be absent from tonight's meeting.

Directors Present: Debbie Murphy– President
 Lin Graf – President Pro-Tem
 Mike Modugno – Secretary
 Gerald Velasco – Secretary Pro-Tem

Staff Present: Craig Murray – General Manager
 Kim Garcia – District Administrator/Board Clerk

Legal Counsel
Present: Joaquin Vazquez – Burke, Williams & Sorenson (by Zoom video-conference)

Public Present: None

II. PLEDGE OF ALLEGIANCE

President Murphy led the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

President Murphy asked if there were any modifications and/or changes to the agenda. Hearing none, the agenda was approved as submitted.

IV. BOARD APPROVAL OF MINUTES OF THE MEETING OF September 15, 2026

Director Velasco made a motion, seconded by Director Modugno that the Board approve the minutes of the September 15, 2026 Regular Board meetings as presented. The motion carried by the following vote:

AYES:	4	Velasco, Murphy, Graf, Modugno,
NOES:	0	None
ABSENT:	1	Damron
ABSTAIN:	0	None

V. PUBLIC FORUM

None

VI. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report

General Manager reviewed his written report regarding the following items:

- Staffing Updates
- Collection System Rehabilitation Project Update
- SAMA Meeting Report
- CAPP Construction Updates
- Health Net Group Coverage Termination
- Operations Updates

2. Financial Status and Transaction Report

District Administrator reviewed the staff report related to Financial Status and Transaction Reports.

No Board action was taken on this item.

3. Cash Contract No. 537 – Raftelis Financial Consultants, Inc. - Sewer Rate and Development Impact Fee Study Update

General Manager reviewed his staff report related to approving Cash Contract No. 537 for financial consulting and preparation of a Sewer Rate and Development Impact Fee Study between the Carpinteria Sanitary District and Raftelis Financial Consultants, Inc. of Los Angeles, California

If approved, Cash Contract No. 537 would engage Raftelis based on their proposal dated September 1, 2026 with a not to exceed contract amount of \$74,620. General Manager said that District staff, legal counsel and Raftelis staff are discussing some minor language changes to the proposed contract.

Director Velasco made a motion, seconded by Director Modugno that the Board approve Cash Contract No. 537 with Raftelis Financial Consultants, Inc. for financial planning and preparation of a Sewer Rate and Development Impact Fee Study with a not to exceed contract amount of \$74,620 and authorize the General Manager to execute the agreement pending approved language changes by legal counsel. The motion carried by the following vote:

AYES:	4	Velasco, Murphy, Graf, Modugno,
NOES:	0	None
ABSENT:	1	Damron
ABSTAIN:	0	None

4. Cash Contract No. 538 –Water Systems Consulting, Inc. - Collection System Master Plan Update

General Manager reviewed his staff report related to Cash Contract No. 538 between the Carpinteria Sanitary District and Water Systems Consulting, Inc. (WSC) for a Collection System Master Plan Update and amending the capital project budget to a total of \$150,000.

If approved, Cash Contract No. 536 would engage WSC to perform a Collection System Master Plan update, including redevelopment of a GIS based hydraulic model based on their proposal, dated September 8, with an estimated fee of \$149,936.

The District's FY 2026/27 budget authorized \$125,000 for this capital project. In the final scoping process, staff requested additional work beyond what was initially contemplated. It is recommended that the CIP budget for this project be increased to \$150,000.

After Board discussion, Director Velasco made a motion, seconded by Director Graf, that the Board approve Cash Contract No. 538 with Water Systems Consulting, Inc. as presented with a not to exceed contract amount of \$149,936 and to increase the budget for CIP Project P-241 to a total of \$150,000. The motion carried by the following vote:

AYES:	4	Velasco, Murphy, Graf, Modugno,
NOES:	0	None
ABSENT:	1	Damron
ABSTAIN:	0	None

VII. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

None

Standing Personnel Committee

None.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

Standing Recycled Water Committee

None.

B. GENERAL ITEMS

SBCSDA (Santa Barbara California Special Districts Association) Report

None

CSRMA Report

None.

Board Member Vacation Dates

None

Future Agenda Items

None

VIII. ADJOURNMENT

There being no further items to discuss, the meeting adjourned at 6:04 p.m.

Debbie Murphy
President

Lin Graf
President Pro-Tem

Mike Modugno
Secretary

Gerald Velasco
Secretary Pro-Tem

Mike Damron
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors

FROM: Craig Murray, P.E. – General Manager

SUBJECT: General Manager's Status Report

DATE: October 6, 2026

Quarterly Incident Report. Attached is the incident summary report for the third quarter of 2026.

Staffing Updates. Osvaldo Gutierrez will join the District as our Electrical/Instrumentation Technician on October 13th. He comes to us with extensive experience with industrial electrical systems and instrumentation/SCADA expertise. Welcome Osvaldo! Recruitments for other open positions remain underway.

Annual Outfall Inspection. We issued a contract to Salty Dog Dive Service to perform the annual video dive inspection of our 24-inch diameter ocean outfall pipeline. Since installation of the Tideflex duckbill diffuser valves, this service has included removal of marine growth from each of the 16 ports. We expect the work to be done when conditions are favorable in October or early November.

El Nino Winter Preparedness. Staff has held a number of meetings gearing up for the coming rainy season. In addition to standard practices to ensure equipment and system functionality, we are moving forward with a number of additional steps given the widely forecast El Nino fueled winter storm pattern. Staff is planning to conduct smoke testing to identify potential sources of inflow in a number of suspect areas. We are also intending to replace existing manhole frames and covers on Padaro Lane in segments that are routinely inundated. Regionally, we are coordinating with peer agencies on planning and mutual aid support and engaging with County OES planning processes.

Battery Energy Storage Project Update. Holt engaged the engineering group from ELM, the battery supplier, and design work has now progressed to the 100 percent completion level. District staff provided details on our SCADA and communication protocols to allow integration for system monitoring. Shermco completed a power quality monitoring study that was required by the contract. We are intending to concurrently replace our existing automatic transfer switch (ATS) as a change order to Holt's contract. ELM provided specifications for a slightly more sophisticated ATS to optimize battery use during grid outages. Once TerraVerde approves the 100% design drawings, Holt will submit an interconnection permit application to SCE.

Sewer Master Plan Project. We had a project kickoff meeting with WSC on October 5th and will be responding to a data request in the coming weeks. Some SCADA support is expected to extract individual flow meter historical data from prior wet weather events.

District Newsletter. District staff and our outreach consultant have started drafting a newsletter for distribution to our customer base. We have not done a print newsletter for some time, but the timing is good for some broad outreach. Staff will be scheduling a Public Relations Committee meeting during the development process.

Administration Building Doors. Repairs to the exterior door locks throughout the administration building have been made following the vandalism event in early September. This process was challenging due to the security type locksets and the material and glue jammed into each keyway.

Operations Update

System operations updates are as follows:

- The treatment plant is operating well and in full compliance with our NPDES discharge permit.
- The collection system is operating normally with no mainline blockages or other operational issues reported.
- Staff replaced an inlet valve at the stormwater pump station at the treatment plant and are rebuilding both pumps with new seals and impellers.
- A submersible pump at Lift Station No. 3 failed and was found to be beyond repair due to motor damage. A replacement pump was ordered from Xylem Flygt with a different impeller that provides a modest capacity increase. We concurrently ordered these new impellers for the other two pumps at this station to achieve a meaningful upgrade in total pumping output.
- Operations staff have been doing some advanced water treatment training, including review a comprehensive technical training video series.
- Staff ordered repair parts for the influent structure slide gate from Fontaine. Cushman has ordered FRP grating and other materials and is prepared to complete the project once the parts for the slide gate arrive.
- A purchase order for the Godwin 6-inch trash pump (CIP Project) was issued and the equipment is in fabrication, with a ship date in late October.

**CARPINTERIA SANITARY DISTRICT
QUARTERLY SUMMARY INCIDENT REPORT
July 1 - September 30, 2026**

Date	Location	Incident/Complaint	Determination/Resolution
7/23/2026	Cramer Rd	Lateral Blockage	Responded to a call of continuous backups. Mainline and property line cleanout were inspected with no issues found. The occupant was advised to call a plumber.
8/27/2026	Palm Lofts	Odor Complaint	Received a call from a Palm Loft resident regarding an odor complaint. An investigation of the treatment plant did not detect any unusual odors. The resident was notified.

Low Pressure Sewer System Responses	Rincon	Sandyland	Sand Point
E-One Pump Replacements	4	3	2
Other Call Outs	0	0	0



Carpinteria Sanitary District

Board of Directors Meeting

TO: Board of Directors

FROM: Kim Garcia – District Administrator

SUBJECT: Financial Status and Transaction Report

DATE: October 6, 2026

Disbursements/checks*. Review of disbursements/checks for the period of September 1 through September 30, 2026.

*Publication of the check register is in compliance with Section 53065.5 of the Government Code which requires the District to disclose reimbursements to employees and/or directors at least annually.

Operating Financial Report. Period of September 1 – September 30, 2026. The District operating account balances as of July 31, 2026. Shown are book balance figures to the nearest dollar and indicate the funds available to the District at the time of reconciliation for the period.

General and Payroll (MB&T)	\$ 614,915.95
Non-Restricted Investment Account (LAIF)	\$ 2,015,512.00
Non-Restricted Investment Accounts (CLASS)	\$ 5,501,289.99
Restricted Capital Improvement Fund (CLASS)	\$ 4,596,549.51
Development Impact Fund (CLASS)	\$ 39,368.32
Section 115 Trust Fund	\$ 559,891.39
Total	<u>\$ 13,327,527.16</u>
<i>Operating Expenditures</i>	
Period Total Wages and Benefits	\$ 248,414.05
Period Expenses	\$ 107,795.98
Total Period Operating Expenses	<u>\$ 356,210.03</u>

Finance Department Update

- Field audit will be 10/8-10/9/26

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
46696									
09/26	09/04/2026	46696	1032	ALPHA FIRE UNLIMITED	69841	1	1-0000-5490	195.00	195.00
Total 46696:									195.00
46697									
09/26	09/04/2026	46697	1127	CARPINTERIA EYE CARE	GARCIA_9.3.	1	1-0000-5127	105.00	105.00
Total 46697:									105.00
46698									
09/26	09/04/2026	46698	1128	CARPINTERIA LOCK AND KEY	6793	1	1-0000-5620	3,012.31	3,012.31
Total 46698:									3,012.31
46699									
09/26	09/04/2026	46699	1133	CARPINTERIA VALLEY LUMBER	1142_8.31.26	1	1-1000-5650	76.19	76.19
09/26	09/04/2026	46699	1133	CARPINTERIA VALLEY LUMBER	1142_8.31.26	2	1-1000-5650	46.97	46.97
09/26	09/04/2026	46699	1133	CARPINTERIA VALLEY LUMBER	1142_8.31.26	3	1-1000-5510	7.37	7.37
09/26	09/04/2026	46699	1133	CARPINTERIA VALLEY LUMBER	1142_8.31.26	4	1-1000-5650	23.39	23.39
Total 46699:									153.92
46700									
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	1	1-0000-5440	16.52	16.52
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	2	1-1000-5440	402.49	402.49
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	3	1-1000-5440	101.97	101.97
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	4	1-1000-5440	93.24	93.24
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	5	1-1000-5440	79.56	79.56
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	6	1-1000-5440	180.73	180.73
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	7	1-1000-5440	139.64	139.64
09/26	09/04/2026	46700	1135	CARPINTERIA VALLEY WATER	CARPSANIT	8	1-0000-5440	460.19	460.19
Total 46700:									1,474.34
46701									
09/26	09/04/2026	46701	1165	CIO SOLUTIONS LP	132668-126	1	1-0000-5843	22.79	22.79
Total 46701:									22.79
46702									
09/26	09/04/2026	46702	1317	FRONTIER COMMUNICATIONS	8056842498	1	1-1000-5430	120.23	120.23
Total 46702:									120.23
46703									
09/26	09/04/2026	46703	1507	MC CORMIX CORP.	43319	1	1-1000-5260	1,566.89	1,566.89
Total 46703:									1,566.89
46704									
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	266789_8.31	1	1-1000-5241	380.64	380.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	266789_8.31	2	1-1000-5241	347.64	347.64
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	266789_8.31	3	1-1000-5241	347.64	347.64
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	266789_8.31	4	1-1000-5241	347.64	347.64
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	274953_8.31	1	1-1000-5510	44.61	44.61
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	274953_8.31	2	1-1000-5510	44.61	44.61
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	274953_8.31	3	1-1000-5510	44.61	44.61
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	274953_8.31	4	1-1000-5510	202.62	202.62
09/26	09/04/2026	46704	1523	MISSION UNIFORM SERVICE	274953_8.31	5	1-1000-5510	44.61	44.61
Total 46704:									1,804.62
46705									
09/26	09/04/2026	46705	1610	PURETEC	2442126	1	1-1000-5310	30.84	30.84
09/26	09/04/2026	46705	1610	PURETEC	2446773	1	1-1000-5310	145.64	145.64
Total 46705:									176.48
46706									
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	1	1-1000-5420	166.49	166.49
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	2	1-1000-5420	110.22	110.22
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	3	1-1000-5420	535.44	535.44
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	4	1-1000-5420	752.28	752.28
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	5	1-1000-5420	185.13	185.13
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	6	1-1000-5420	1,846.57	1,846.57
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	7	1-1000-5420	23,344.03	23,344.03
09/26	09/04/2026	46706	1721	SOUTHERN CALIFORNIA EDISO	7004056877	8	1-1000-5420	1,559.65	1,559.65
Total 46706:									28,499.81
46707									
09/26	09/04/2026	46707	1806	UNDERGROUND SERVICE ALE	820260213	1	1-1000-5480	125.50	125.50
Total 46707:									125.50
46708									
09/26	09/04/2026	46708	1819	USA BLUE BOOK	1148511	1	1-1000-5310	291.31	291.31
Total 46708:									291.31
46709									
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	1	1-1000-5510	8.01	8.01
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	2	1-1000-5650	108.78	108.78
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	3	1-1000-5650	1.71	1.71
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	4	1-1000-5650	21.19	21.19
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	5	1-1000-5630	21.15	21.15
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	6	1-1000-5650	105.07	105.07
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	1605014_8.3	7	1-1000-5650	5.44	5.44
09/26	09/15/2026	46709	1028	ALL AROUND LANDSCAPE SUP	170589601	1	1-0000-5210	3.99	3.99
Total 46709:									275.34
46710									
09/26	09/15/2026	46710	1959	BADGER METER	1831980	1	1-1000-5690	9,576.00	9,576.00
Total 46710:									9,576.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
46711									
09/26	09/15/2026	46711	1115	CALIFORNIA STATE DISBURSE	VALIKONIS_	1	1-0000-2200	147.69	147.69
Total 46711:									147.69
46712									
09/26	09/15/2026	46712	1145	CED ROYAL	9009-107292	1	1-1000-5680	3,599.55	3,599.55
Total 46712:									3,599.55
46713									
09/26	09/15/2026	46713	1165	CIO SOLUTIONS LP	133088-126	1	1-0000-5843	1,802.54	1,802.54
09/26	09/15/2026	46713	1165	CIO SOLUTIONS LP	133088-126	2	1-1000-5843	1,802.55	1,802.55
Total 46713:									3,605.09
46714									
09/26	09/15/2026	46714	1961	CITY OF FOSTER CITY	17241	1	1-0000-5210	582.00	582.00
Total 46714:									582.00
46715									
09/26	09/15/2026	46715	1175	COAST AUTO PARTS	1145_AUG26	1	1-1000-5640	45.35	45.35
09/26	09/15/2026	46715	1175	COAST AUTO PARTS	1145_AUG26	2	1-1000-5640	16.33	16.33
09/26	09/15/2026	46715	1175	COAST AUTO PARTS	1145_AUG26	3	1-1000-5526	217.49	217.49
Total 46715:									279.17
46716									
09/26	09/15/2026	46716	1937	DAWN THATCHER DMD MS	BROAD_9.1.	1	1-1000-5127	225.00	225.00
Total 46716:									225.00
46717									
09/26	09/15/2026	46717	1274	ENGEL & GRAY INC.	68X00001	1	1-1000-5470	11,097.13	11,097.13
Total 46717:									11,097.13
46718									
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	1	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	2	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	3	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	4	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	5	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	6	1-1000-5320	131.00	131.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	7	1-1000-5320	51.00	51.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	8	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	9	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	10	1-1000-5320	726.00	726.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	11	1-1000-5320	131.00	131.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	12	1-1000-5320	101.00	101.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	13	1-1000-5320	2,538.00	2,538.00
09/26	09/15/2026	46718	1303	FGL ENVIRONMENTAL	02-0000040_	14	1-1000-5320	1.52	1.52
Total 46718:									4,386.52

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
46719									
09/26	09/15/2026	46719	1355	GRAINGER	9072190482	1	1-1000-5650	479.82	479.82
09/26	09/15/2026	46719	1355	GRAINGER	9073909419	1	1-1000-5650	77.44	77.44
Total 46719:									557.26
46720									
09/26	09/15/2026	46720	1382	HEALTH NET	F7159A_OC	1	1-0000-5120	7,673.98	7,673.98
09/26	09/15/2026	46720	1382	HEALTH NET	F7159A_OC	2	1-1000-5120	20,583.71	20,583.71
Total 46720:									28,257.69
46721									
09/26	09/15/2026	46721	1960	OVERHEAD DOOR	4445988	1	1-1000-5650	668.00	668.00
Total 46721:									668.00
46722									
09/26	09/15/2026	46722	1580	PAYCHEX HR	17838974	1	1-0000-5851	150.70	150.70
Total 46722:									150.70
46723									
09/26	09/15/2026	46723	1581	PAYCHEX OF NEW YORK LLC	2026082700	1	1-0000-5851	159.00	159.00
Total 46723:									159.00
46724									
09/26	09/15/2026	46724	1613	QUINN COMPANY	PC01047531	1	1-1000-5680	4,117.62	4,117.62
09/26	09/15/2026	46724	1613	QUINN COMPANY	PC01047531	2	1-1000-5680	198.39-	198.39-
Total 46724:									3,919.23
46725									
09/26	09/15/2026	46725	1867	SMARTSIGHTS, LLC	2671031096	1	1-1000-5844	750.00	750.00
Total 46725:									750.00
46726									
09/26	09/15/2026	46726	1916	TERRAVERDE ENERGY LLC.	3405	1	1-0000-1820	3,633.75	3,633.75
Total 46726:									3,633.75
46727									
09/26	09/15/2026	46727	1778	THE WHARF	123653	1	1-1000-5527	200.00	200.00
Total 46727:									200.00
46728									
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	1	1-1000-5242	123.00	123.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	2	1-1000-5640	60.51	60.51
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	3	1-0000-5843	20.00	20.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	4	1-0000-5210	80.15	80.15
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	5	1-0000-5210	87.04	87.04
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	6	1-0000-5244	140.51	140.51
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	7	1-0000-5244	1,034.25	1,034.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	8	1-0000-5843	19.99	19.99
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	9	1-0000-5843	16.99	16.99
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	10	1-0000-1820	135.75	135.75
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	11	1-0000-1820	3.12	3.12
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	12	1-1000-5242	825.00	825.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	13	1-1000-5210	127.43	127.43
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	14	1-0000-5222	1,034.25	1,034.25
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	15	1-0000-5222	499.46	499.46
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	16	1-0000-5222	1,187.43	1,187.43
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	17	1-1000-5210	99.65	99.65
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	18	1-1000-5210	25.06	25.06
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	19	1-1000-5210	24.77	24.77
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	20	1-1000-5690	67.79	67.79
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	21	1-1000-5210	25.27	25.27
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	22	1-1000-5210	94.21-	94.21-
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	23	1-1000-5244	230.00	230.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	24	1-1000-5843	.99	.99
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	25	1-1000-5690	270.72	270.72
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	26	1-0000-5210	25.06	25.06
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	27	1-0000-5210	680.00	680.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	28	1-0000-5210	335.00	335.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	29	1-0000-5210	199.00	199.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	30	1-0000-5210	199.00	199.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	31	1-0000-5210	6.49	6.49
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	32	1-0000-5210	10.98	10.98
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	33	1-1000-5844	105.00	105.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	34	1-1000-5680	270.07	270.07
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	35	1-1000-5525	292.50	292.50
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	36	1-1000-5844	124.39	124.39
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	37	1-1000-5680	673.55	673.55
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	38	1-1000-5242	330.00	330.00
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	39	1-1000-5843	.99	.99
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	40	1-1000-5680	190.75	190.75
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	41	1-0000-5210	25.55	25.55
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	42	1-1000-5525	13.07	13.07
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	43	1-1000-5510	75.58	75.58
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	44	1-1000-5510	38.76	38.76
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	45	1-1000-5620	170.02	170.02
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	46	1-1000-5215	23.53	23.53
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	47	1-0000-5843	70.83	70.83
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	48	1-1000-5843	70.83	70.83
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	49	1-0000-5210	303.97	303.97
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	50	1-1000-5210	152.59	152.59
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	51	1-1000-5210	152.59-	152.59-
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	52	1-1000-5844	80.64	80.64
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	53	1-0000-5222	1,034.25	1,034.25
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	54	1-1000-5527	562.43	562.43
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	55	1-1000-5510	116.62	116.62
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	56	1-1000-5310	31.58	31.58
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	57	1-0000-5210	84.94	84.94
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	58	1-0000-1000	42.65	42.65
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	59	1-1000-5525	48.45	48.45
09/26	09/15/2026	46728	1799	U.S. BANK CORPORATE PAYME	4246044555	60	1-1000-5510	38.76	38.76
Total 46728:									12,320.16

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
46729									
09/26	09/25/2026	46729	1402	ASEVA	147095	1	1-0000-5430	194.43	194.43
09/26	09/25/2026	46729	1402	ASEVA	147095	2	1-1000-5430	194.44	194.44
Total 46729:									388.87
46730									
09/26	09/25/2026	46730	1120	CANNON CORPORATION	96520	1	1-2000-5210	68.25	68.25
Total 46730:									68.25
46731									
09/26	09/25/2026	46731	1165	CIO SOLUTIONS LP	133282-126	1	1-0000-5843	934.16	934.16
Total 46731:									934.16
46732									
09/26	09/25/2026	46732	1261	E.J. HARRISON & SONS INC.	091626	1	1-1000-5450	574.24	574.24
Total 46732:									574.24
46733									
09/26	09/25/2026	46733	1305	FISHER SCIENTIFIC	1108299	1	1-1000-5310	172.27	172.27
09/26	09/25/2026	46733	1305	FISHER SCIENTIFIC	1236603	1	1-1000-5310	938.09	938.09
Total 46733:									1,110.36
46734									
09/26	09/25/2026	46734	1355	GRAINGER	9081822117	1	1-1000-5650	594.20	594.20
09/26	09/25/2026	46734	1355	GRAINGER	9082059214	1	1-1000-5650	479.82-	479.82-
Total 46734:									114.38
46735									
09/26	09/25/2026	46735	1375	HARDY DIAGNOSTICS	899412	1	1-1000-5310	427.58	427.58
09/26	09/25/2026	46735	1375	HARDY DIAGNOSTICS	901818	1	1-1000-5310	361.65	361.65
Total 46735:									789.23
46736									
09/26	09/25/2026	46736	1428	JCI JONES CHEMICALS INC.	1007327	1	1-1000-5522	10,232.40	10,232.40
Total 46736:									10,232.40
46737									
09/26	09/25/2026	46737	1899	JOHN VALIKONIS	VALIKONIS_	1	1-1000-5127	377.57	377.57
Total 46737:									377.57
46738									
09/26	09/25/2026	46738	1446	JOY EQUIPMENT PROTECTION,	12530	1	1-1000-5610	2,071.00	2,071.00
Total 46738:									2,071.00
46739									
09/26	09/25/2026	46739	1507	MC CORMIX CORP.	43790	1	1-1000-5260	841.15	841.15

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 46739:									841.15
46740									
09/26	09/25/2026	46740	1715	SOCAL GAS	0485143000	1	1-1000-5410	21.62	21.62
Total 46740:									21.62
46741									
09/26	09/25/2026	46741	1819	USA BLUE BOOK	01161299	1	1-1000-5310	403.13	403.13
Total 46741:									403.13
46742									
09/26	09/25/2026	46742	1833	VERIZON	6152801938	1	1-1000-5430	428.92	428.92
Total 46742:									428.92
46743									
09/26	09/25/2026	46743	1910	WILLIAM KEARNEY	KEARNEY_9	1	1-1000-5127	501.04	501.04
Total 46743:									501.04
Grand Totals:									140,793.80

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1-0000-1000	42.65	.00	42.65
1-0000-1820	3,772.62	.00	3,772.62
100002000	925.01	141,718.81-	140,793.80-
1-0000-2200	147.69	.00	147.69
1-0000-5120	7,673.98	.00	7,673.98
1-0000-5127	105.00	.00	105.00
1-0000-5210	2,623.17	.00	2,623.17
1-0000-5222	3,755.39	.00	3,755.39
1-0000-5244	1,174.76	.00	1,174.76
1-0000-5430	194.43	.00	194.43
1-0000-5440	476.71	.00	476.71
1-0000-5490	195.00	.00	195.00
1-0000-5620	3,012.31	.00	3,012.31
1-0000-5843	2,887.30	.00	2,887.30
1-0000-5851	309.70	.00	309.70
1-1000-5120	20,583.71	.00	20,583.71
1-1000-5127	1,103.61	.00	1,103.61
1-1000-5210	454.77	246.80-	207.97
1-1000-5215	23.53	.00	23.53
1-1000-5241	1,423.56	.00	1,423.56
1-1000-5242	1,278.00	.00	1,278.00
1-1000-5244	230.00	.00	230.00
1-1000-5260	2,408.04	.00	2,408.04
1-1000-5310	2,802.09	.00	2,802.09
1-1000-5320	4,386.52	.00	4,386.52

GL Account	Debit	Credit	Proof
1-1000-5410	21.62	.00	21.62
1-1000-5420	28,499.81	.00	28,499.81
1-1000-5430	743.59	.00	743.59
1-1000-5440	997.63	.00	997.63
1-1000-5450	574.24	.00	574.24
1-1000-5470	11,097.13	.00	11,097.13
1-1000-5480	125.50	.00	125.50
1-1000-5510	666.16	.00	666.16
1-1000-5522	10,232.40	.00	10,232.40
1-1000-5525	354.02	.00	354.02
1-1000-5526	217.49	.00	217.49
1-1000-5527	762.43	.00	762.43
1-1000-5610	2,071.00	.00	2,071.00
1-1000-5620	170.02	.00	170.02
1-1000-5630	21.15	.00	21.15
1-1000-5640	122.19	.00	122.19
1-1000-5650	2,208.20	479.82-	1,728.38
1-1000-5680	8,851.54	198.39-	8,653.15
1-1000-5690	9,914.51	.00	9,914.51
1-1000-5843	1,875.36	.00	1,875.36
1-1000-5844	1,060.03	.00	1,060.03
1-2000-5210	68.25	.00	68.25
Grand Totals:	142,643.82	142,643.82-	.00

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

DATE: October 6, 2026

SUBJECT: **Public Hearing for Administrative Appeal to the Board of Directors
Pursuant to Article VI of District Ordinance No. 17**

Property Information: 5035 Seventh Street, Carpinteria, CA 93013

APN: 003-314-002

Property Owners: Robert and Lynda Burlison

REQUESTED ACTION: Hold a public hearing on administrative appeal of the enforcement of District Ordinance No. 17 regarding assessment of a sewer service charge for an Accessory Dwelling Unit (ADU) at the subject property. Basic hearing procedures are as follows:

1. Open Public Hearing
2. General Manager's Opening Statement
3. Appellant's Presentation of Appeal
4. Questions or Inquiry of Board of Directors
5. Close Public Hearing
6. Board of Directors Deliberation of Appeal

Following Board of Directors deliberation on the applicable law and facts in this matter, render a decision by motion.

BACKGROUND: Robert and Lynda Burlison are District customers and owners of the property located at 5035 Seventh Street. They have requested an administrative appeal hearing on the General Manager's determination that a sewer service charge (SSC) is applicable for the recently permitted accessory dwelling unit (ADU) on their property.

The District mailed a letter of Initiation of Sewer Service Charge Billing to the property owner on June 1, 2026. Mr. Burlison contacted the District Administrator by phone seeking clarification on the letter and followed up with an email on June 8, 2026 requesting that their ADU be exempted from sewer service charges. The District Administrator sent a response by email on June 10, 2026 indicating the District had reviewed the request for exemption and based on facts that were obtained during the ADU application process that the charge was determined to be valid. Key facts used in this determination were as follows:

- Plans submitted to the District for ADU construction met the Ordinance No. 17 definition of a "dwelling unit". The ADU includes kitchen and bathroom facilities, is designed for residential occupancy and functions as a separate, self-contained living space.
- Multiple Letters of Intent to Provide Public Sewer for the ADU were issued, noting collection of sewer service charges at the time of occupancy and annually

thereafter.

- The District signed a City of Carpinteria Certificate of Occupancy routing slip on February 11, 2026 and concurrently collected a prorated SSC in the amount of \$274.93 from the property owner.

An email response was received from the property owner on June 11, 2026, providing further rationale for the exemption request. A letter in response to this email was sent to Mr. Burlison on June 12, 2026 by the General Manager making a determination that the ADU was subject to the District's sewer service charge pursuant to District Ordinance, No. 17 and advising the property owner of their right to a Board Hearing.

An email response was received from the property owner on June 12, 2026 formally requesting an Administrative Appeal before the District Board of Directors. The hearing was scheduled for October 6th at the request of the appellant.

The following exhibits are included for reference:

- A. Ordinance No. 17
- B. Intent to Serve Letter(s)
- C. ADU Plan Set
- D. June 1, 2026 New Service Letter
- E. June 12, 2026 Response Letter
- F. Email Correspondence

RECOMMENDATION: Following Board of Directors deliberation on the applicable law and facts in this matter, render a decision by motion with consideration of the following options:

Option 1: Affirm the General Manager's ruling that the assessment of a Sewer Service Charge is appropriate for the ADU and justified based on applicable law and the facts;

Option 2: Reverse the General Manager's ruling that the assessment of a Sewer Service Charge is appropriate for the ADU and justified based on applicable law and the facts;

Option 3: Modify or suspend the rules and regulations based on special circumstances that create a hardship or a finding that said rules are unjust or inequitable.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

EXHIBIT A

ORDINANCE NO. 17

ORDINANCE AND ORDER OF THE GOVERNING BOARD OF THE CARPINTERIA SANITARY DISTRICT ADOPTING A GENERAL REGULATION PROVIDING FOR SEWER SERVICE RATES AND CHARGES; FIXING SEWER SERVICE RATES AND CHARGES; AND AUTHORIZING THE COLLECTION OF RATES AND CHARGES ON THE TAX ROLL OF THE COUNTIES OF SANTA BARBARA AND VENTURA

The Governing Board Of The Carpinteria Sanitary District Does Ordain As Follows:

SECTION 1: *Recitals.* The Board of Directors finds and declares as follows:

A. The Board of Directors (“Board”), in accordance with applicable law (including, without limitation, Health and Safety Code §§ 5471 and 6520.5) desires to amend and update its ordinance(s) governing the adoption and collection of sewer service rates and charges;

B. The Board desires to supersede inconsistent regulations in previously adopted sewer service charge ordinances and specific sections of the District Code;

ARTICLE I **General Provisions**

Section 1. Enabling Authority. This Ordinance is adopted pursuant to Health and Safety Code §§ 5470, *et seq.* and Health and Safety Code §§ 6400, *et seq.*

Section 2. Application. This Ordinance applies to all natural and corporate persons utilizing the Carpinteria Sanitary District’s wastewater facilities.

Section 3. Purpose. The purpose of this Ordinance is to establish rates and charges for using the District’s wastewater facilities (as distinguished from the fees charged for connecting to said facilities, permit processing, annexation, etc.).

Section 4. Basis For Rates and Charges. This Ordinance relies upon the calculations and assumptions set forth in a report entitled “Wastewater Rates and Fees Study Report,” dated March 2022, which is incorporated by reference as if fully set forth.

ARTICLE II **Supersession of Previous Ordinance**

Section 1. Supersession of Ordinance No. 15. Ordinance No. 15, dated June 6, 2017, is superseded in its entirety.

Section 2. Ordinance No. 2: No Intended Repeal. All provisions of Ordinance No. 2 dated October 2, 1975, which are not inconsistent with or contrary to the terms of this Ordinance remain unchanged and in full force and effect.

ARTICLE III **Definitions**

Section 1. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Ordinance. Words and phrases not defined by this Ordinance have the meaning set forth in applicable law or common usage.

“Calendar year” means the period from January 1st through December 31st, inclusive, of any given year.

“Residential use” means all buildings (structures) suitable and intended for use as a dwelling unit. Such buildings include, without limitation, single family dwellings, residential condominiums, multi-family (apartments and duplexes) dwellings, mobile homes, junior accessory dwelling units, accessory dwelling units and similar residential dwelling units. Residential uses do not include boarding houses, lodging houses, hotels, motels, retirement homes, hospitals, nursing facilities, or any publicly owned (State, City, County, or District) parks.

“Non-Residential” use means any use not defined as “residential use.”

“Building” means a structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any person (or property).

“Dwelling unit” means any structure meeting any of the following criteria:

- a. A building, or portion thereof, having a single kitchen and one or more bathroom facilities.
- b. A building designed for and occupied as a home or residence, either permanently or for a temporary period exceeding 30 days, by a single family, their guests, or servants.
- c. A portion of a building that has at least one direct access to the exterior and is isolated from other parts of a structure.
- d. A building, or portion thereof, that has a separate mailing address and/or water, electrical, telephone, gas, etc. utility services.

“Low Pressure User” means a customer within a neighborhood served by a low pressure sewer system whose parcel has a District-owned grinder pump, tank, control panel, valve kit and other appurtenances necessary for conveyance of wastewater from the property to the public sewer system. These facilities are generally located within an easement on the parcel and the property owner is subject to the terms of a mandatory user agreement.

“Kitchen” means a room, all or part of which is designed, built, equipped, used, or intended to be used for the cooking of food.

“Parcel” means a portion of real property identified by the Santa Barbara or Ventura County Assessor’s office, is assigned an Assessor's Parcel Number, and is connected directly or indirectly to the District's facilities.

“Water Use Data” means the average potable water use calculated by using the most recent three full calendar years of water use history as measured by the water utility providing potable water service to the parcel. The following are exceptions:

- a. In the event that a parcel has less than three full calendar years of water use history, the Water Use Data are determined as follows:
 1. If less than one full calendar year of water use history is available, the Water Use Data may be estimated by the District using water consumption data from similar parcels or users, reduced to a volume per square foot of building area basis.
 2. If only one full calendar year of water use history is available, the Water Use Data are equal to the actual annual water used in that prior calendar year.
 3. If two full calendar years of water use history are available, the Water Use Data are determined by calculating the average annual water use from the two full calendar years of water use history available.
- b. Should land use on a parcel change and the District expects the new land use to use significantly less water, the Water Use Data will be adjusted once a minimum of one full calendar year of water history is available for the new user, or at the reasonable discretion of the District General Manager based on actual water use data. It is the responsibility of the user to request an adjustment to the Water Use Data.
- c. In the event that the use on the parcel changes and the new user is expected to use significantly more water, the Water Use Data may be adjusted once a minimum of one full calendar year of water history is available for the new user, or at the reasonable discretion of the District General Manager based on actual water use data.

“Return rate” means the percentage of total water used by a parcel that is discharged into the District's wastewater facilities. The return rate for non-residential users is uniformly assumed to be 90 percent. Non-residential sewer service charges are based on total water used by a parcel and incorporate the assumed 90 percent return rate. Exceptions to the 90 percent return rate are only authorized as follows:

- a. In the event a landscape meter is installed at the parcel isolating all irrigation use and it can be presumed that all metered water use is discharged to the District’s facilities, the District will apply an adjustment factor to reflect a 100 percent return rate.

- b. The District may approve an alternate return rate of less than 90 percent for individual non-residential parcels if the user can provide sufficient evidence to show that a lower return rate is appropriate. The District General Manager may exercise reasonable discretion in determining whether to approve such a calculation based evidence provided. The District may require flow monitoring, sub-metering or other appropriate methods of determining the applicable return rate, and such activities must be conducted at the user's sole expense. If approved, the District will apply an adjustment factor to reflect a return rate lower than 90 percent.

No other methods of establishing the return rate may be used or considered.

"Strength Class" means a category of relative wastewater strength determined from expected concentrations of biochemical oxygen demand ("BOD") and total suspended solids ("TSS") as explained below. Strength Class is assigned to non-residential users based on the sum of expected BOD and TSS concentrations in milligrams per liter (mg/L) in wastewater for a particular use type, and is determined as follows:

- a. Low Strength. Users whose discharge has a combined BOD and TSS concentration less than 380 mg/L
- b. Medium Low Strength. Users whose discharge has a combined BOD and TSS concentration between 381 mg/L and 500 mg/L.
- c. Medium Strength. Users whose discharge has a combined BOD and TSS concentration between 501 mg/L and 710 mg/L.
- d. Medium High Strength. Users whose discharge has a combined BOD and TSS concentration between 711 mg/L and 1,100 mg/L.
- e. High Strength. Users whose discharge has a combined BOD and TSS concentration between 1,101 mg/L and 1,700 mg/L.
- f. Very High Strength. Users whose discharge has a combined BOD and TSS concentration greater than 1,700 mg/L.

Typical BOD and TSS concentration values for various types of non-residential users, based on guidelines from the California State Water Resources Control Board, City of Los Angeles and Los Angeles County Sanitation District are set forth in *Table B* and are the basis for assigning Strength Classes.

ARTICLE IV

Sewer Service Rates and Charges

Section 1. Imposition of Rates. A Sewer Service Charge is imposed upon all users utilizing the wastewater facilities of the District or which otherwise discharge wastewater which ultimately passes through any part of the District's facilities.

Section 2. Sewer Service Charge Calculation Description. Sewer Service Charges are set through application of criteria and formulas established by the District. Sewer Service

Charges are recomputed annually for each parcel. The rate system utilizes actual water use data and strength to compute an equitable fee for service based upon the actual cost to provide that service. Tables used to compute the Sewer Service Charge include:

- a. **"Sewer Service Rate Table."** This table provides comprehensive rate information including: 1) residential rates per dwelling unit, including a surcharge for low pressure sewer users, and 2) non-residential rates based on water use and strength class. (See *Table A*, attached and incorporated by reference)
- b. **"Sewer Service User Class Table."** This table provides relevant loading parameters used in determining the "Strength Class" assigned to each non-residential user. (See *Table B*, attached and incorporated by reference)

District staff will annually establish the "Strength Class" designation for all users during the rate computation process. A user may request that the designation be modified. No modifications to the designation assigned by staff may be considered by the District after June 1 for designations to be in effect for the following fiscal year. All requests must follow the same process as established above.

The attached *Table A* and *Table B* are used in the calculation of the Sewer Service Charge and are made a part of this Ordinance.

Section 3. Residential and Non-Residential Sewer Service Charge Computation.

Residential and Non-Residential Sewer Service Charges are computed in accordance with this section.

- a. The **Residential Sewer Service Charge** is the product of the Residential Rate shown on *Table A* and the total number of residential dwelling units served. The number of dwelling units must be in whole numbers only and calculated by dwelling unit.
- b. The **Non-Residential Sewer Service Charge** is the product of the parcel-specific Water Use Data and the applicable non-residential unit rate per 1,000 gallons of water used, as shown on *Table A*. Unit rates are a function of the "Strength Class" assigned to the parcel occupant based on loading parameter criteria shown on *Table B*.

For individual parcels with multiple non-residential occupants of varying strength classes, an overall Strength Class is calculated by the parcel's flow-weighted average combined strength. A pro-rata apportionment of actual or estimated water use for each occupant, together with combined strength values for each occupant set forth in *Table B*, is used in the calculation.

If the calculated Sewer Service Charge for an individual parcel is less than the minimum annual charge shown on *Table A*, the minimum annual charge applies.

- c. The **Mixed-Use Sewer Service Charge** for parcels that have both residential and non-residential uses (mixed-use parcels) is the sum of the sewer service charges calculated for all residential and non-residential users. If separate water meters

are not available, estimates of residential and non-residential water use may be used to calculate the applicable non-residential charges.

- d. The **Low Pressure Sewer User Surcharge** is applied on a per parcel basis to those residential properties that have a grinder pump, tank, control panel and related appurtenances that are owned and maintained by the District. The surcharge is intended to cover the higher cost of providing service to properties served by a low pressure sewer system versus those that have no District-owned facilities on private property.

In the event that the District determines that the Sewer Service Charge for an individual non-residential or mixed-use parcel is not consistent with the actual wastewater volume or strength characteristics discharged, an alternate method may be used to calculate the appropriate Sewer Service Charge for that parcel.

ARTICLE V

Collection of Fees

Section 1. Where applicable, and permitted by law, and if the Board elects to do so by resolution, the sewer service charge for each parcel may be placed on the County Tax Roll and collected with the County tax statements. If such an election is made and if an application for a connection to the District facilities is made after June 30th in any given year so as to be too late to be placed on next fiscal year tax roll, then the applicable sewer service charge for the prorated balance of the fiscal year must be paid in full in advance at the time of making application.

All other sewer charges, the collection of which is not specifically prescribed in this Article, are due for payment for each fiscal year on the respective first day of July, but in no case may payment be later than the date of December 10th of that fiscal year.

Section 2. The powers authorized by this Article are in addition to all other powers of the District authorized by the applicable provisions of the Health and Safety Code for the collection of Sewer Service Charges, none of which other powers are waived hereby.

Section 3. As an alternative to any other procedure provided for herein, the District may collect any delinquent sewer service charges and penalties thereon either by way of the County Tax Roll or by suit, in which event judgment for the District may include the cost of suit and reasonable attorney's fees arising from such action and interest at the statutory rate.

ARTICLE VI

Relief

Any person, who by reason of special circumstances, believes that the application of this Ordinance and regulations, as to that person, is unjust or inequitable, may make written application to the General Manager for relief. Said application must set forth all of the special facts and circumstances and request the specific relief or modification desired. The General Manager, upon receipt of such application and after any investigation or analysis deemed necessary, may take action to grant relief. Said relief may be as requested by the applicant or in

a form determined by the General Manager to be fair and equitable. The District may require an applicant to perform monitoring, sampling, analysis or other activities, at applicant's sole expense, to support or justify any requested relief.

If the applicant is dissatisfied with the General Manager's determination, a hearing before the District Governing Board may be requested. The Board on its own motion and without an application, may, when special circumstances make the application of these rules and regulations a hardship or unjust or inequitable, modify or suspend the rules and regulations for the period during which the special circumstances exist.

ARTICLE VII

Lien

Section 1. The amount of unpaid sewer service charges plus penalties thereon constitutes a lien upon the real property upon which such charges have been imposed as of noon on the first Monday in March of each year, and such lien continues until the charges and all penalties thereon are fully paid or the property sold therefore. The District General Manager is authorized to promulgate administrative policies and procedures allowing the District to collect a security deposit from tenants of real property utilizing wastewater services from the District or, upon written permission from the owner, require that tenants be placed on the owner's account in conformance with Public Utilities Code § 10009.6(b).

ARTICLE VIII

Findings and Determinations

Section 1. Based on the information presented to the Governing Board during the hearing at which this Ordinance is adopted, the Governing Board finds and determines as follows:

- a. The revenues derived from the sewer service rates and charges provided in this Ordinance do not exceed the amount required to provide the service for which the rates and charges are imposed.
- b. The revenues derived from the sewer service rates and charges may be used in accordance with laws governing the District and may not be used for any purpose other than that for which the rates and charges are imposed.
- c. The amount of the sewer service rates and charges imposed upon any parcel do not exceed the proportional cost of the service attributable to the parcel.
- d. Sewer service is actually used by or immediately available to the owners of parcels upon which the sewer service rates and charges are imposed.
- e. The sewer service rates and charges are imposed for the use of the District's wastewater facilities and not for general governmental services.
- f. The District complied with the procedural requirements of Section 6 ("Property Related Fees and Charges") of Article XIII D. of the California Constitution on enacting this Ordinance.

ARTICLE IX

Miscellaneous

Section 1. CEQA. This Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it establishes fees and charges for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15273.

Section 2. Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the Governing Board intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

Section 3. Validity of Previous Code Sections. If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any supersession of a regulation by this Ordinance will be rendered void and cause such superseded provision or other regulation to remain in full force and effect for all purposes.

Section 4. Judicial Challenge. Any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance must be commenced within the time and manner set forth in Government Code § 66022.

Section 5. Publication. This Ordinance will be published one time as required by Section 6490 of the Health and Safety Code and becomes effective as of the expiration of the week of publication as established either by a Proof of Publication from the newspaper in which this Ordinance was published, or by a subsequent Order of the Governing Board that publication was properly made.

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PASSED AND ADOPTED by the Governing Board of CARPINTERIA SANITARY DISTRICT this 7th day of June 2022 by the following vote:

AYES: Damron, Murphy, Graf, Velasco, Modugno

NAYS: None

ABSENT: None



Lin Graf, President
Board of Directors
CARPINTERIA SANITARY DISTRICT

ATTEST:



Michael Damron, Secretary
Board of Directors
CARPINTERIA SANITARY DISTRICT

I, Michael Damron, Secretary of the CARPINTERIA SANITARY DISTRICT, hereby certify that the foregoing is a true copy of Ordinance No. 17 duly and legally adopted by the Governing Board of the District at a legal meeting of said body duly and specially held on June 7, 2022.

DATE CERTIFIED: June 7, 2022

**CARPINTERIA SANITARY DISTRICT
SEWER SERVICE RATE TABLE
TABLE A
ORDINANCE No. 17**

RESIDENTIAL SEWER SERVICE CHARGES					
	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Annual Charge Per Dwelling Unit	\$754.72	\$777.37	\$800.70	\$824.73	\$849.48

LOW PRESSURE SEWER USER SURCHARGE					
	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Annual Surcharge Per Parcel	\$265.31	\$273.27	\$281.47	\$289.92	\$298.62

NON-RESIDENTIAL SEWER SERVICE CHARGES						
Strength Class	Combined BOD/TSS	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
		Rate Per 1000 Gallons Water Used				
Low	< 380 mg/L	\$11.65	\$12.00	\$12.36	\$12.74	\$13.13
Medium Low	380 to 500 mg/L	\$12.61	\$13.00	\$13.39	\$13.80	\$14.22
Medium	501 to 710 mg/L	\$12.83	\$13.22	\$13.62	\$14.03	\$14.46
Medium High	711 to 1100 mg/L	\$14.40	\$14.84	\$15.29	\$15.75	\$16.23
High	1101 to 1700 mg/L	\$18.20	\$18.75	\$19.32	\$19.90	\$20.50
Very High	> 1700 mg/L	Individually Calculated				
MINIMUM CHARGE PER PARCEL		\$754.72	\$777.37	\$800.70	\$824.73	\$849.48

NOTE: FY = fiscal year, from July 1 to June 30 of the subsequent year.

**CARPINTERIA SANITARY DISTRICT
SEWER SERVICE USER CLASS TABLE
TABLE B
ORDINANCE No. 17**

User Class	Description	BOD (mg/L)	TSS (mg/L)	Combined Strength (mg/L)
LOW STRENGTH USERS (<380 mg/L Combined Strength)				
G6	COMMERCIAL – Carwashes – Flat Rate	100	150	250
G3	COMMERCIAL – Laundromats	150	110	260
O9	INSTITUTIONAL – Public Assembly Facilities	130	200	330
P2	INSTITUTIONAL – Schools; Elementary/Jr. High	130	200	330
P4	INSTITUTIONAL – Schools; Colleges	130	200	330
P5	INSTITUTIONAL – Schools; Art/Trade	130	200	330
Q9	Miscellaneous Uses – Parking Lots	130	200	330
O2	INSTITUTIONAL – Nursing Homes	200	135	335
MEDIUM LOW STRENGTH USERS (380 to 500 mg/L Combined Strength)				
K1	COMMERCIAL - General Retail Stores	130	250	380
K2	COMMERCIAL - Retail Stores; Shopping Center	130	250	380
N1	INDUSTRIAL - Warehousing	130	250	380
O4	INSTITUTIONAL - Church/Lodges w/o Kitchens	130	250	380
O6	INSTITUTIONAL - Library/Museums	130	250	380
O7	INSTITUTIONAL - Public Building (Firehouse, Post Office)	130	250	380
O8	INSTITUTIONAL - Utility/Transportation Facilities	130	250	380
Q5	Miscellaneous Uses - Park & Open Spaces	200	200	400
G2	COMMERCIAL - Shoe/Appliance/Other	130	280	410
K7	COMMERCIAL - Auto/Boat Sales/Service	130	280	410
M2	ADMINISTRATIVE - Professional; Business Offices	130	280	410
M3	ADMINISTRATIVE - Professional; Financial	130	280	410
M4	ADMINISTRATIVE - Professional; Utility Offices	130	280	410
K3	COMMERCIAL - Heating/Plumbing/Welding Shops	130	300	430
K4	COMMERCIAL - Lumber/Hardware/Home Improvement	130	300	430
K5	COMMERCIAL - Major Appliance/Furniture	130	300	430
K6	COMMERCIAL - Retail Nursery/Gardener Shops	130	300	430
N3	INDUSTRIAL - Business Park	130	300	430
N5	INDUSTRIAL - Auto Assembly/Bodyshops	150	280	430
N6	INDUSTRIAL - Machine Shop	150	280	430
N8	INDUSTRIAL - Oil Related Industry	180	250	430
H1	COMMERCIAL - Bars w/o Food Service	200	240	440
L3	COMMERCIAL - Entertainment; Theaters	200	250	450
L4	COMMERCIAL - Entertainment; Health Club	200	250	450
P1	INSTITUTIONAL - Schools; Nurseries	200	250	450
G4	COMMERCIAL - Photo/Photo Finish	250	210	460
G5	COMMERCIAL - Service Station w/o Carwash	180	280	460
User	Description	BOD	TSS	Combined

**CARPINTERIA SANITARY DISTRICT
SEWER SERVICE USER CLASS TABLE
TABLE B
ORDINANCE No. 17**

Class		(mg/L)	(mg/L)	Strength (mg/L)
MEDIUM LOW STRENGTH USERS CONT. (380 to 500 mg/L Combined Strength)				
G7	COMMERCIAL - Photocopy/ Print Shops	250	210	460
G1	COMMERCIAL - Barber Shops/Beauty Salons	200	280	480
M1	ADMINISTRATIVE - Professional; Medical	200	280	480
K8	COMMERCIAL - Mixed Uses	200	300	500
K9	COMMERCIAL - Misc.	200	300	500
MEDIUM STRENGTH USERS (501 - 710 mg/L Combined Strength)				
N2	INDUSTRIAL - Research & Development	250	300	550
G8	COMMERCIAL - Dry Cleaners	450	110	560
I1	COMMERCIAL - Motels/Hotels 0-24 Rooms	250	400	650
I2	COMMERCIAL - Motels/Hotels 25-75 Rooms	250	400	650
I3	COMMERCIAL - Motels/Hotels 76-125 Rooms	250	400	650
I4	COMMERCIAL - Motels/Hotels Greater than 125 Rooms	250	400	650
Q6	Miscellaneous Uses - Recreational Vehicle Parks	310	400	710
MEDIUM HIGH STRENGTH USERS (711 to 1100 mg/L Combined Strength)				
N4	INDUSTRIAL - Manufacturing/Assembly	150	600	750
J1	COMMERCIAL - Retail Convenience Food Stores	250	640	890
O3	INSTITUTIONAL - Church/Lodges w/Kitchens	250	640	890
H2	COMMERCIAL - Bars w/ Food Service	450	640	1090
HIGH STRENGTH USERS (1101 to 1700 mg/L Combined Strength)				
J2	COMMERCIAL - Retail Food Stores w/ meat grinder< 5000 s.f.	600	900	1500
J3	COMMERCIAL - Retail Food Stores w/ meat grinder> 5000 s.f.	600	900	1500
J4	COMMERCIAL - Retail Food Stores w/o meat grinder	600	900	1500
H3	COMMERCIAL - Sit-down Restaurant < 1000 s.f.	825	775	1600
H4	COMMERCIAL - Sit-down Restaurant 1000-2000 s.f.	825	775	1600
H5	COMMERCIAL - Sit-down Restaurant > 2000 s.f.	825	775	1600
H6	COMMERCIAL - Fast Food Restaurant	825	775	1600
J5	COMMERCIAL - Retail Bakery	700	1000	1700

LEGEND

BOD = biochemical oxygen demand

TSS = total suspended solids

mg/L = milligrams per liter (parts per million)

EXHIBIT B



CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013

Phone (805) 684-7214 • Fax (805) 684-7213

September 29, 2023

Via Email: thebteam6@gmail.com

Eileen P. Burlinson Revocable Trust
5035 Seventh Street
Carpinteria, California 93013

Subject: 5035 Seventh Street – APN 003-314-002
Accessory Dwelling Unit (ADU) – 23-0038 CVWD/CSD
Intent to Provide Public Sewer Service - Can and Will Serve

It is the intent of the Carpinteria Sanitary District (District) to provide public sanitary sewer service to an accessory dwelling unit (ADU) proposed at 5035 Seventh Street. The District currently provides sanitary sewer service to the subject parcel. Adequate capacity exists, and will exist, in the District's sewer collection and treatment facilities to serve the proposed ADU.

A sewer construction permit is required for all sewer improvements for the proposed project. The permit shall be procured and applicable fees paid prior to issuance of a sewer construction permit. The applicant shall submit a plan, or drawing, to the District showing any proposed sewer connections, alterations or additions. During the construction, it is the applicant's and contractor's responsibility to notify the District for inspection of any sewer improvements or modifications not noted on the approved plans.

All sewer improvements shall conform to approved District construction standards for materials and methods. Pro-rated sewer service charges (SSCs) for the proposed unit will be due at the time the District approves the Certificate of Occupancy. SSCs will be collected on an annual basis thereafter via the property tax roll.

If you need any other information regarding this project or have questions or comments on the information provided, please contact the District at (805) 684-7214 x113.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon
Engineering Technician



CARPINTERIA
Sanitary District

5300 Sixth Street
Carpinteria, CA 93013

Phone (805) 684-7214 · Fax (805) 684-7213

March 24, 2025

Via Email: thebteam@gmail.com

Robert and Lynda Burlison
5035 Seventh Street
Carpinteria, California 93013

Subject: 5035 Seventh Street – APN 003-314-002
Accessory Dwelling Unit (ADU) – 25-0080 CSD
Intent to Provide Public Sewer Service - Can and Will Serve

It is the intent of the Carpinteria Sanitary District (District) to provide public sanitary sewer service to an accessory dwelling unit (ADU) proposed at 5035 Seventh Street. The District currently provides sanitary sewer service to the subject parcel. Adequate capacity exists, and will exist, in the District's sewer collection and treatment facilities to serve the proposed ADU.

A sewer construction permit is required for all sewer improvements for the proposed project. The permit shall be procured and applicable fees paid prior to issuance of a sewer construction permit. The applicant shall submit a plan, or drawing, to the District showing any proposed sewer connections, alterations or additions. During the construction, it is the applicant's and contractor's responsibility to notify the District for inspection of any sewer improvements or modifications not noted on the approved plans.

All sewer improvements shall conform to approved District construction standards for materials and methods. Pro-rated sewer service charges (SSCs) for the proposed unit will be due at the time the District approves the Certificate of Occupancy. SSCs will be collected on an annual basis thereafter via the property tax roll.

If you need any other information regarding this project or have questions or comments on the information provided, please contact the District at (805) 684-7214 x113.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Lance Lawhon

Lance Lawhon
Engineering Technician



ACCESSORY DWELLING UNIT

5035 SEVENTH ST. CARPINTERIA, CA 93013

VICINITY MAP



PROJECT LOCATION

SHEET INDEX

ARCHITECTURAL:	
A0	COVERSHEET
A1	SITE PLAN
A2	FLOOR PLANS
A4	EXTERIOR ELEVATIONS
A6	SITE PHOTOS
SHEETS TOTAL: 5	

AREA TABULATIONS

DESCRIPTION	GROSS
EXISTING	
(E) RESIDENCE	745 SF
(E) GARAGE	234 SF
(E) ENCLOSED PATIO	163 SF
(E) COVERED DECK	73 SF
EXISTING	1216 SF
EXTERIOR DECK	
(A/B) DECK	154 SF
EXTERIOR DECK	154 SF
NEW	
(N) ACCESSORY DWELLING UNIT	325 SF
(A/B) STORAGE SHED	125 SF
NEW	451 SF
TOTAL DEVELOPMENT	1820 SF

CONSTRUCTION WASTE MANAGEMENT

CONTRACTOR TO PROVIDE A CONSTRUCTION WASTE MANAGEMENT PLAN REDUCING WASTE AT LEAST 65% IN COLLABORATION WITH SANTA BARBARA COUNTY RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION:

MACKIE FORGEY
130 EAST VICTORIA STREET, SUITE 100
SANTA BARBARA, CA 93101
OFFICE: (805) 882-3600
TEL: (805) 882-3613
EMAIL: mforgey@countyofsb.org
WEB: www.lessismore.org

PROJECT INFORMATION

Owner:	Eileen P. Burlison Revocable Trust 1164 S. Westlake Blvd. Unit C, Westlake Village, CA 91361 (805) 567 - 1029 thebeam6@gmail.com
Architect:	Marsha Zilles, Architect Z.A.G. (Zilles Architecture Group) 465 Terrace Road Santa Barbara, CA 93109 (805) 969 - 5790 architectzag@gmail.com
Project Address:	5035 Seventh St., Carpinteria, CA 93013
A.P.N.:	003-314-002
Year Built:	1882
Zone:	PRD-20: Planned Residential Development District - Max Density 20 Units/Acre
Land Use:	GC - General Commercial
Occupancy Group:	R3/U
Description of Use:	(E) SFD with Detached ADU & Garage
Type Of Construction:	VB
Sprinklers:	No (including ADU and garage)
Stories:	One
Height:	10'-10"
Lot size:	0.14 Acres (6,096 sq.ft.)
Grading:	0 Cu. Yds.

CODE COMPLIANCE

All Construction Shall Comply With The Current Edition Of The Following Codes:

- 2022 California Residential Code
- 2022 California Plumbing Code
- 2022 California Electrical Code
- 2022 California Mechanical Code
- 2022 California Fire Code
- 2022 California Energy Code
- 2022 California Green Building Standards Code
- All Amendments As Adopted In Santa Barbara County and City of Carpinteria

- SPECIAL INSPECTIONS:
- Weatherproofing
 - HERS Inspections: None
 - See sheet S-1 for Structural List of Special Inspections

SCOPE OF WORK

- Abate Violations associated with Enforcement Case:
 - Combine (2) As-Built Sheds and Addition into Detached Accessory Dwelling Unit (ADU)
 - As-Built Exterior Deck
 - Provide 60A subpanel for ADU

- DEFERRED SUBMITTALS:
- Permit As-Built Storage Shed with Electrical Connection

Z.A.G

ZILLES ARCHITECTURE GROUP

Address: 1284 East Valley Road
Santa Barbara, CA 93108
Cel: 805.888.3146
Tel: 805.969.5790
Email: zagziginco@cox.net
www.zagziginco.com

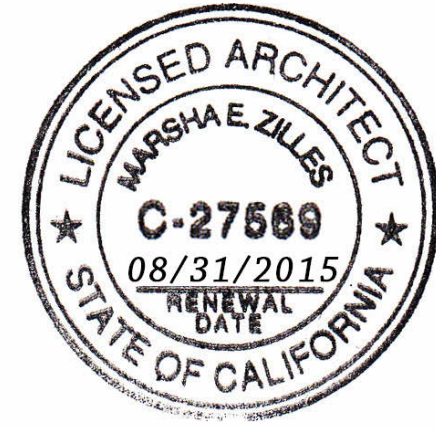
PROJECT:

BURLISON
ACCESSORY DWELLING UNIT

5035 SEVENTH ST. CARPINTERIA, CA 93013

DATE	DESCRIPTION	REV

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SHEET TITLE:

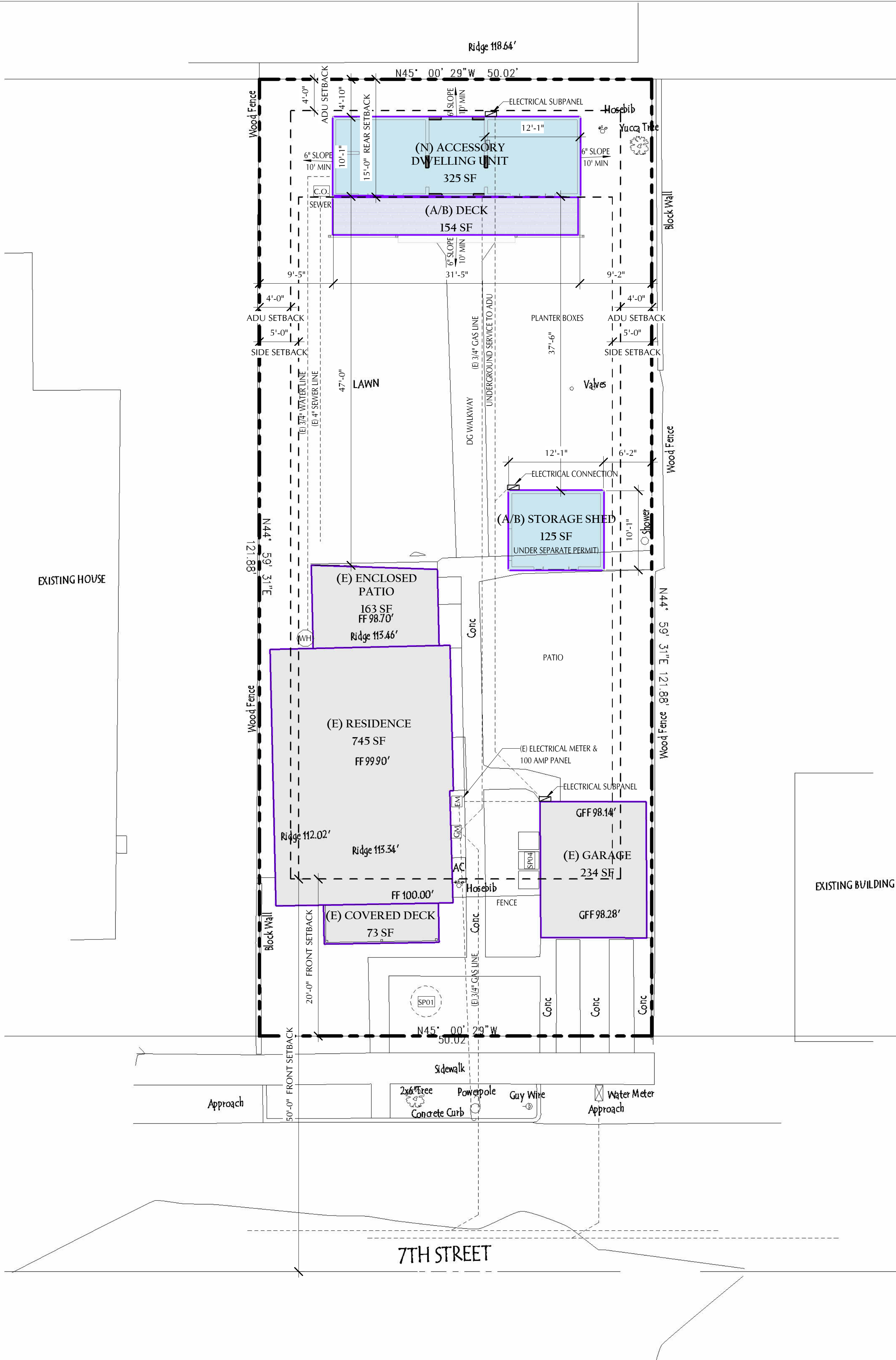
COVERSHEET

SHEET NO.:

A0

1 SITE PLAN

1/8" = 1'-0"



LOT COVERAGE

DESCRIPTION	AREA	%
BUILDING	1816 SF	30%
HARDSCAPE	975 SF	16%
LANDSCAPE	3306 SF	54%
TOTAL LOT COVERAGE	6096 SF	100%

Building Area Legend

- EXISTING
- EXTERIOR DECK
- NEW

SITE PLAN NOTES

SITE PLAN ELEMENTS:

- [SP01] CONSTRUCT 4' DIAMETER x 2' DEEP MINIMUM SIZE WATER STORAGE TANK WITH TOP REMOVED TO SERVE AS WASHDOWN FACILITY FOR CONCRETE, PAINT, PLASTER, ETC.
- SP02 CONSTRUCT SILT FENCE TO LIMITS SHOWN PER DETAIL D1
- SP03 GAS AND WATER SHUTOFFS SERVING ADU
- SP04 TRASH, RECYCLING, AND GREEN WASTE BIN STORAGE. LOCATION REQUIRES SCREENING FROM PUBLIC VIEW FROM THE FRONT OF THE PROPERTY.
- SP05 ADDRESSES SHALL BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ADDRESS NUMBERS SHALL BE 4 INCHES IN HEIGHT, 1/2" MINIMUM STROKE WIDTH AND OF CONTRASTING COLOR TO THEIR BACKGROUND. WHERE ADDRESS CANNOT BE VIEWED FROM PUBLIC WAY, A MONUMENT OR POLE SHALL BE USED.

GENERAL CONSTRUCTION NOTES:

- A. PROTECT EXISTING UTILITIES WITHIN WORK AREA; NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 2 WORKING DAYS IN ADVANCE OF BEGINNING EXCAVATION AT 811.
- B. PROTECT EXISTING IMPROVEMENTS WITHIN WORK AREA.
- C. EXISTING BURIED CONDUITS, PIPES, STRUCTURES HAVE NOT BEEN SHOWN. CONTRACTOR SHALL INVESTIGATE, LOCATE AND MARK ALL EXISTING BURIED CONDUITS, PIPES AND STRUCTURES WHICH CROSS OR OTHERWISE MAY CONFLICT WITH NEW IMPROVEMENTS. CONTRACTOR SHALL PROVIDE RESULTS OF THIS INVESTIGATION TO PROJECT ENGINEER FOR REVIEW BEFORE WORK IS COMMENCED. ALLOW FIVE (5) WORKING DAYS FOR REVIEW.
- D. PROTECT AND MAINTAIN IN SERVICE ALL SUCH FACILITIES UNTIL OTHERWISE APPROVED IN WRITING BY PROJECT ENGINEER AND UTILITY COMPANY.
- E. RETAIN A LICENSED LAND SURVEYOR TO STAKE HORIZONTAL AND VERTICAL CONTROL FOR LAYOUT OF THE WORK, FOR SURVEYING LOCATION OF PROPOSED IMPROVEMENTS. CONFIRM CONTROL DATA WITH PROJECT SURVEYOR PRIOR TO STAKING WORK, IN ADDITION, CHECK STAKING AT KEY LOCATIONS BY SCALING DISTANCES AND TAPING FROM EXISTING FEATURES SHOWN ON PLAN.
- F. DEMOLISH AND REMOVE EXISTING OBJECTIONABLE MATERIALS FROM THE WORK AREA AND DISPOSE OF OFFSITE AS NECESSARY TO COMPLETE THE WORK, WHETHER OR NOT SPECIFICALLY CALLED FOR ON THE DRAWINGS.
- G. WHETHER OR NOT SPECIFICALLY CALLED FOR ON THE DRAWINGS, PROTECT FROM DAMAGE ALL EXISTING FEATURES WITHIN AND IN THE VICINITY OF THE WORK AREA WHICH ARE NOT TO BE ALTERED BY PROPOSED WORK.
- a. DOCUMENT THE EXISTING CONDITION AND PROVIDE SUCH DOCUMENTATION TO PROJECT ENGINEER.
- b. PROTECT DURING CONSTRUCTION FROM PHYSICAL AND AESTHETIC DAMAGE INCLUDING CRACKING, SCRAPING, DEFORMING, SOILING, AND SPLATTER FROM PAINT, CONCRETE OR ASPHALT EMULSION.
- c. RESTORE TO PRE-CONSTRUCTION CONDITION AND APPEARANCE TO SATISFACTION OF DESIGNER AT NO ADDITIONAL COST TO OWNER.
- H. SLOPE MINIMUM 6" FOR A MINIMUM DISTANCE OF 10'
- I. LANDSCAPED AREAS ARE REQUIRED TO BE MAINTAINED IN A HEALTHFUL AND THRIVING CONDITION AT ALL TIMES

EROSION/SEDIMENT CONTROL SPECIFICATIONS

1. THE EROSION/SEDIMENT CONTROL PLAN AND DETAILS ARE BASED ON THE SITE BEING DEVELOPED AS DEPICTED THEREBY THESE MEASURES MAY NOT BE SUITABLE AT ALL STAGES OF CONSTRUCTION AND UNDER ALL STORM CONDITIONS WITHOUT MODIFICATION AND/OR MAINTENANCE. IMPLEMENTATION OF THIS PLAN SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR CONSTRUCTION OF SITE EROSION CONTROL MEASURES. THE CONTRACTOR SHALL EMPLOY ALL LABOR, EQUIPMENT, MATERIALS AND METHODS NECESSARY TO PREVENT DISCHARGE FROM THE SITE OF SILT (MUD), DEBRIS, OR ANY OTHER POLLUTANT.
2. EROSION/SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AT ANY TIME DURING THE YEAR WHEN THE FORECAST OF RAIN PROBABILITY IF 50% OR GREATER FOR EACH YEAR UNTIL THE SITE IMPROVEMENTS, INCLUDING GRADING, PAVING, DRAINAGE DEVICES, AND LANDSCAPING HAVE BEEN CONSTRUCTED OR INSTALLED.
3. EROSION/SEDIMENT CONTROL, MEASURES SHALL BE INSPECTED AND REPAIRED AS NECESSARY BEFORE EACH STORM.
4. THE LOCATION AND EXTENT OF EROSION CONTROL MEASURES SHALL BE REVIEWED AT THE SITE BY THE CONTRACTOR THROUGHOUT THE INSTALLATION PROCESS AND UPON COMPLETION OF THE INITIAL INSTALLATION.
5. THE LOCATIONS OF SWALES, STRAW BALE DIKES/WEIRS AND SILT FENCES MAY REQUIRE ADJUSTMENT DUE TO CHANGING SITE CONDITIONS AND ADDITIONAL INSTALLATIONS MAY BE NECESSARY.
6. ALL EROSION/SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AND REPAIRED AS CALLED FOR BELOW AND IN THE SWPPP BOOK.
7. SOIL AND DEBRIS DEPOSITS SHALL BE REMOVED FROM EROSION CONTROL SWALES AND FROM BEHIND STRAW BALE DIKES/WEIRS AND SILT FENCES AFTER EACH STORM TO RESTORE THEIR CAPACITY.
8. THE SPOIL MATERIAL SHALL BE STOCKPILED SUCH THAT IT CANNOT AGAIN RESULT IN SEDIMENT TRANSPORT ON OR OFF-SITE.
9. DURING THE RAINY SEASON, ALL PAVED AREAS SHALL BE KEPT CLEAR OF SOIL MATERIAL AND DEBRIS. THE SITE SHALL BE MAINTAINED SUCH THAT NO SEDIMENT-LADEN RUNOFF ENTERS THE STORM DRAINAGE SYSTEM OR SHEET-FLOW OFF-SITE.
10. A STANDBY CREW SHALL BE PROVIDED BY THE CONTRACTOR FOR EMERGENCY WORK DURING RAINSTORMS AND SHALL REMAIN ON-SITE AS NEEDED TO MAINTAIN OR INSTALL ADDITIONAL EROSION/SEDIMENT CONTROL MEASURES DURING THE STORM.
11. THE CONTRACTOR SHALL NOT INSTALL BMP'S IN A MANNER THAT CAUSES PONDING OR DIVERSION OF WATER FROM DRAINAGE INLETS RESULTING IN DAMAGE TO PROPERTY.
12. THE CONTRACTOR SHALL PROPERLY MAINTAIN BMP'S TO PREVENT PONDING OR DIVERSION OF WATER FROM DRAINAGE INLETS RESULTING IN DAMAGE TO PROPERTY.

SILT FENCE IMPLEMENTATION:

1. THE CONTRACTOR SHALL INSTALL SILT FENCE ALONG A LEVEL CONTOUR.
2. THE CONTRACTOR SHALL TURN THE ENDS OF THE SILT FENCE UP HILL TO PREVENT STORM WATER FROM FLOWING AROUND THE FENCE.
3. THE CONTRACTOR SHALL LEAVE AN UNDISTURBED AREA IMMEDIATELY DOWN SLOPE FROM THE FENCE WHERE FEASIBLE.
4. SILT FENCES SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED, AFTER WHICH, THE SILT FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
5. MATERIALS: SILT FENCE FABRIC SHALL BE WOVEN GEOTEXTILE WITH A MINIMUM WIDTH OF 36 INCHES AND A MINIMUM TENSILE STRENGTH OF 100 LB FORCE. THE FABRIC SHALL CONFORM TO THE REQUIREMENTS IN ASTM DESIGNATION D4632 AND SHALL HAVE AN INTEGRAL REINFORCEMENT LAYER.
6. INSPECTION AND MAINTENANCE:
- A. SILT FENCE SHALL BE INSPECTED WEEKLY, PRIOR TO FORECASTED RAIN EVENTS, DAILY DURING EXTENDED RAIN EVENTS, AND AFTER THE CONCLUSION OF RAIN EVENTS.
- B. THE CONTRACTOR SHALL REPAIR UNDERCUT SILT FENCES WITHIN 72 HOURS.
- C. THE CONTRACTOR SHALL REPAIR OR REPLACE SPLIT, TORN, SLUMPING, OR WEATHERED FABRIC WITHIN 72 HOURS. REPLACE THE SILT FENCE FABRIC EVERY 8 MONTHS.
- D. SILT FENCES THAT ARE DAMAGED AND BECOME UNSUITABLE FOR THE INTENDED PURPOSE SHALL BE REMOVED FROM THE SITE OF WORK, DISPOSED, AND REPLACED WITH NEW SILT FENCE BARRIERS BY THE CONTRACTOR.
- E. SEDIMENT THAT ACCUMULATES BEHIND THE SILT FENCE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO EACH RAIN EVENT IN ORDER TO MAINTAIN BMP EFFECTIVENESS. DURING A RAIN EVENT THE SEDIMENT SHALL BE REMOVED BY THE CONTRACTOR WHEN THE SEDIMENT ACCUMULATION REACHES ONE-THIRD OF THE BARRIER HEIGHT.
- F. SILT FENCES SHALL BE LEFT IN PLACE UNTIL THE UPSTREAM AREA IS PERMANENTLY STABILIZED. UNTIL THEN, THE SILT FENCE SHALL BE INSPECTED AND MAINTAIN BY THE CONTRACTOR.
- G. THE CONTRACTOR SHALL REMOVE SILT FENCE WHEN UP-GRADIENT AREAS ARE STABILIZED; FILL AND COMPACT POST HOLES AND ANCHOR TRENCH, REMOVE SEDIMENT ACCUMULATION, GRADE FENCE ALIGNMENT TO BLEND WITH ADJACENT GROUND, AND STABILIZE DISTURBED AREA.

Z.A.G

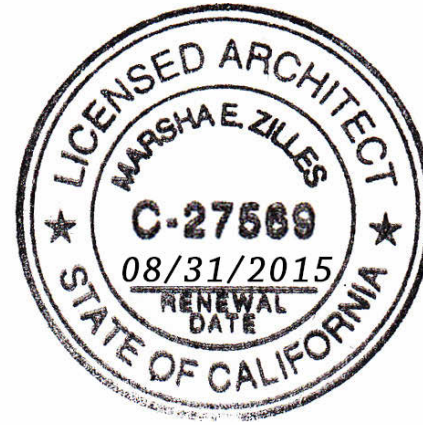
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ACCESSORY DWELLING UNIT
5035 SEVENTH ST. CARPINTERIA, CA 93013

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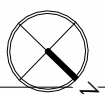


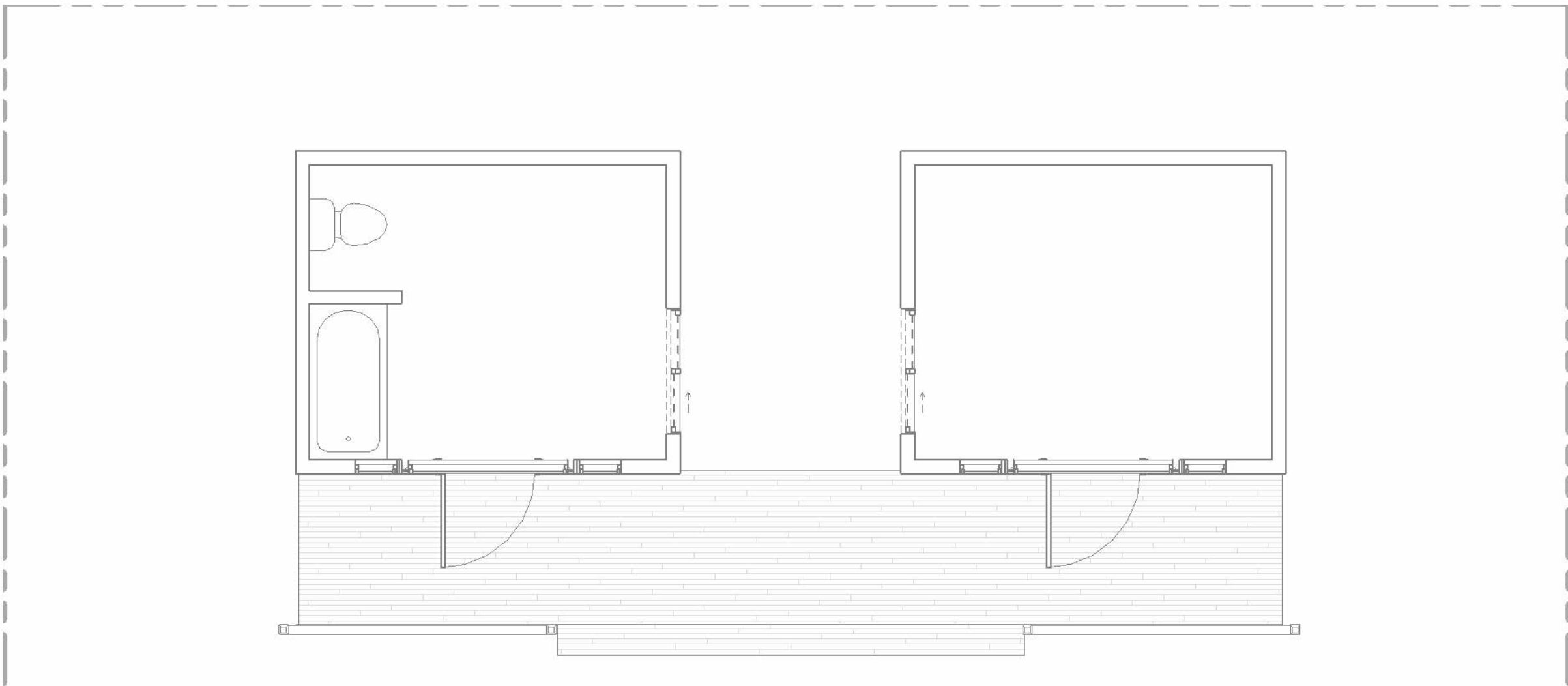
SHEET TITLE:

SITE PLAN

SHEET NO.:

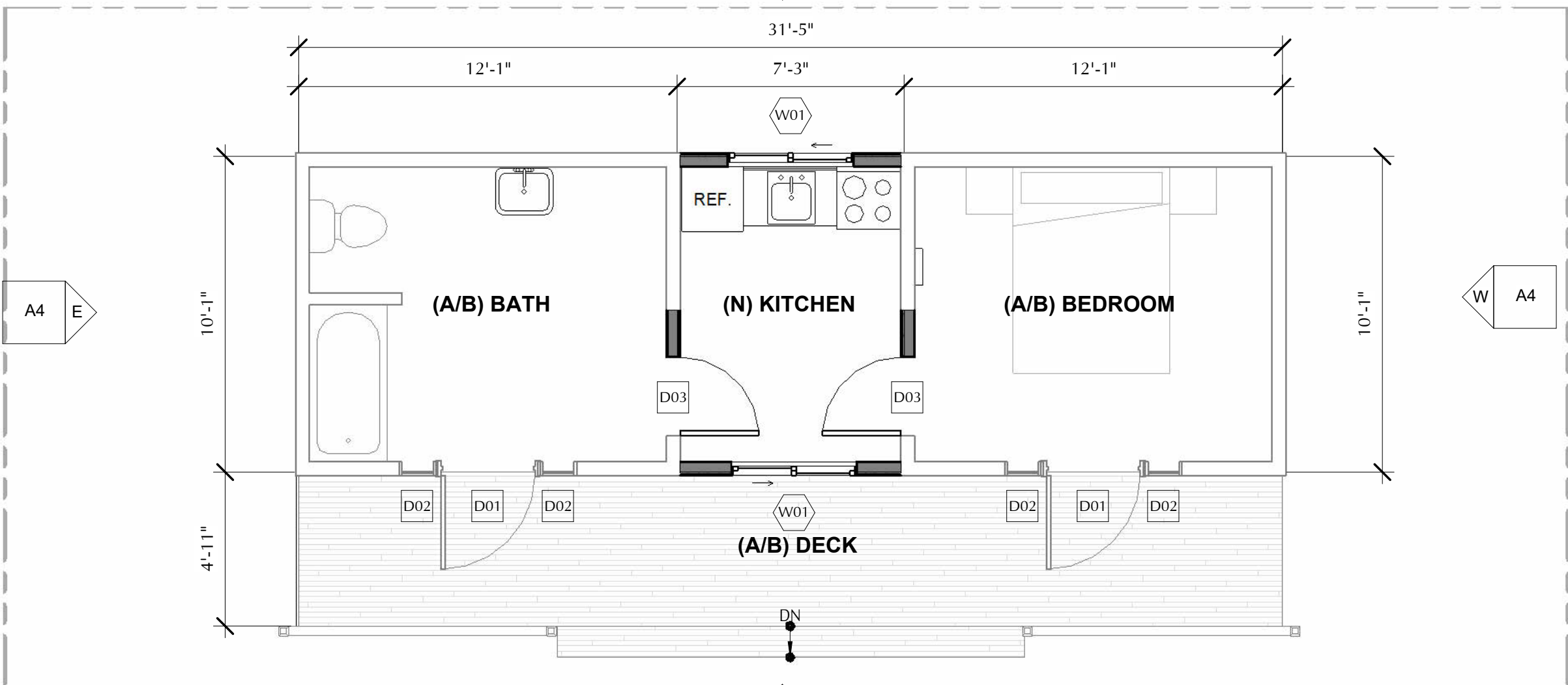
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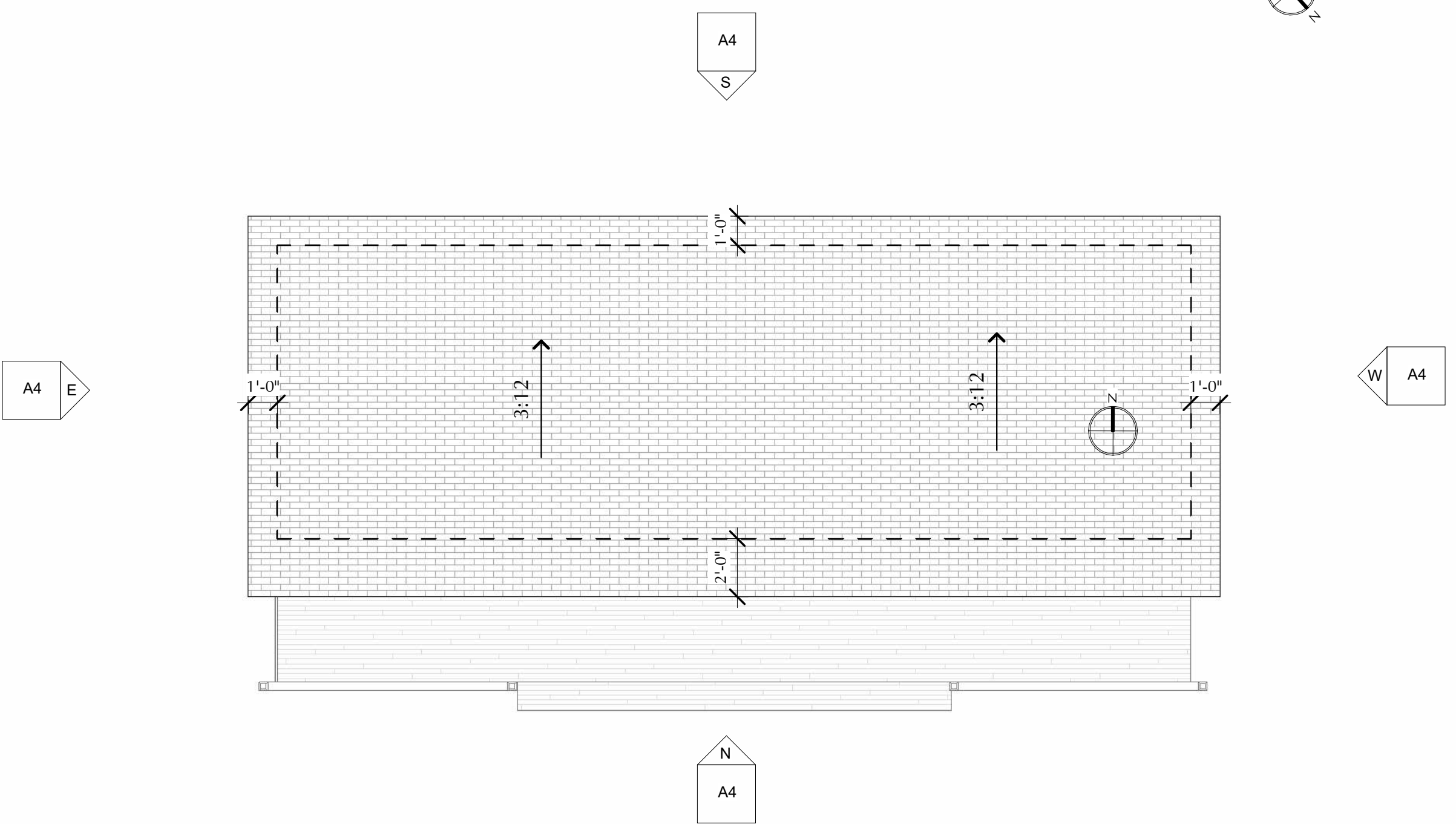
1 AS-BUILT FLOOR PLAN

1/4" = 1'-0"



2 PROPOSED FLOOR PLAN

1/4" = 1'-0"



3 PROPOSED ROOF PLAN

1/4" = 1'-0"

WINDOW SCHEDULE						
WINDOW NUMBER	QTY	WINDOW SIZE		WINDOW TYPE	FRAME MATERIAL	GLAZING AREA
		WIDTH	HEIGHT			
W01	3	4'-0"	3'-0"	Window-Sliding Doublet		12 SF

DOOR SCHEDULE						
DOOR NUMBER	QTY	DOOR SIZE		DOOR TYPE	DOOR MATERIAL	GLAZING AREA
		WIDTH	HEIGHT			
D01	1	3'-0"	6'-8"	Door Passage-Single Full Lite		
D02	2	1'-0"	6'-8"	Door Exterior-Side Lite-Full Flat Glass-Wood Clad		
D03	2	2'-6"	6'-8"	Single-Class 2		

WALL LEGEND

- EXISTING WALL
- NEW WALL
- DEMO WALL

FLOOR PLAN KEYNOTES

FLOOR PLAN ELEMENTS:

- FP01 EXPOSED WOOD BEAM ABOVE - REFER TO STRUCTURAL DRAWINGS.
- FP02 EXPOSED WOOD POST - REFER TO STRUCTURAL DRAWINGS.
- FP03 PORCH DECK WITH FINISH MATERIAL BY OWNER. 2" MAX. STEP FROM THRESHOLD.
- FP04 STONE/TILE SOAP NICHE.
- FP05 LINE OF WALL FRAMING ABOVE.
- FP06 WOOD GUARDRAIL (42" MIN ABOVE ADJACENT FLOOR SURFACE).
- FP07 WOOD STAIRCASE: ALL EXTERIOR STAIRCASES SHALL BE ILLUMINATED.

MILLWORK:

- MW01 BASE CABINET.
- MW02 UPPER CABINET.
- MW03 BUILT-IN SHELVES.
- MW04 KITCHEN COUNTERTOP WITH CANTILEVERED EATING BAR.
- MW05 CLOSET SHELF AND POLE.
- MW06 22" x 30" (MIN) ATTIC ACCESS ABOVE. PROVIDE 110V GFI POWER OUTLET and LED KEYLESS LIGHT

APPLIANCES:

- AP01 GAS RANGE/OVEN. WITH METAL HOOD, LIGHT and FAN. VENT TO EXTERIOR AND PROVIDE BACK DRAFT DAMPER. VERIFY ALL DIMENSIONS WITH MANUFACTURER. PROVIDE HOOD EXHAUST FAN WITH AN EXHAUST RATE OF 100 CFM MINIMUM FOR INTERMITTENT EXHAUST.
- AP02 REFRIGERATOR - ENERGY STAR - PROVIDE WATER CONNECTION FOR WATER DISPENSER AND/OR ICE MAKER.
- AP03 DISHWASHER - ENERGY STAR - INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- AP04 WASHER - PROVIDE HOT and COLD WATER, and WASTE.
- AP05 DRYER - PROVIDE GAS.

MECHANICAL:

- ME01 GAS-FIRED WALL HEATER 60,000 BTUH. HEATER SHALL BE CAPABLE OF MAINTAINING MINIMUM ROOM TEMPERATURE OF 68F AT A POINT 3 FEET ABOVE THE FLOOR 2 FEET FROM EXTERIOR WALLS IN ALL HABITABLE ROOMS AT THE DESIGN TEMPERATURE.
- ME02 DRYER EXHAUST VENT with BACKDRAFT DAMPER - RUN VENT DUCT THROUGH CRAWL SPACE TO EXTERIOR WALL. (LESS THAN 14' WITH TWO 90° ELBOWS)
- ME03 EXHAUST FAN WITH BACK DRAFT DAMPER CAPABLE OF PROVIDING 50 CFM, MINIMUM, (INTERMITTENT OPERATION). FANS SHALL BE ENERGY STAR COMPLIANT AND BE DUCTED TO TERMINATE TO THE OUTSIDE OF THE BUILDING 8-3/4" FROM FRAMING. FANS, NOT FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, MUST BE CONTROLLED BY A HUMIDITY CONTROL.

ELECTRICAL:

- EL01 MAIN HOUSE PANEL WITH EMERGENCY BREAKER.
- EL02 ELECTRICAL SUBPANEL.

PLUMBING:

- PL01 KITCHEN SINK WITH DISPOSER. ** THE MAXIMUM FLOW RATE OF KITCHEN FAUCETS SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 60 PSI - KITCHEN FAUCETS MAY TEMPORARILY INCREASE THE FLOW RATE ABOVE THE MAXIMUM RATE, BUT NOT TO EXCEED 2.2 GALLONS PER MINUTE AT 60 PSI, AND MUST DEFAULT TO A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE AT 60 PSI.
- PL02 LAVATORY - THE MAXIMUM FLOW RATE OF RESIDENTIAL LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI AND SHALL HAVE A MINIMUM FLOW RATE OF 0.8 GALLONS PER MINUTE AT 20 PSI.
- PL03 WATER CLOSET - THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GALLONS PER FLUSH - TANK-TYPE WATER CLOSETS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR TANK-TYPE TOILETS.
- PL04 SHOWER - ENCLOSED WITH TEMPERED GLASS (SAFETY GLAZING) AND FULL HEIGHT TILE WAINSCOT - PROVIDE ONE-PIECE WELDED TRAP OR ACCESS PANEL PER LOCAL CODE - SHOWER HEADS SHALL HAVE A MAXIMUM FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE AT 80 PSI - SHOWERHEADS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR SHOWERHEADS. *** WHEN A SHOWER IS SERVED BY MORE THAN ONE SHOWERHEAD, THE COMBINED FLOW RATE OF ALL SHOWERHEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY A SINGLE VALVE SHALL NOT EXCEED 1.8 GALLONS PER MINUTE AT 80 PSI, OR THE SHOWER SHALL BE DESIGNED TO ALLOW ONLY ONE SHOWER OUTLET TO BE IN OPERATION AT A TIME.
- PL05 HOSE BIBB.
- PL06 GAS-FIRED WATER HEATER.
- PL07 FUEL GAS OUTLET.

DOOR AND WINDOW NOTES:

- ALL WINDOW SIZES TO BE VERIFIED BY GENERAL CONTRACTOR PRIOR TO ORDERING. DISCREPANCIES SHALL BE BROUGHT TO DESIGNER'S ATTENTION.
- REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR DOOR AND WINDOW PROFILES.
- ALL NEW GLAZED DOORS SHALL HAVE DUAL-PANE TEMPERED GLASS, UNLESS OTHERWISE NOTED. REFER TO SCHEDULE.
- NEW EMERGENCY EGRESS WINDOWS IN ROOMS THAT MAY BE USED FOR SLEEPING PURPOSES SHALL HAVE A MINIMUM CLEAR WIDTH AND MINIMUM 24" CLEAR HEIGHT. MINIMUM OPERABLE AREA SHALL BE 5.7 SQ. FT. AND A MINIMUM SILL HEIGHT OF 44". (CBC SEC. 310.4)
- PROVIDE TEMPERED GLASS IN ALL NEW WINDOWS WITHIN 18" OF A WALKING SURFACE AND WITHIN 24" OF A DOOR, AS WELL AS IN BATHROOM AND SHOWER WINDOWS WHERE THE SILL HEIGHT IS LOWER THAN 60" ABOVE THE FINISH FLOOR. REFER TO FLOOR PLAN AND WINDOW SCHEDULE FOR TEMPERED GLASS LOCATIONS.

GLAZING SPECIFICATIONS:

ALL GLAZING (DOORS AND WINDOWS) SHALL BE DUAL GLAZED AND TEMPERED (BOTH PANES).

GLAZING ENERGY PERFORMANCE NOTES:

ALL NEW GLAZING (DOORS AND WINDOWS) SHALL NOT EXCEED:

- U-VALUE = 0.32
- SHGC = 0.25

MANUFACTURER'S LABELS MUST BE LEFT ON INSTALLED DOOR AND WINDOW UNITS FOR INSPECTION. U-VALUE AND SHGC FACTORS ON DOOR AND WINDOW LABELS MUST BE CONSISTENT WITH VALUES INDICATED ON DOOR AND WINDOW SCHEDULES.

Z·A·G

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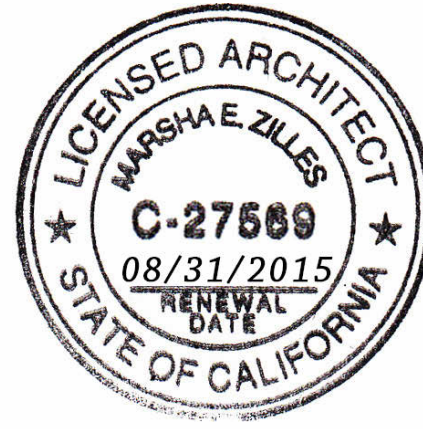
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SHEET TITLE:

FLOOR PLANS

SHEET NO.:

A2

ELEVATION NOTES

EXTERIOR FINISH MATERIAL:

1. ROOF:

CERTAINTED CLASS "A" ASPHALT COMPOSITION SHINGLE ROOFING.
2. WOOD SIDING:

3/8" SMARTSIDE W/ FOIL BACKING OVER (2) LAYERS (MIN)
#15 BLDG. PAPER VAPOR BARRIER, OR APPROVED EQUIVALENT.
3. WOOD DOORS:

MILGARD.
4. VINYL WINDOWS:

MILGARD WINDOWS.
5. LIGHTING:

HAMPTON BAY
MODEL: 1000 - 711 - 845
COLOR: BLACK FINISH
GLASS: "ETCHED"
LAMPING: GU-24 LED (HIGH EFFICACY)
6. GUTTERS:

GUTTERS AND DOWNSPOUTS TO BE ALUMINUM.
7. EXPOSED TIMBER:

SELECT DOUGLAS FIR #1
- FINISH:

SEMI-GLOSS
- COLOR:

BASE: DOVER GRAY, TRIM: DELICATE WHITE
- STYLE:

3068 10-LITE W/ PANED OPERABLE SIDELIGHTS
- COLOR:

DOVER GRAY
- COLOR:

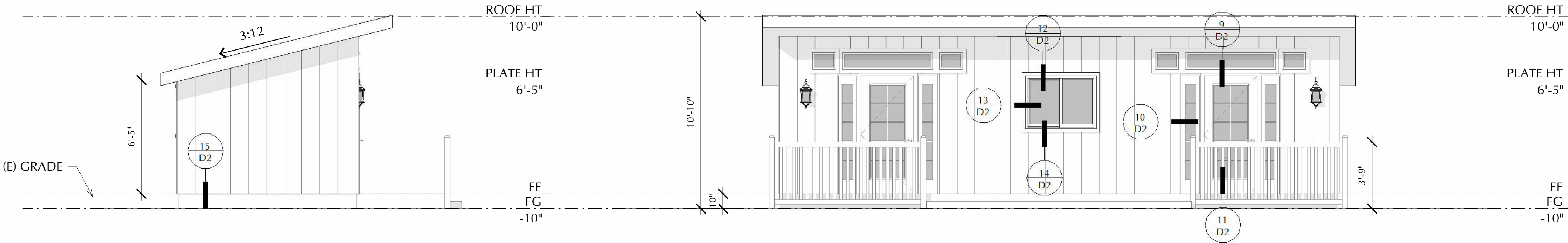
MATCH EXISTING RESIDENCE
- DARK-SKY COMPLIANCE:

LAMP BASE AND SOCKET TO BE CONCEALED AT THE TOP OF THE FIXTURE HOUSING, OUT OF DIRECT VIEW FROM ANY SIDE.
- COLOR:

DELICATE WHITE
- COLOR:

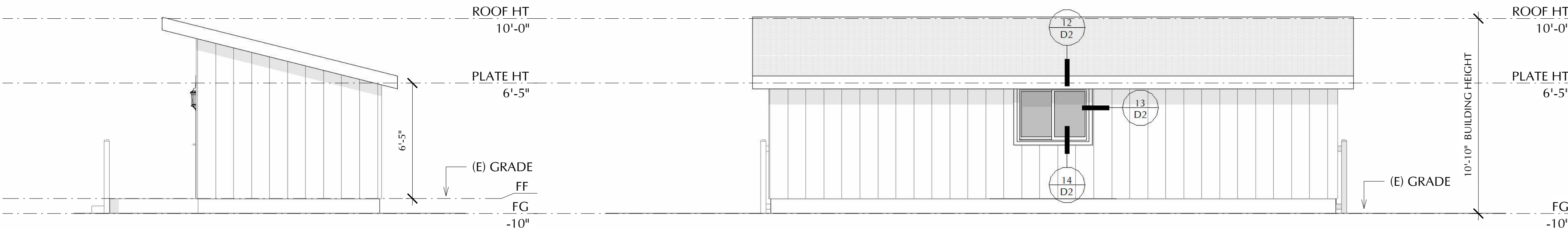
DELICATE WHITE

LIGHT FIXTURE



E EAST ELEVATION
1/4" = 1'-0"

N NORTH ELEVATION
1/4" = 1'-0"



W WEST ELEVATION
1/4" = 1'-0"

S SOUTH ELEVATION
1/4" = 1'-0"

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SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NO.:
A4



VICINITY MAP



WEST NEIGHBOR



EAST NEIGHBOR



NORTH NEIGHBOR



NORTHEAST NEIGHBOR



FRONT LEFT OF RESIDENCE



FRONT YARD



FRONT OF RESIDENCE



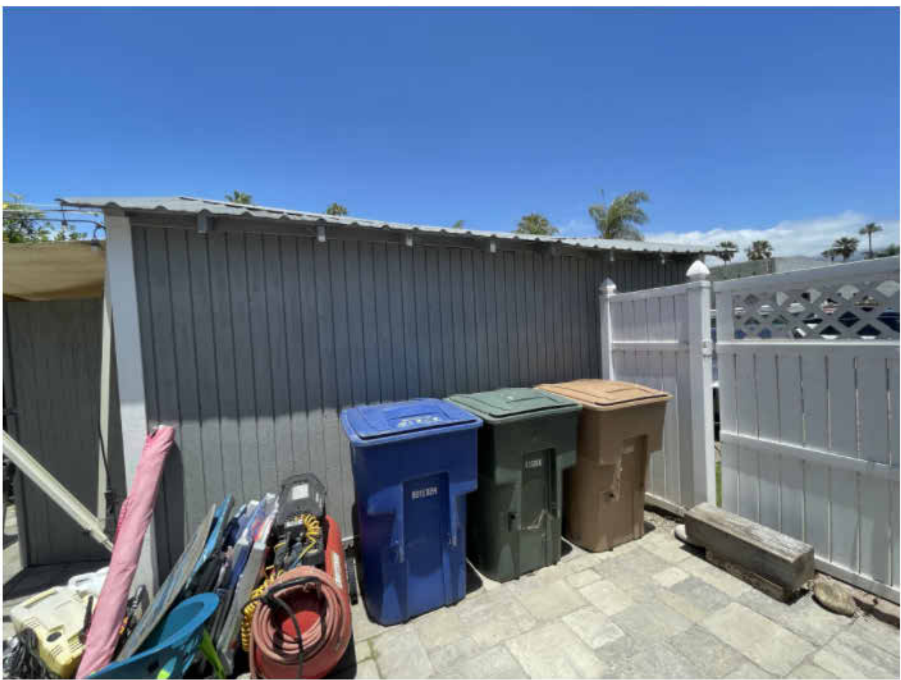
FRONT OF GARAGE



FRONT LEFT OF GARAGE



REAR OF GARAGE



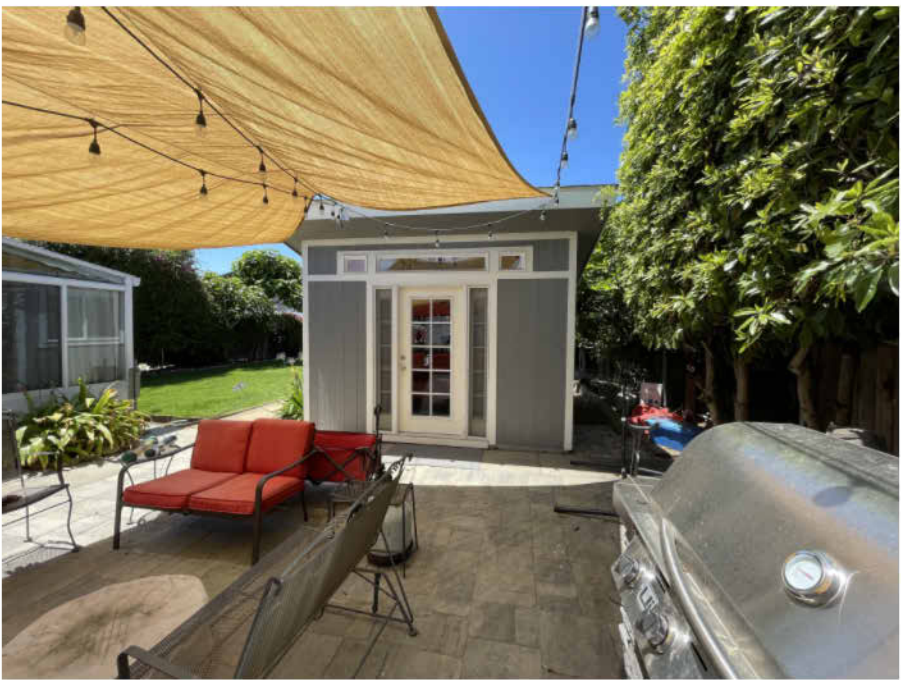
LEFT OF GARAGE



RIGHT OF RESIDENCE



RIGHT OF RESIDENCE



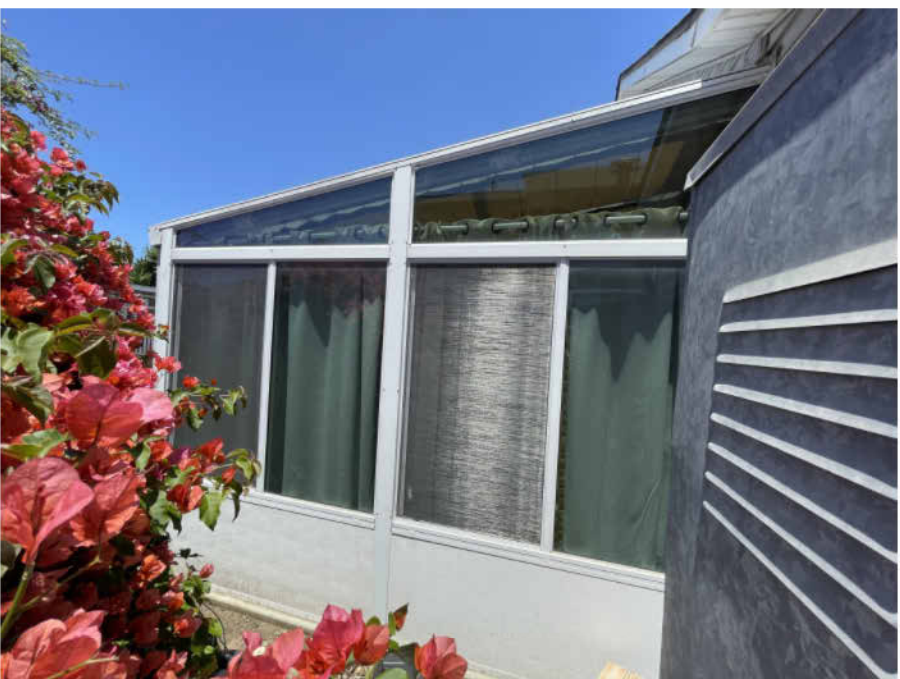
FRONT OF STORAGE SHED



RIGHT OF COVERED PATIO



REAR OF COVERED PATIO



LEFT OF COVERED PATIO



REAR YARD



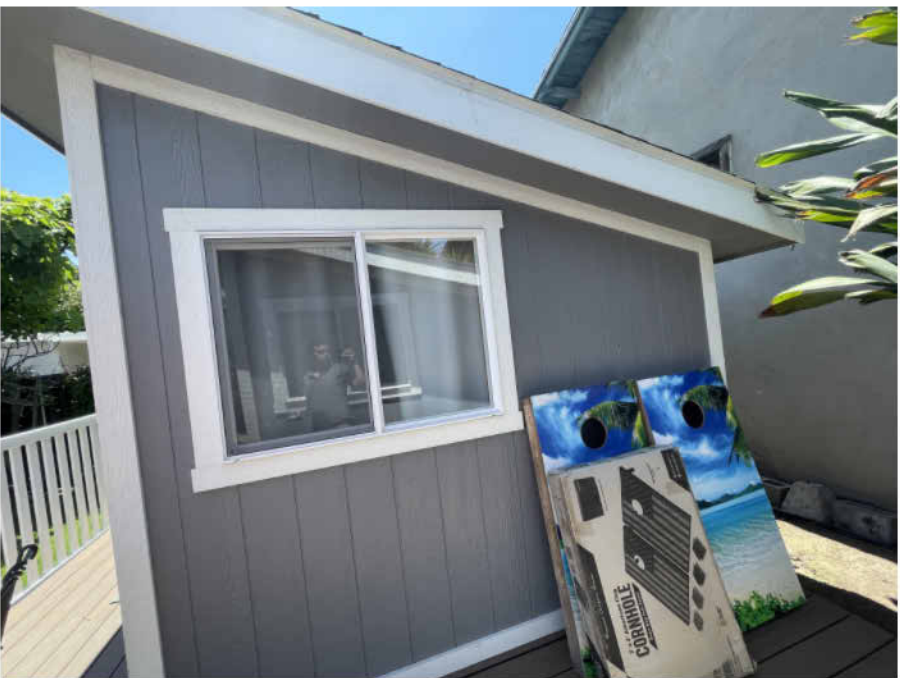
FRONT LEFT OF ADU



REAR OF ADU



REAR OF ADU



RIGHT OF ADU



LEFT OF ADU



FRONT OF ADU



6230 Aberdeen Ave, Goleta CA 93117
805 886 0784 805 403 2541

ALL DRAWINGS AND WRITTEN MATERIAL HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORKS OF THE DESIGNER, AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE DESIGNER.

ACCESSORY DWELLING UNIT
5035 SEVENTH ST.
CARPINTERIA, CA 93013

Delta	Issue Nr.	Description	Date
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A6
SITE PHOTOS

Job No: Project Number Scale: 1" = 1'-0"

9/28/2023 1:25:32 AM



EXHIBIT D

5300 Sixth Street
Carpinteria, CA 93013

CARPINTERIA
Sanitary District

Phone (805) 684-7214 · Fax (805) 684-7213

June 1, 2026

Homeowner
1164 S. Westlake Blvd, #C
Westlake, CA 91361

Re: Initiation of Sewer Service Charge Billing
APN: 003-314-002
Service Address: 5035 Seventh Street

The Carpinteria Sanitary District is providing sewer service to the residence(s) at the above location. For the twelve month period beginning July 1, 2026, the annual residential sewer service charge expected to be \$849.48 per dwelling unit. Dwelling units include single family houses, condominiums and apartments.

For your convenience, the sewer service charge for this service is added to your property tax statement and billed as an annual charge. The sewer service charge will be indicated on your property tax statement as "CARP SAN DIST SVC CHG."

The District's Board of Directors will conduct a public hearing to authorize placement of sewer service charges on the property tax roll on June 16, 2026 at 5:30 pm at the District's administration office located at 5300 Sixth Street in Carpinteria.

If you have any questions regarding this matter, please contact me at 684-7214, extension 111.

Sincerely,

Kim Garcia
District Administrator



EXHIBIT E

5300 Sixth Street
Carpinteria, CA 93013

CARPINTERIA
Sanitary District

Phone (805) 684-7214 · Fax (805) 684-7213

June 12, 2026

Via Email: thebteam6@gmail.com

Mr. Bob Burlison
5035 Seventh Street
Carpinteria, CA 93013

**Subject: Sewer Service Charge Applicability
Accessory Dwelling Unit – 5035 Seventh Street (APN 003-314-002)**

Dear Mr. Burlison:

The Carpinteria Sanitary District (District) reviewed your June 11, 2026 email raising additional arguments in support of your request for relief from the sewer service charge on the accessory dwelling unit at 5035 Seventh Street. This letter responds to those arguments and to those in your original June 8, 2026 application.

After considering all arguments and facts you presented, the District reaffirms the General Manager's June 10, 2026 determination: the accessory dwelling unit is subject to a sewer service charge under Ordinance No. 17. The reasons follow.

The ADU Meets the Ordinance No. 17 Definition of a Dwelling Unit

Ordinance No. 17, Article III, defines a "dwelling unit" as, among other things, a building or part of a building "having a single kitchen and one or more bathroom facilities." The ordinance's definition of "residential use" expressly includes accessory dwelling units. Based on the plans you submitted, your ADU has a kitchen and bathroom facilities and functions as a separate, self-contained living space. It therefore meets the ordinance's definition of a dwelling unit.

Under article IV, section 3(a), the residential sewer service charge equals the product of the Residential Rate in Table A and the total number of residential dwelling units served. The charge applies per dwelling unit, not per parcel. A parcel with two dwelling units — a primary residence and an ADU — is subject to two sewer service charges. The District applies this method uniformly to all residential properties with more than one dwelling unit.

The District's Annual Sewer Service Charge Is Not a "Connection Fee" or "Capacity Charge"

Your emails cite the City of Carpinteria's ADU ordinance and California law for the proposition that an ADU must not be treated as a new residential use for calculating connection fees or capacity charges for utilities, including water and sewer service. That language reflects Government Code § 66311.5(b).

That statute restricts only “connection fees” and “capacity charges” — categories of one-time fees that Government Code § 66013 defines. A “connection fee” covers the physical facilities needed to make a sewer connection — meters, pipelines, and related installation. A “capacity charge” is a charge for existing or planned capital facilities that benefit the property. Government Code § 66311.5 consistently uses these specific terms and does not reference ongoing annual service charges.

The District’s annual sewer service charge is neither a connection fee nor a capacity charge. It is a recurring charge for providing sewer service — the collection, conveyance, treatment, and disposal of wastewater. California courts recognize the distinction between ongoing use fees for sewer-service operations and one-time capacity fees for capital facilities. The annual sewer service charge is an ongoing use fee, not subject to the restrictions in Government Code §§ 66311.5 or 66013.

The Sewer Service Charge Is Not a Tax

The District’s sewer service charge is a fee for service, not a tax. As Ms. Garcia explained in her June 10 email, the District uses the property tax bill as a collection vehicle, as the law authorizes. Using the tax roll for billing does not convert a service charge into a tax. Health and Safety Code §§ 5471 and 6520.5 expressly authorize sanitary districts to prescribe and collect fees, tolls, rates, and charges for sewer services. The California Constitution separately recognizes sewer service charges as property-related fees distinct from taxes and exempts them from certain voter-approval requirements that apply to other property-related charges. (Cal. Const., art. XIII D, § 6.)

The District’s Per-Dwelling-Unit Charge Structure Is Lawful

You argue that the charge is disproportionate because it applies per dwelling unit rather than based on actual water use. Ordinance No. 17 establishes a per-dwelling-unit flat rate for residential users, as Table A shows. The District adopted this rate structure under its Wastewater Rates and Fees Study Report (March 2022), which established the basis for these rates. The Board found that the rates do not exceed the proportional cost of service attributable to each parcel and that the revenues do not exceed the amount needed to provide the service.

California law does not require residential sewer service charges to be based on individually metered wastewater flow. Per-dwelling-unit flat rates are a standard and widely accepted method for residential sewer service charges across California.

The Remaining Arguments Do Not Establish “Special Circumstances” Warranting Relief

Article VI of Ordinance No. 17 permits the General Manager to grant relief when “special circumstances” make applying the ordinance “unjust or inequitable” to a particular person. Your arguments — including the property’s single sewer lateral, the length of ownership, fixed income, the ADU’s intended use for family members, and the policy of encouraging ADU construction — are understandable concerns. But they do not present the type of special circumstances that article VI contemplates. They apply broadly to many property owners who add an ADU to an existing single-family parcel, not to a situation unique to your property.

To address your specific points:

- **Single sewer connection.** Many multi-unit residential properties share a single sewer lateral. The number of physical connections does not determine the number of dwelling units served or the volume of wastewater generated.
- **Length of ownership and prior payments.** The sewer service charge pays for the ongoing cost of providing service each fiscal year. Prior years' payments funded prior years' service. They do not prepay or offset future charges for additional dwelling units.
- **Comparison to an attached addition.** An addition that expands an existing home without creating a separate kitchen and independent living facilities does not create a new dwelling unit under the ordinance. An ADU, by definition, provides "complete independent living facilities," including provisions for cooking. That is why both state law and Ordinance No. 17 classify it as a separate dwelling unit. (Gov. Code, § 66313.) The distinction is functional, not merely architectural.
- **Intermittent use.** The residential sewer service charge applies to all dwelling units to which service is available, consistent with the ordinance and applicable law. It does not depend on full-time occupancy.

Prior Notice

You were informed of the applicable sewer service charges before the ADU was completed. The District issued Letters of Intent to Provide Public Sewer Service for the ADU. The most recent, dated March 24, 2025, advised that sewer service charges would be due at occupancy and collected annually through the property tax roll. A City of Carpinteria Certificate of Occupancy routing slip was signed by the District, and a prorated sewer service charge of \$274.93 was collected on February 11, 2026.

Right to Board Hearing

Under article VI of Ordinance No. 17, you have the right to request a hearing before the District Governing Board. If you wish to appeal this determination, please contact the District office to schedule a hearing. The Board has the authority to modify or suspend the ordinance's rules and regulations when special circumstances warrant.

The Board will conduct a public hearing and consider adoption of Resolution No. R-387 ordering placement of sewer service charges on the county tax roll for fiscal year 2026/27 at its regular meeting on June 16, 2026. While it is not typical for the Board to consider individual protests or property owner objections as part of this hearing, it is certainly within their discretion to do so. If you do intend to attend and comment on this matter at the June 16th hearing, please advise us prior to the meeting so that we can provide the background materials to the Board ahead of time.

Sincerely,
CARPINTERIA SANITARY DISTRICT



Craig Murray, P.E.
General Manager

EXHIBIT F

From: [robert burlison](#)
To: [Kim Garcia](#)
Cc: [Craig Murray](#); [Lynda Burlison](#)
Subject: Re: Fw: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice
Date: Tuesday, September 29, 2026 10:28:49 AM
Attachments: [image006.png](#)
[image005.png](#)
[image004.png](#)
[image003.png](#)

Ms. Garcia - as to our request for any documentation that the Board will rely on to make its decision, no need for that as to anything that we have sent to you or you have sent to us because we have located our file on this matter and so we have what we had requested from you. Thanks for any efforts you've made in this regard thus far.

BOB BURLISON
(818) 692-0705 cell/text

On Mon, Sep 28, 2026 at 5:01 PM robert burlison <thebteam6@gmail.com> wrote:

Ms. Garcia - yes. Would you kindly scan and email to me at "thebteam6@gmail.com", whatever portions of our file the appeal hearing board will be looking at for this hearing, including any communications we have sent to the Board and they have sent to us? Also, please remind me what time our hearing will be at. Thank you.

BOB BURLISON
(818) 692-0705 cell/text
Email: "thebteam6@gmail.com"

On Mon, Sep 28, 2026 at 1:50 PM Kim Garcia <kimg@carpsan.com> wrote:

Mr. Burlison,

Are you still interested in an administrative appeal hearing with our Board of Directors at their regular meeting of October 6, 2026?



Kim Garcia

District Administrator

5300 Sixth Street, Carpinteria, CA 93013

Phone: (805) 684-7214 ext. 111 Fax: (805) 684-7213

Email: KimG@carpsan.com Web: www.carpsan.com

ENVIRONMENTAL LEADERSHIP IN CARPINTERIA SINCE 1928

From: robert burlison <thebteam6@gmail.com>
Sent: Friday, June 19, 2026 8:06 AM
To: Craig Murray <craigm@carpsan.com>
Cc: Lynda Burlison <lyndaburlison@gmail.com>; Kim Garcia <kimg@carpsan.com>; robert burlison <thebteam6@gmail.com>
Subject: Re: Fw: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice

Mr. Murray - thanks for getting back to me on the scheduling of our appeal hearing, and, after looking at our schedule, we'd appreciate this being on October 6, 2026. I'll look forward to the details on timing and procedures, and do thank you for providing the BOD with all our prior mail correspondence ahead of the meeting.

Lynda & Bob Burlison, Tstees

(818) 692-0705 cell/text

On Thu, Jun 18, 2026 at 11:51 AM Craig Murray <craigm@carpsan.com> wrote:

Mr. Burlison -

We can schedule an administrative appeal hearing before the District's Board of Directors on July 7th or October 6th (or a later date). Please advise us of your preference. We will schedule accordingly and provide you details on timing and procedures. Certainly, we can provide the Board with your prior email correspondence ahead of the hearing.

Thank you.

Craig Murray, P.E.

General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
P 805.684.7214 x112
C 805.451.7804
F 805.684.7213

From: robert burlison <thebteam6@gmail.com>

Sent: Monday, June 15, 2026 9:51 AM

To: Craig Murray <craigm@carpsan.com>

Cc: Lynda Burlison <lyndaburlison@gmail.com>; Kim Garcia <kimg@carpsan.com>;
robert burlison <thebteam6@gmail.com>

Subject: Re: Fw: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice

Mr. Murray -

Thank you for your prompt and efficient response to this matter, and for setting this up so we can discuss it further with the Board. We will need to have this set on the first Tuesday of July, July 7, 2026, in that we will be leaving town on July 18, 2026. If the BOD does not have time for us on that date, we will not be back until September 23, 2026, so it looks like the next available date would then be August 6, 2026. If that doesn't work, let me know and we'll figure out what date would then be available.

Thank you again for your attention to this matter, and I am assuming you will/have provide/provided all of the written [email] exchanges we have had with you and Ms. Garcia, so the BOD is up to date on the various facts, Regulations, and law surrounding the issues in this matter.

Bob & Lynda Burlison, Trustee

(818) 692-0705 cell/text

On Mon, Jun 15, 2026 at 9:34 AM Craig Murray <craigm@carpsan.com> wrote:

Understood. We will register your written protest to Resolution R-387, which orders placement of sewer service charges on the tax roll, at our Board Meeting tomorrow night. The Board meets on the first and third Tuesdays of the month at 5:30 p.m. If you let Kim or I know when you would like to address the Board we will work with the Board President to agendize an appeal hearing. Thank you.

Sincerely,

Craig Murray, P.E.

General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
P 805.684.7214 x112
C 805.451.7804
F 805.684.7213

From: robert burlison <thebteam6@gmail.com>

Sent: Friday, June 12, 2026 4:26 PM

To: Craig Murray <craigm@carpsan.com>

Cc: Lynda Burlison <lyndaburlison@gmail.com>; Kim Garcia <kimg@carpsan.com>;
robert burlison <thebteam6@gmail.com>

Subject: Re: Fw: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice

Mr. Murray:

Thank you for your response. While it is an exhaustive response, it mostly just

mirrors all of the points that we have a different prospective based on the “normal and reasonable” interpretations of the meaning of wording used in the Sanitary District’s own wording in Ordinance 17 such as “special circumstances”, “unjust”, “inequitable” and “hardship”. Without any wording in the Ordinance to actually explain the District’s meaning applied of those words, you say that our use of “special circumstances” is inapplicable because it “appl[ies] broadly to many property owners who add an ADU..., not to a situation unique to your property”. The Ordinance also uses words it chooses to use to explain/define a “dwelling unit” as having a kitchen - the requirement of a kitchen is not our choice; it was required by the City’s ADU Regulation, which also dictates that “[a]n ADU shall not be considered a new residential use for purposes of calculating...charges for utilities, including water and sewer service”, unless the ADU was constructed with a new single-family dwelling”, which our ADU was not “constructed with a new single-family dwelling”.

Just because your Ordinance used its own words to define what it can separately charge an additional service charged, doesn’t make it legal nor appropriate, which is the definition of “unjust” and “inequitable”. Just because you wrongly charge all other ADUs, which also were required to be built with a kitchen [even if the property owners didn’t want it], when the Regulation clearly states that the District cannot treat an ADU as a “new residential use”, which would be necessary to issue a “new” charge. You ignore the wishes of the actual owner of the property, which, in our case, we don’t want another kitchen, but had to put that into the ADU because that’s what the City’s permit process required. That is what is called a “special circumstance”, which is “unjust” and inequitable”, no matter how the District defines it.

You also ignore the facts that we applied to the City to add what we wanted, minus an additional kitchen, and the cost to actually attach that additional living space was outrageous, but had we done that, under your unreasonable definitions, if we had done that, we would not be charged an additional service charge. That is the clear definition of unjust and inequitable.

What the District is doing may just open a Pandora’s box - if you’ve charged all these properties with old structures who, in order to help out the urge of the City to build ADUs, just because the City also requires a kitchen, even when the owner has no need for a kitchen and has never intended the ADU to be separate from the “main” property, and some authority determines that is “unfair”, as it is, or is “inequitable” [which means you are treating the same “real” situation by different requirements], it could require you to reverse all of those charges. Why would a property owner, who never intended to make a “new” sewer connection nor have a “new” sewer charge”, when everything in the ADU is connected directly with the “old” sewer” connection, be subject to a definition that the District uses a definition of a “dwelling unit” to be one that includes a kitchen, even one not wanted?

Yes, we want to appeal this decision and now understand that the hearing on June 16, 2026, is not where such an appeal should be made, so please direct how we “petition” the District for an appeal to get a hearing date that is after the June 16, 2026 BOD meeting, although we do ask that you advise the BOD on June 16, 2026, that our property is objecting to the service charge and asking for a hearing date to appeal your decision. Please acknowledge both that you will advise the BOD of our position at the June 16, 2026 BOD meeting, and that you will instruct me as to what further effort we need to do to “petition” the BOD for an appeal to be heard at a future separate meeting.

Thank you for your time and efforts in this regard. Please call with any questions.

Bob & Lynda Burlison, Trustees

(818) 692-0705 cell/text

On Fri, Jun 12, 2026 at 11:58 AM Craig Murray <craigm@carpsan.com> wrote:

Hello Mr. & Mrs. Burlison -

Apologies for the delayed response to your email, but I was out of the office yesterday at a meeting in Orange County. We do appreciate your position and the time spent communicating your concerns. The attached letter provides a detailed response that I hope provides some additional clarity on the legal authority for recurring ADU charges. The bottom line is that we are intending bill your new ADU the same way we bill all other ADUs within our service area. You can appeal this determination to the District Board of Directors at a separate hearing, or you can petition the Board at their June 16th Board meeting when they will consider a resolution authorizing placement of all sewer service charges on the annual tax roll.

Please don't hesitate to contact me by phone or email if you would like to discuss this matter further.

Best Regards,

Craig Murray, P.E.

General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
P 805.684.7214 x112
C 805.451.7804
F 805.684.7213

From: robert burlison <thebteam6@gmail.com>
Sent: Thursday, June 11, 2026 10:23 AM
To: Kim Garcia <kimg@carpsan.com>
Cc: Lynda Burlison <lyndaburlison@gmail.com>; robert burlison <thebteam6@gmail.com>
Subject: Re: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice

Ms. Garcia:

I have received a number of other pertinent, factual, and legal arguments that address the application we have made for the District's additional charge for "sewer service" be exempt to our property. Based upon your statement that if we had "added" the same space that the ADU now occupies on the property, but "attached" it to the existing home, we would only have 1 sewer charge - the one we already have - and the additional sewer charge would not be added. You haven't answered that question, but you did state it to me in our phone conference and, since we do intend to appeal any decision you make, except if you reverse your decision and exempt the property from this second sewer service charge, we need to add these additional "arguments" and "support" for the initial application, and make them part of any appeal.

We ask that you further consider the following further factual, pertinent, and legal arguments to reverse your opinion, and if not reversed, that you include these further statements in an appeal that we'd ask you forward to the board for its upcoming meeting:

First, please understand a very useful distinction to the statement you made that the "charge" is not a "tax" simply because you are using the "property tax statement" simply as a vehicle - not sure why the District would have the authority to place

something that is “not a tax” on a “tax bill”, but, putting aside that fact, we cannot find any such legal authority, and notwithstanding that, Ordinance 17 is clear that the facts that support our application fall squarely within the District’s own exemption standard because applying the second charge is “unjust,” “inequitable,” or a “hardship”, for their further following reasons:

1. The ADU is not a separate parcel and cannot be separately owned

Historically, California ADUs were legally tied to the primary residence and could not be sold separately, and that is the Regulation the District is bound by, under the Carpinteria ADU Regulation #758. A separate sale is only possible in limited jurisdictions that have specifically adopted California’s AB 1033 framework; many jurisdictions, including most of the state, still treat ADUs as a part of the same parcel.

The District is treating the ADU as a separate residence for purposes of taxation, while state and local land-use law continue to treat it as part of the same property and ownership structure. If the ADU cannot be independently conveyed, financed, or taxed as a separate parcel, imposing a second full sewer service charge is inequitable.

2. One sewer connection, one account, one property

Our ADU uses the same sewer lateral and the same District connection as the primary residence - this clearly prohibits a “second” sewer connection because the District is not providing a second connection, a second lateral, or a second point of service. The property remains one customer and one parcel receiving sewer service through a single connection.

California ADU law, including the ADU Regulation adopted by Carpinteria, prohibits requiring separate utility connections for many ADUs and limits certain utility charges.

If there is only one physical sewer connection, the charging as though two independent customers exist overstates the service actually provided.

3. Existing customer versus new customer

The District itself describes its Development Impact Fee as a way for new users to “buy into” capacity already paid for by existing customers. Since we have been paying sewer charges since 1971, our property has contributed to the sewer system for over fifty years. Unlike a newly created parcel or development, this property has long participated in financing the system. Applying a second full annual charge fails to recognize the substantial historical contributions already made by the property owner.

This fact is especially compelling if the ADU is occupied by family members and/or used intermittently, which we have told you that is the use of this property - 2 charges for the same “water flow” into the sewer is simply inequitable, unfair, and, it seems, legally prohibited.

4. Disproportionate charge compared to actual sewer usage

The District charges residential customers on a per-dwelling-unit basis rather than actual wastewater flow, therefore, the second charge bears little relationship to actual sewer demand. An ADU occupied by one person may generate substantially less wastewater than a large single-family household, yet the District charges the same amount as a full dwelling unit.

This goes directly to the concept of inequity.

5. State ADU policy encourages ADUs

California has adopted ADU laws specifically to increase housing supply. Carpinteria’s ADU Regulation follows that intent. The District’s application of a second full sewer charge discourages ADU construction and frustrates the public policy goals underlying California’s ADU statutes. The District’s exemption authority exists precisely to address situations where rigid application of a rule produces an inequitable result, and therefore it fits squarely into your obligations to homeowners to exempt such charges if they are inequitable, unjust, or create a hardship

6. Hardship argument

While I have asked you to define these words used in your Ordinance 17, you have not responded. So, defining “hardship”, it would be reasonable to apply factors of financial stress and/or unfair financial burden.

Examples of this might be as follows:

- Fixed retirement income - my wife and I are under a fixed income, and derive no income from the subject property [i.e., we do not rent it];
- Property owned for decades - we have owned this property since 1971;.
- Significant expense already incurred to build the ADU - the cost of the ADU construction, while about 1/3rd the cost quoted to us by what the City wanted us to build to “add” the same amount of space, is over \$100,000 - an added cost for unrelated and unneeded sewer service is simply a further financial burden [10 years, the cost would be close to \$10,000].
- ADU constructed for family caregiving or aging-in-place purposes rather than income production - this is the exact purpose we began the construction of the ADU, and, in a number of years, it is planned to be an active use for us;

- Annual sewer charges effectively doubled despite no corresponding increase in District infrastructure costs.
-

7. Unequal treatment compared with other homeowners

While we have not confirmed these facts, the following appear to be true:

- Large homes with multiple bathrooms pay only one charge.
- Guest houses without kitchens pay only one charge.
- Multi-generational households within a single structure pay only one charge.

If the above is so, the District is imposing materially different charges on similarly situated properties based solely on the architectural configuration of living space rather than actual sewer demand. The sewer charge is therefore a strong example of “inequitable treatment”.

An important California-law issue

The City of Carpinteria’s ADU ordinance states:

“An Accessory Dwelling Unit shall not be considered ... a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was constructed with a new single-family dwelling.” The ADU on the subject property was constructed with an “old”, not a “new” single-family dwelling. The “sewer service” fee is illegal, and cannot be applied to this property.

While the District seemed to respond in the email to my application, that an annual sewer service charge is not a “connection fee” or “capacity charge” but rather an ongoing service charge, in fact, the District’s annual sewer service charge has to be “a connection fee” in order to give “service” to the property, but could also be characterized as a part of our property tax since a governmental entity is using the property tax bill to charge money owed by a property owner - any difference is semantically and inconsequential.

Still, this language supports an equitable basis to our application, that California law generally seeks to prevent ADUs from being treated as wholly separate residential uses for sewer-related charges. The District’s decision to impose a second full annual sewer service charge is inconsistent with the policy reflected in those statutes.

Summary:

The above should be considered as a request to change your denial of our application, and, instead, to grant it and exempt any second sewer charge to our property, but also, if you don’t do that, to make all of this email a part of an appeal

to the District Board, so, in summary, and including all that was contents in my first email, I would emphasize:

1. One parcel and one ownership.
2. One sewer connection.
3. Fifty-plus years of prior sewer payments.
4. ADU cannot practically function as an independent property.
5. Charge is disproportionate to actual sewer demand.
6. Financial hardship and unfair burden on long-time property owners.
7. California ADU policy discourages excessive utility-related charges.

These facts and factors fit squarely and closely within the terms “unjust,” “inequitable,” and “hardship” factors for exempting such a service charge under Ordinance 17’s exemption section, and therefore should be adequate for you to reverse your initial conclusions, and grant our application to exempt this second charge, however, if you do not do that, to make these further factors a part of my first email with other factors, and submit both to the Board as an appeal to your decision.

Thank you.

Bob Lynda Burlison, Trustee

(818) 692-0705 cell/text

On Wed, Jun 10, 2026 at 3:30 PM robert burlison <thebteam6@gmail.com> wrote:

Ms. Garcia:

Thank you for that clarification, but you place this “charge” on our “property tax bill”, so, excuse us, but that is the definition of a “tax”, and you are defining an ADU, which is clearly defined by an ADU Regulation that will not allow the actual structure to be in any manner considered a “separate” property to the “main” structure on the property, yet you call it a “separate living unit” - it is simply NOT considered that for “title” and “ownership” basis, and if it is, it is “inequitable”, and should be able to be exempt from this ill-defined “service charge”.

I would like to know the answers to the questions we have asked. Thank you.

Bob & Lynda Burlison, Trustee

(818) 692-0705 cell/text

On Wed, Jun 10, 2026 at 1:23 PM Kim Garcia <kimg@carpsan.com> wrote:

Mr. Burlison,

The District is not imposing a “tax”. The charge is for sewer service. Sometimes this can be confusing as we utilize the property tax bill as a vehicle for the service charge placement and collection. I’ve attached a copy of Ordinance No. 17 which outlines the sewer service charge rates, calculation, and collection.



Kim Garcia

District Administrator

5300 Sixth Street, Carpinteria, CA 93013

Phone: (805) 684-7214 ext. 111 Fax: (805) 684-7213

Email: KimG@carpsan.com Web: www.carpsan.com

Join us on [Facebook](#)

ENVIRONMENTAL LEADERSHIP IN CARPINTERIA SINCE 1928

From: robert burlison <thebteam6@gmail.com>

Sent: Wednesday, June 10, 2026 1:15 PM

To: Kim Garcia <kimg@carpsan.com>

Cc: Lynda Burlison <lyndaburlison@gmail.com>; robert burlison <thebteam6@gmail.com>

Subject: Re: 5035 7th Street “sewer service charge” - June 1, 2026 letter/notice

Ms. Garcia:

Thank you for your email response to our objection and requests related to the District's intent to further tax our property based upon the District's conclusion that, despite the ADU laws of the City disallowing the ADU to be in any manner defined as a "separate parcel of property" for sale and/or title purposes, that our ADU unit "functions as a separate, self-contained living space". Before we consult with further advisors on this matter, would you kindly please answer the following questions:

1- What is the tax that the District places on a parcel that is a "single family residence" with 3 bedrooms and 2 bathrooms?

2- What fact scenario or "special circumstances" of a piece of property in Carpinteria would make the "application of the rules and regulations [of the District] a "hardship", or "unjust", or inequitable" so as to "modify" or "suspend" the application of such rules and regulations?

I appreciate you responding to these questions before or on Friday, June 12, 2026. Thank you.

Bob & Lynda Burlison, Trustee

(818) 692-0705 cell/text

On Wed, Jun 10, 2026 at 10:35 AM Kim Garcia <kimg@carpsan.com> wrote:

Mr. Burlison

The Carpinteria Sanitary District has reviewed your request and the information we have on file for the property located at 5035 Seventh Street. Based on the accessory dwelling unit plans provided to the district, the proposed ADU meets the definition of a "dwelling unit" under Ordinance 17. The plans indicate that the unit contains a kitchen and bathroom facilities, is designed for residential occupancy, and functions as a separate, self-contained living space. Accordingly, it satisfies one or more of the criteria set forth in the ordinance's definition of a dwelling unit. Additionally, multiple letters of Intent to Provide Public Sewer Service for the accessory dwelling unit were issued, the latest dated March 24, 2025, where you were notified that sewer service charges (SSC) would be due at the time of occupancy and that future SSC's would be collected on an annual basis thereafter via the property tax roll. A City of Carpinteria

Certificate of Occupancy routing slip was signed by our agency, and prorated SSC was collected in the amount of \$274.93 on February 11, 2026. Therefore, the additional dwelling will be billed in accordance with our ordinance.

The above is the determination of the District's General Manager based on your written request for relief submitted via email. Pursuant to Article VI of District Ordinance No. 17, you may request a hearing before the District Governing Board if you are not satisfied with this determination. Please contact me if you wish to schedule a hearing to consider relief from applicable annual sewer service charges.

Ordinance No. 17 Article VI: If the applicant is dissatisfied with the General Manager's determination, a hearing before the District Governing Board may be requested. The Board on its own motion and without an application, may, when special circumstances make the application of these rules and regulations a hardship or unjust or inequitable, modify or suspend the rules and regulations for the period during which the special circumstances exist.



Kim Garcia

District Administrator

5300 Sixth Street, Carpinteria, CA 93013

Phone: (805) 684-7214 ext. 111 Fax: (805) 684-7213

Email: KimG@carpsan.com Web: www.carpsan.com

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ENVIRONMENTAL LEADERSHIP IN CARPINTERIA SINCE 1928

From: robert burlison <thebteam6@gmail.com>

Sent: Tuesday, June 9, 2026 9:30 AM

To: Kim Garcia <kimg@carpsan.com>

Cc: Lynda Burlison <lyndaburlison@gmail.com>

Subject: Re: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice

Ms. Garcia - thank you.

BOB BURLISON
BURLISON GROUP, LLC

(818) 692-0705 cell/text

On Tue, Jun 9, 2026 at 8:41 AM Kim Garcia <kimg@carpsan.com> wrote:

Good Morning Mr. Burlison,

I've received your email and will respond as soon as I can.



Kim Garcia

District Administrator

5300 Sixth Street, Carpinteria, CA 93013

Phone: (805) 684-7214 ext. 111 Fax: (805) 684-7213

Email: KimG@carpsan.com Web: www.carpsan.com

Join us on [Facebook](#)

ENVIRONMENTAL LEADERSHIP IN CARPINTERIA SINCE 1928

From: robert burlison <thebteam6@gmail.com>

Sent: Monday, June 8, 2026 9:19 AM

To: Kim Garcia <kimg@carpsan.com>

Cc: Lynda Burlison <lyndaburlison@gmail.com>; robert burlison
<thebteam6@gmail.com>

Subject: 5035 7th Street "sewer service charge" - June 1, 2026 letter/notice

Ms. Garcia:

Thank you for your time recently discussing the June 1, 2026 letter you signed and sent to us as owners of the property referred to above, and the notice of the District's BOD intention of conducting "a public hearing to authorize placement [of this charge] on our property tax statement". I indicated that we object, strenuously, to the placement of such a charge when we already pay for a "sewer septic charge" for our house, and you indicated I needed to put that objection in writing, which is what this email is intended to be.

I have looked at the District's "Ordinance 17", and, under a "Relief" section, it does appear that you, as the District Administrator, do have the authority not to submit this charge for "authorization" to the District's BOD, under the following language:

"Any person who believes application of the ordinance is unjust or inequitable because of special circumstances may submit a written application to the General Manager requesting relief".

Please take this email as a submission for "relief" under that section, based on the following facts:

1- The subject property is a small cottage of about 900 square feet that has been owned by our family since 1971. During early 2000-2004, we looked into ways to add a bedroom and bathroom to the structure. One option was to add to the house, which, when the plans were drawn for that, would have cost us close to \$1M. So, the only other option, which we did do during the COVID-19 pandemic crisis, was to add 2 Tuft Sheds on the property, one of which was a bathroom - this included an extension of, and connect to, the pipes that already made up the sewer discharge system for the property, and for which we have apparently paid a "sewer charge" on for decades. Those same pipes, which are now some 5 years old, remain on the property today, and are used to connect the ADU facilities to the sewer system;

2- The requirement to add/construct the ADU was required when the City finally passed an ADU Regulation, and, after much discussion, we converted the Tuft sheds to an ADU, with the sole and only intention to accommodate the intended "addition" to the property of another bedroom and bathroom. If that addition had been made through attaching it to the property, something we could never have afforded, it is our understanding that no "additional" sewer fee would have been assessed. To now assess

such a large and unnecessary fee because we were forced and required to add such living area by way of an ADU, and wrongly assuming that it was a “separate” living structure and therefore would be treated separately as if we had 2 “units” on the property, is both unjust and inequitable;

3- We do not have a CO for the ADU, because it is a part of the existing structure. We also do not have a separate address, and we have advised the Postmaster that we do not intend to treat it as a “separate” property and address. It is part of our existing property;

4- We do not intend to, in any manner, “separate” the ADU from the existing property, and, as the City Regulation dictates, ADU’s may not be “sold” separately from the property, and may not be divided by a lot line application to be “separate” - it is part of our property, and will not be separately rented out, nor allowed to be occupied by someone who is not authorized to use the whole property, i.e., our family and friends; and

5- It is unjust, unfair, and inequitable, when we could have, had we had the finances, added the same additional living space to the property and not incurred an “additional” sewer charge, to now, because we were required to gain the additional living area by complying with the ADU process, tax us further with a fee for a service that is literally the same service we are already being taxed for. Furthermore, we are absentee owners of the property, and the use of the property is substantially limited to mainly during the summertime, and during other seasons, not more than maybe once per month, and many months not used at all - just looking at our water use over the last 5-10 years [60% of which is for landscape watering], shows we use very little water during most of the year.

Based on all of these facts, we hereby request that you not submit our property for an additional sewer tax, that you exempt our property from the tax, and that we not be required to appear before the District’s BOD on June 16, 2026, to argue these same points to ask that they do what we are asking here for you to do.

Thank you for your time and efforts in reviewing this matter. We appreciate that you acknowledge your receipt of this email, so we have a record you received it, and we look forward to your response.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray P.E. – General Manager

SUBJECT: **Resolution No. R- 391: A Resolution of Application Initiating Proceedings for the Annexation of 3281 Beach Club Road to the Carpinteria Sanitary District**

DATE: October 6, 2026

REQUESTED ACTION: The Board review and adopt Resolution No. R- 391 initiating proceedings for Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road.

BACKGROUND: The parcel in question is located within the District's sphere of influence, but not within our existing service area boundary. This Annexation application is to bring the subject parcel into the District's service area and to meet the LAFCO requirement for annexation.

Resolution No. R- 391 formally requests that LAFCO consider and adopt the Annexation application, which is attached for reference. The resolution also finds this boundary change to be categorically exempt from CEQA and authorizes staff to file a Notice of Exemption.

RECOMMENDATION: Staff recommends that the Board adopt Resolution No. R-391 requesting Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road.

SUGGESTED MOTION: I move that the Board approve Resolution No. R-391 requesting Santa Barbara LAFCO approval of the Annexation of 3281 Beach Club Road.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray P.E. – General Manager

Attachments: Resolution No. R-391
LAFCO Application for Annexation – 3281 Beach Club Road



October 6, 2026

Mike Prater, Executive Officer
Santa Barbara LAFCO
105 East Anapamu Street
Santa Barbara CA 93101

Subject: 3281 Beach Club Road Annexation to the Carpinteria Sanitary District

Dear Mr. Prater,

The undersigned hereby requests approval of the proposal described in the attached materials. It is proposed to process this application under the provisions of the Cortese/Knox/Hertzberg Local Government Reorganization Act (Government Code Section 56000 et seq.)

Enclosed in support of this proposal are the following:

1. Resolution No. R-391; Resolution of application adopted by the Carpinteria Sanitary District on October 6, 2026
2. Completed LAFCO Proposal Questionnaire
3. Legal description and map of the proposed annexation
4. Assessor Parcel Map showing proposal area outlined in red ink
5. CEQA Notice of Exemption
6. Cost Accounting Agreement

Written consent has been given to this annexation by all affected property owners and it is therefore requested that the Commission waive the protest hearing requirements.

If you have any questions regarding this proposal, please contact the undersigned.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Shay Darrington, E.I.T.
Assistant Engineer

RESOLUTION NO. R-391

RESOLUTION OF THE GOVERNING BOARD OF CARPINTERIA SANITARY DISTRICT OF APPLICATION OF THE CARPINTERIA SANITARY DISTRICT INITIATING PROCEEDINGS FOR 3281 BEACH CLUB ROAD ANNEXATION TO THE CARPINTERIA SANITARY DISTRICT

WHEREAS, the **CARPINTERIA SANITARY DISTRICT** desires to initiate proceedings for the adjustment of boundaries specified herein;

NOW THEREFORE, the Board of Directors does hereby resolve and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code.
2. This proposal is an annexation to the CARPINTERIA SANITARY DISTRICT.
3. The proposal to annex is requested by Jeff Underwood.
4. A legal description of the boundaries and a map of the affected territory is set forth in Exhibits A and B, attached hereto and by reference incorporated herein.
5. It is desired that the proposal be subject to the following terms and conditions:
 - A. That the territory proposed to be annexed shall be subject to its share of all of the indebtedness of the District, including bonded indebtedness of the District.
 - B. The proponent shall be responsible for all improvements and entitlements necessary to make said connection.
6. The reasons for the proposal are as follows:
 - A. The CARPINTERIA SANITARY DISTRICT is empowered to and is engaged in the collection and disposal of sewage and has existing facilities for disposal of sewage from the proposed territory to be annexed.
 - B. The property owners desire to have sanitary sewer service and have requested connection to the District's sanitary sewer system for the parcel within the annexation area boundary.
7. The proposal is consistent with the Sphere of Influence of the CARPINTERIA SANITARY DISTRICT and a proposal to modify the District's Sphere of Influence is not required.

8. The CARPINTERIA SANITARY DISTRICT consents to annex the territory once SANTA BARBARA LAFCO has approved the application.
9. Consent is hereby given to the waiver of conducting authority proceedings.
10. The proposal is categorically exempt from the California Environmental Quality Act per Public Resources Code Sections 21083 and 21084 and 14 Cal. Regs. Section 15319, subsections (a) and (b) and the District General Manager is authorized to file a Notice of Exemption with the Clerk of the Board of Supervisors for Santa Barbara County.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 6th day of October 2026 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Resolution No. R-391 was thereupon declared, carried, and adopted.

Dated this 6th day of October 2026.

We certify that the above is a true and correct copy of Resolution No. R-391, adopted by the Board of Directors of the Carpinteria Sanitary District on October 6, 2026.

APPROVED:

Debbie Murphy
President, Board of Directors

ATTEST:

Mike Modugno
Secretary, Board of Directors

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

Proposal Justification Questionnaire for Annexations,

Detachments and Reorganizations

(Attach additional sheets as necessary)

1. Name of Application: (The name should match the title on the map and legal description; list all boundary changes that are part of the application)

Applicant: Jeff Underwood

Application Name: 3281 Beach Club Road Annexation to the Carpinteria Sanitary District

2. Describe the acreage and general location; include street addresses if known:

Address: 3281 Beach Club Road, Carpinteria, CA 93013

Location Description: The parcel is located in the Beach Club Road Homeowner's Association. The major crossroad is Padaro Lane.

Acreage: 0.25 acres (10,904 SF)

3. List the Assessor's Parcels within the proposal area:

APN: 005-390-017

4. Purpose of proposal: (Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit.)

The purpose of this proposal is to annex the property located at 3281 Beach Club Road into the Carpinteria Sanitary District service area boundary to allow for a public sewer connection.

5. Land Use and Zoning - Present and Future

A. Describe the existing land uses within the proposal area. Be specific.

RES-4.6

B. Describe any changes in land uses that would result from or be facilitated by this proposed boundary change.

None

C. Describe the existing zoning designations within the proposal area.

Single Family Residential, Zoned 8-R-1

- D. Describe any proposed change in zoning for the proposal area. Do the existing and proposed uses conform with this zoning?

None

- E. (For City Annexations) Describe the prezoning that will apply to the proposal area upon annexation. Do the proposed uses conform with this prezoning?

N/A

- F. List all known entitlement applications pending for the property (i.e., zone change, land division or other entitlements).

No land use entitlement applications pending.

6. Describe the area surrounding the proposal

Using Table A, describe existing land uses, general plans and zoning designations for lands adjacent to and surrounding the proposal area. The application is incomplete without this table.

7. Conformity with Spheres of influence

- A. Is the proposal area within the sphere of influence of the annexing agency?

Yes

- B. If not, include a proposal to revise the sphere of influence.

8. Conformity with County and City General Plans

- A. Describe the existing County General Plan designation for the proposal area.

The parcel is located in the Toro Canyon Planning Area and subject to land use requirements set forth in the Toro Canyon Plan (specific plan).

- B. (For City Annexations) Describe the City general plan designation for the area.

N/A

- C. Do the proposed uses conform with these plans? If not, please explain.

Yes. Extending sanitary sewer service to the subject parcel is consistent with Toro Canyon Plan guidelines and requirements, and preferred as opposed to continued use of on-site wastewater disposal systems.

9. Topography and Natural Features

- A. Describe the general topography of the proposal area and any significant natural features that may affect the proposal.

The topography generally slopes downward towards the Pacific Ocean.

- B. Describe the general topography of the area surrounding the proposal.

The parcel is surrounded on all sides by single-family residences. Padaro Lane and California Highway 101 are to the north. The surrounding area generally slopes downward towards the Pacific Ocean.

10. Impact on Agriculture

- A. Does the affected property currently produce a commercial agricultural commodity?

No

- B. Is the affected property fallow land under a crop rotational program or is it enrolled in an agricultural subsidy or set-aside program?

No

- C. Is the affected property Prime Agricultural Land as defined in Government Code §56064?

No

- D. Is any portion of the proposal area within a Land Conservation (Williamson) Act contract?

No

- 1) If “yes,” provide the contract number and the date the contract was executed.
- 2) If “yes”, has a notice of non-renewal be filed? If so, when?
- 3) If this proposal is an annexation to a city, provide a copy of any protest filed by the annexing city against the contract when it was approved.

11. Impact on Open Space

Is the affected property Open Space land as defined in Government Code Section 65560?

No

12. Relationship to Regional Housing Goals and Policies (City annexations only)

If this proposal will result in or facilitate an increase in the number of housing units, describe the extent to which the proposal will assist the annexing city in achieving its fair share of regional housing needs as determined by SBCAG.

N/A

13. Population

A. Describe the number and type of existing dwelling units within the proposal area.

There is an existing 3,560 SF single-family dwelling unit on the subject parcel.

C. How many new dwelling units could result from or be facilitated by the proposal?

None

Single-family _____ Multi-family _____

14. Government Services and Controls – Plan for Providing Services (per §56653)

A. Describe the services to be extended to the affected territory by this proposal.

Public sanitary sewer service would be made available to the subject parcel.

B. Describe the level and range of the proposed services.

Sanitary sewer services identical to other users currently within the Carpinteria Sanitary District service area.

C. Indicate when the services can feasibly be provided to the proposal area.

Sanitary sewer services could be extended within a year.

D. Indicate any improvements or upgrading of structures, roads, sewers or water facilities or other conditions that will be required as a result of the proposal.

A sanitary sewer connection to a private low pressure sewer force main that currently serves 3276 Beach Club Road.

E. Identify how these services will be financed. Include both capital improvements and ongoing maintenance and operation.

The Applicant will pay for the cost of installing the sewer line from the subject parcel to the private force main. The applicant will be responsible for all costs associated with the sewer line installation. After installation, the Applicant will be responsible for paying annual sewer service charges to the District.

- F. Identify any alternatives for providing the services listed in Section (A) and how these alternatives would affect the cost and adequacy of services.

A private septic system is the only alternative sewage disposal method.

15. Ability of the annexing agency to provide services

Attach a statement from the annexing agency describing its ability to provide the services that are the subject of the application, including the sufficiency of revenues (per Gov't Code §56668j).

See attached Intent to Serve letter from Carpinteria Sanitary District.

16. Dependability of Water Supply for Projected Needs (as per §56653)

If the proposal will result in or facilitate an increase in water usage, attach a statement from the retail water purveyor that describes the timely availability of water supplies that will be adequate for the projected needs.

The proposal will not result in or facilitate an increase in water usage.

17. Bonded indebtedness and zones – These questions pertain to long term debt that applies or will be applied to the affected property.

- A. Do agencies whose boundaries are being changed have existing bonded debt? **No**
If so, please describe.

- B. Will the proposal area be liable for payment of its share of this existing debt? **Yes**
If yes, how will this indebtedness be repaid (property taxes, assessments, water sales, etc.)

Annual sewer service charges

- C. Should the proposal area be included within any 'Division or Zone for debt repayment? **No**
If yes, please describe.

- D. (For detachments) Does the detaching agency propose that the subject territory continue to be liable for existing bonded debt? **N/A**
If yes, please describe.

18. Environmental Impact of the Proposal

- A. Who is the "lead agency" for this proposal? **Carpinteria Sanitary District**
- B. What type of environmental document has been prepared?

None. Categorically Exempt pursuant to Public Resources Code Sections 21083 and 21084, Section 15319.

EIR _____ Negative Declaration _____ Mitigated ND _____

Subsequent Use of Previous EIR _____ Identify the prior report. _____

- C. If an EIR has been prepared, attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."

19. Boundaries

- A. Why are these particular boundaries being used? Ideally, what other properties should be included in the proposal?

The proposal application boundaries are limited to the single parcel located at 3281 Beach Club Road.

- C. If any landowners have included only part of the contiguous land under their ownership, explain why the additional property is not included.

N/A

20. Final Comments

- A. Describe any conditions that should be included in LAFCO's resolution of approval.

None

- B. Provide any other comments or justifications regarding the proposal.

Carpinteria Sanitary District has worked with property owners along Padaro Lane, and in other beachfront developments, to effect septic to sewer conversions. These projects have been supported by non-governmental organizations, government agencies, and the public, based on beneficial impacts to water quality.

- C. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

	<u>Name</u>	<u>Address</u>	<u>Email</u>
A.	Jeff Underwood	3281 Beach Club Road Carpinteria, CA 93013	jvunderwood@yahoo.com
B.	Carpinteria Sanitary District	5300 6 th Street Carpinteria, CA 93013	craigm@carpsan.com & shayd@carpsan.com
C.			

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone</u>
Jeff Underwood	3281 Beach Club Road Carpinteria, CA 93013	jvunderwood@yahoo.com	
Shay Darrington	5300 6 th Street Carpinteria, CA 93013	shayd@carpsan.com	805-684-7214 x113

Signature 

Date 09/30/2026

TABLE A

Information regarding the areas surrounding the proposal area

	Existing Land Use	General Plan Designation	Zoning Designation
East	Single Family Residential	Toro Canyon Plan	8-R-1
West	Single Family Residential	Toro Canyon Plan	8-R-1
North	Single Family Residential	Toro Canyon Plan	8-R-1
South	Single Family Residential	Toro Canyon Plan	8-R-1

Other comments or notations:

US HWY 101
POR. PUEBLO LANDS

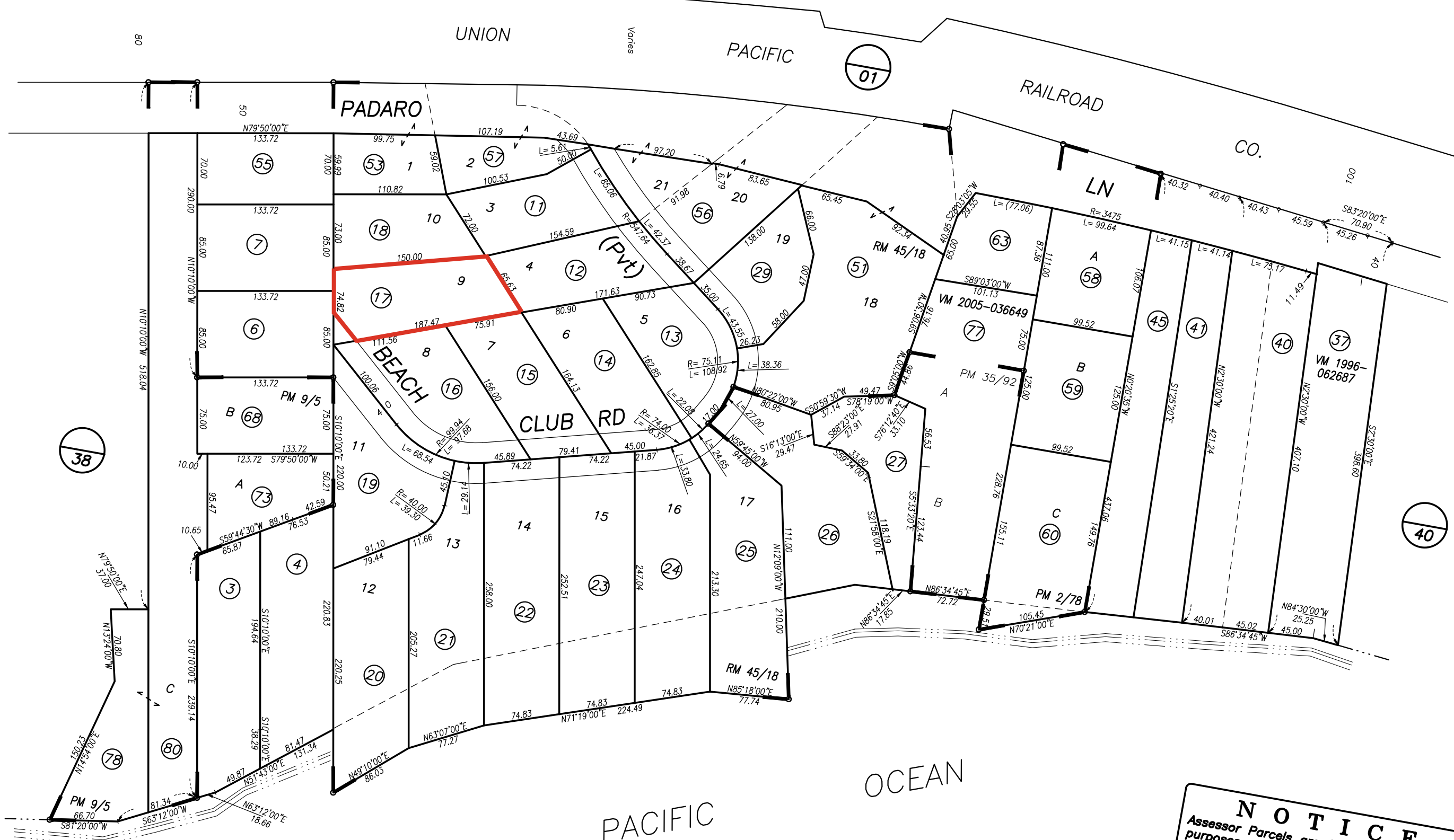
UNION

PACIFIC

RAILROAD

CO.

005-39



1" = 100'
scale

NOTICE
Assessor Parcels are for tax assessment
purposes only and do not indicate either
parcel legality or a valid building site.

05/09/1958 R.M. Bk. 45 , Pg. 18-19 , Tract "Serena Beach Club"

Assessor's Map Bk, 005-Pg. 39
County of San

EXHIBIT "A"
3281 BEACH CLUB ROAD ANNEXATION
TO THE CARPINTERIA SANITARY DISTRICT
LAFCO 26-_____

Lot 9 of Serena Beach Club, in the County of Santa Barbara, State of California, as per map recorded in Book 45, Pages 18 and 19 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest corner of said Lot 9; thence along the North line of said Lot 9,

1st: North 75° 08' 20" East 150.00 feet to the Northeast corner of said Lot 9; thence,

2nd: South 42° 39' 50" East 65.63 feet to the Southeast corner of said Lot 9; thence,

3rd: South 70° 05' 10" West 164.69 feet to the Southwest corner of said Lot 9; thence,

4th: North 48° 30' West 36.19 feet to the Easterly line of Beach Club Road; thence along
said Easterly line,

5th: North 10° 10' West 42.57 feet to the Point of Beginning.

Containing 0.25 acres, more or less.

Disclaimer: For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

Prepared on September 25, 2026 by:



Jeremy Henry PLS 8135
Henry Land Surveying
805-216-6124
Jeremyhenry1118@gmail.com

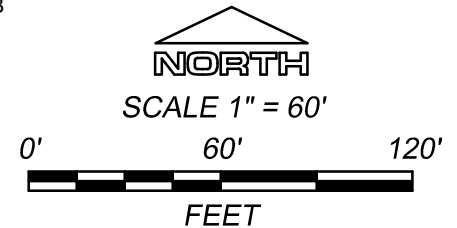
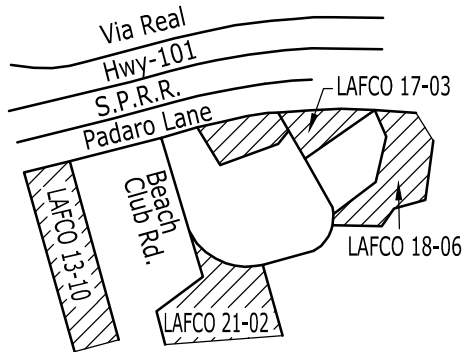


EXHIBIT "B"

3281 BEACH CLUB ROAD ANNEXATION TO THE CARPINTERIA SANITARY DISTRICT
LAFCO 26-_____

A PORTION OF LOT 9 OF THE SUBDIVISION MAP ENTITLED SERENA BEACH CLUB
FILED IN BOOK 45, PAGES 18 AND 19 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

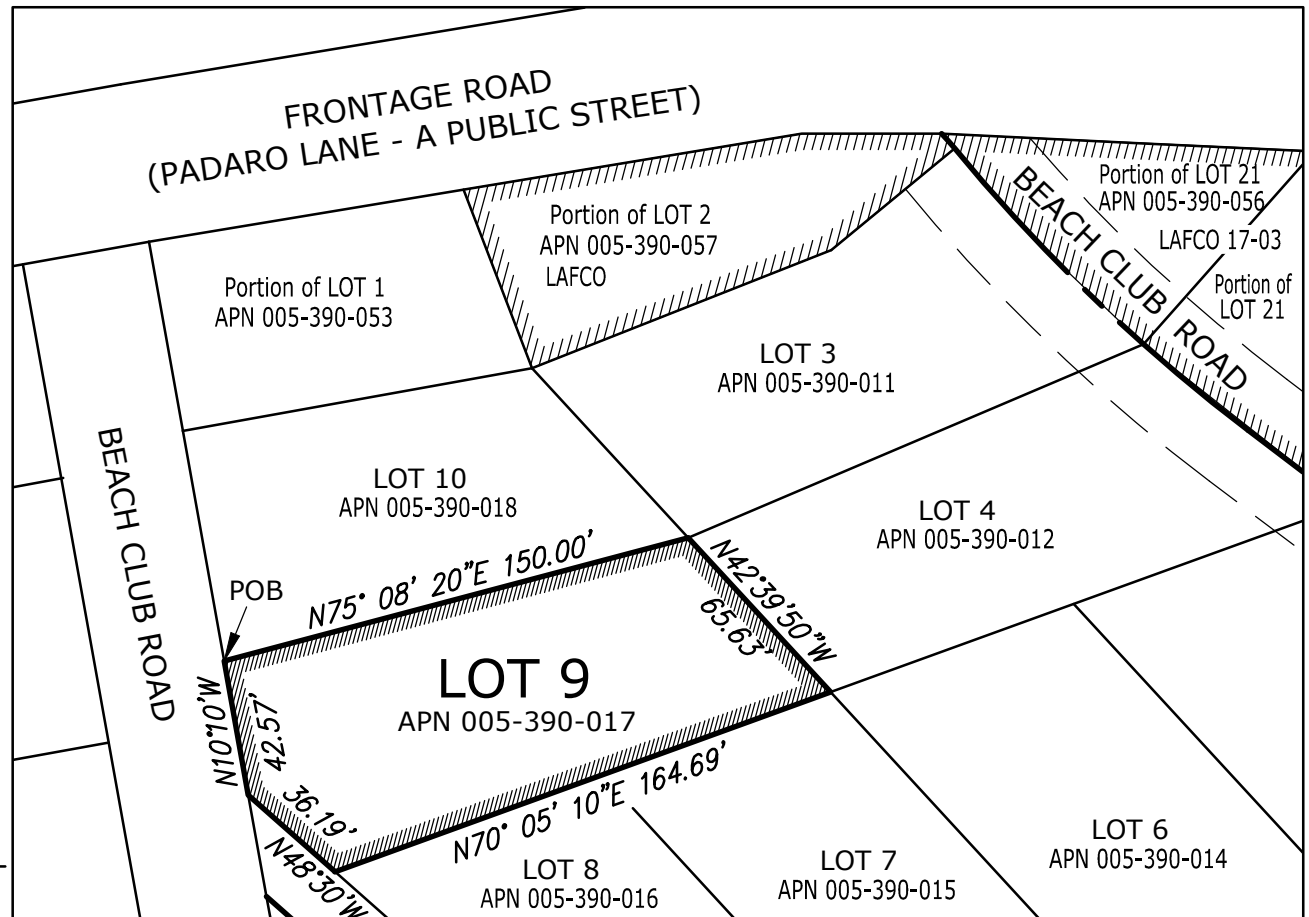
VICINITY MAP
(not to scale)



[Signature]

9-25-2026

Jeremy Henry PLS 8135 Date



NOTICE OF EXEMPTION

To: County Clerk
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, CA 93101

From: Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

Project Title: 3281 Beach Club Road Annexation to the Carpinteria Sanitary District

Project Location-Specific: 3281 Beach Club Road

Project Location City: Unincorporated

Project Location County: Santa Barbara County

Description of Nature, Purpose and Beneficiaries of Project: Annexation of single developed parcel meeting current zoning density criteria to the Carpinteria Sanitary District to allow for provision of public sanitary sewer service.

Name of Public Agency Approving Project: Carpinteria Sanitary District

Name of Person or Agency Carrying Out Project: Santa Barbara LAFCO

Exempt Status:

- ☐ Ministerial
- ☐ Declaration Emergency
- ☐ Emergency Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption

Reason Why Project is Exempt: Categorical exemption per Public Resources Code Sections 21083 and 21084 and 14 Cal. Regs. Section 15319.

Lead Agency Contact Person: Shay Darrington **Area Code/Telephone Extension:** (805) 684-7214, x113

If filed by applicant: (Not Applicable)

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?



Shay Darrington, E.I.T.
Assistant Engineer
Carpinteria Sanitary District

09/30/2026

Date

COST ACCOUNTING AGREEMENT

Applicant: JEFFREY V. UNDERWOOD REVOCABLE TRUST

Mailing Address: 1317 DANIELSON Rd.
SANTA BARBARA, CA 93108

Telephone: 714-932-8239

Fax: _____

E-mail Address: jvunderwood@yahoo.com

The cost of processing an application may exceed the initial deposit required. In order to recover any additional costs associated with processing your application, the Local Agency Formation Commission, LAFCO, has found it necessary to implement a provision of the Fee Schedule that provides full cost recovery for processing an application.

I, JEFFREY UNDERWOOD, the landowner and/or responsible Applicant, agree to pay the actual costs pursuant to the Fee Schedule attached hereto, plus copying charges and related expenses incurred in the processing of this application. I also understand that if payment on any billings prior to final action is not paid within thirty (30) days, I agree that processing of my application will be suspended until payment is received. In the event of default, I agree to pay all costs and expenses incurred by LAFCO in securing the performance of this obligation.

If the applicant is in non-compliance with an existing agreement, the applicant shall be subject to LAFCO Policy Guidelines and Standards XIV, which identifies additional steps that must be satisfied before a new application may be accepted.

In order to implement the cost accounting, please sign and date this statement indicating your agreement to the cost accounting procedure and agreement. This signed agreement is required for your application to be accepted for processing. Checks may be made payable to LAFCO and delivered or mailed to the LAFCO Office at 105 East Anapamu Street, Rm 407, Santa Barbara, CA 93101. If you have questions regarding your application, please contact the LAFCO Office at (805) 568-3391.


Applicant's Signature

SEPTEMBER 29, 2026
Date



September 9, 2026

Jeffrey Underwood
3281 Beach Club Road
Carpinteria, California 93013

Subject: 3281 Beach Club Road – APN 005-390-017
Intent to Provide Public Sewer Service - Can and Will Serve

It is the intent of the Carpinteria Sanitary District (District) to provide public sanitary sewer service to 3281 Beach Club Road. The District owns a public sewer main that is located in Padaro Lane immediately north of the Beach Club Road community. Adequate capacity exists in the District's sewer collection and treatment facilities to serve this parcel.

Prior to making a physical connection to the District's system, the following conditions must be met.

1. The proposed connection is to an existing 2-inch diameter low pressure sewer force main located in Beach Club Road that is privately owned. The applicant shall enter into a shared use agreement with the force main owner that defines responsibilities and requirements for connection and future maintenance of this private sewer infrastructure.
2. The subject property is currently within the District's Sphere of Influence but not within our service area boundary. The property must be annexed into the District's service area through a Santa Barbara LAFCo proceeding prior to obtaining service.
3. The applicant must obtain a sewer construction permit from the District and pay applicable fees, including a development impact fee, prior to commencing construction. Sewer service charges shall be paid on a pro-rata basis at the time of occupancy or actual connection.

If you need any other information regarding this project or have questions or comments on the information provided by the District, please call me at (805) 684-7214 x113, or via email at shayd@carpsan.com.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Shay Darrington, E.I.T.
Assistant Engineer



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: Combination Sewer Cleaning Machine Purchase

DATE: October 6, 2026

REQUESTED ACTION: Review and authorize procurement of a 2028 Vactor Model 2110 combination sewer cleaning machine.

FUNDING SOURCE: CIP Fund – FY 2026/27

BACKGROUND: The District utilizes combination sewer cleaning equipment as a critical component of its wastewater collection system maintenance program. This equipment provides high-pressure sewer cleaning and vacuum capabilities used for routine preventive maintenance, removal of debris and obstructions, response to sewer stoppages, cleaning of wet wells and structures, and other collection system maintenance activities.

Staff has identified the need to purchase a new combination sewer cleaning truck to support the District's ongoing collection system operations and maintenance program. Timing for the purchase was aligned with the California Air Resources Board (CARB) Advanced Clean Fleet Regulation which strictly limit the District's ability to purchase medium and heavy-duty vehicles that are not zero emission vehicles.

Haaker Equipment Company (Haaker) provided the District with a proposal dated September 15, 2026, for one new diesel Vactor 2110 combination sewer cleaner, mounted on a 2028 Western Star 47X single-rear-axle chassis. The proposed unit includes a 10-cubic-yard debris body, 18-inch blower, 1,000-gallon water capacity, Cummins L9 diesel engine, and Allison 3000RDS automatic transmission. This is essentially a new and improved version of the District's 2103 model year Vactor 2110 unit.

District staff evaluated other combination sewer cleaning trucks available in the municipal market and obtained firm quotes for comparable equipment manufactured by GapVax. Pricing was similar and after comprehensive review and in-person demonstrations, District staff selected Vactor, in part, based on experience and performance of our existing unit.

The equipment would be purchased utilizing Sourcwell Contract No. 101221-VTR, a cooperative purchasing contract awarded to Vactor Manufacturing. The District's quotation specifically identifies the purchase as being made under this Sourcwell contract. Sourcwell is a government cooperative purchasing organization that conducts competitive solicitations and establishes contracts that participating governmental agencies may utilize for purchasing equipment, supplies, and services.

Use of the Sourcwell cooperative purchasing contract is compliant with our purchasing policy and allows the District to take advantage of a competitively solicited procurement process and contract pricing without conducting a separate District solicitation for substantially the same equipment, subject to the District's purchasing policies and applicable legal requirements.

Attached is a detailed price quotation from Haaker for the Vactor 2110 Plus based on the Sourcwell contract pricing. The total cost, including sales tax and delivery, is \$759,375.75. Haaker's quote offers extended warranty options, which apply to the onboard equipment (not the chassis and drivetrain). Staff recommends purchasing the 5-year optional warranty, which would make the total procurement cost \$773,264.45. This is well within the authorized CIP budget for the current fiscal year. If authorized, we could anticipate delivery in late 2027.

The existing Vactor 2110 will continue to be maintained and remain in use until delivery, at which point it will be sold via public auction. Based on its current condition and market factors, we would anticipate a sales price around \$100,000.

RECOMMENDATION: Staff recommends that the Board authorize the procurement of a 2028 Vactor Model 2110 combination sewer cleaning machine from Haaker Equipment Company through the Sourcwell cooperative purchase contract.

SUGGESTED MOTION: I move to authorize the General Manager to purchase one Vactor 2110 combination sewer cleaner from Haaker Equipment Company through Sourcwell Contract No. 101221-VTR, including the 5-year warranty option, in the amount of \$773,264.45.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: 
Craig Murray, P.E. General Manager

Attachments: Haaker Equipment Company Sourcwell Quote dated September 15, 2026

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HAAKER EQUIPMENT

4490 SOUTH K STREET, TULARE, CALIFORNIA 93274

(559) 220-8987 ~ HAAKER.COM



SOURCEWELL QUOTE

SEPTEMBER 15, 2026

TO:	CARPINTERIA SANITARY DISTRICT	ATTN:	MR. TRAVIS KEARNEY
	5300 SIXTH STREET		(805) 931-4837
	CARPINTERIA, CA 93013	EMAIL:	travisk@carpsan.com

IN ACCORDANCE WITH YOUR REQUEST, WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION AND APPROVAL BASED ON THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT –

CONTRACT #101221-VTR.

ONE (1) NEW **DIESEL** VACTOR 2110-18" COMBO SEWER CLEANER

10-YD DEBRIS BODY, 18" BLOWER, 1000-GAL WATER CAPACITY. MOUNTED ON A 2028 **DIESEL** WESTERN STAR 47X SINGLE REAR AXLE (4X2) 370HP CDL CHASSIS, WITH CUMMINS L9 ENGINE AND ALLISON 3000RDS AUTOMATIC TRANSMISSION. UNIT INCLUDES THE FOLLOWING STANDARD AND OPTIONAL FEATURES.

STANDARD FEATURES INCLUDED:

JETRIGHT TECHNOLOGY	DEBRIS BODY-UP MESSAGE AND ALARM	HOSE REEL MANUAL HYD
OPERATOR STATION CURBSIDE TOOLBOX	LOW WATER INDICATOR ON SCREEN	EXTEND/RETRACT
ALUMINUM FENDERS	W/ALARM AND WATER PUMP FLOW	HOSE REEL CHAIN COVER
MUD FLAPS	INDICATOR	HYDRAULIC TANK SHUTOFF VALVES
COLOR CODED SEALED ELECTRICAL	3" Y -STRAINER AT PASSENGER SIDE FILL	RODDER PUMP DRAIN VALVES
SYSTEM	WITH 25' FILL HOSE	HYDRAULIC EXTENDING 15" - ROTATING
INTUITOUCH ELECTRONIC PACKAGE	1000 GALLONS STD	HOSE REEL - 1" X800' CAPACITY
DOUBLE ACTING HOIST CYLINDER	ADDITIONAL WATER TANK SIGHT GAUGE	TACHOMETER/CHASSIS ENGINE
HANDGUN ASSEMBLY	LIQUID FLOAT LEVEL INDICATOR	W/HOURMETER
EX-TEN STEEL CYLINDRICAL DEBRIS TANK	DIGITAL WATER PRESSURE GAUGE	WATER PUMP HOUR METER
FLEXIBLE HOSE GUIDE	FRONT JOYSTICK BOOM CONTROL	PTO HOUR METER
(3) NOZZLES WITH CARBIDE INSERTS	BOOM HOSE STORAGE	HYDRAULIC OIL TEMP ALARM
W/RACK	BOOM OUT OF POSITION MESSAGE AND	TACHOMETER & HOURMETER/BLOWER
SUCTION TUBE STORAGE	ALARM	CIRCUIT BREAKERS
1" NOZZLE PIPE	RODDER SYSTEM ACCUMULATOR - JACK	LED LIGHTS- CLEARANCE- BACK-UP-
10' LEADER HOSE	HAMMER ON/OFF CONTROL W/	STOP- TAIL & TURN
FLAT REAR DOOR W/HYDRAULIC LOCKS	MANUAL VALVE	TOW HOOKS- FRONT AND REAR
DUAL STAINLESS-STEEL FLOAT SHUT OFF	3"Y -STRAINER @ WATER PUMP	ELECTRONIC BACK-UP ALARM
SYSTEM	MIDSHIP HANDGUN COUPLING	MODULE PAINT- DUPONT IMRON ELITE
MICROSTRAINER PRIOR TO BLOWER	CHASSIS ENGINE COOLING PACKAGE	- WET ON WET
LUBE MANIFOLD, WITH LUBE CHART	SIDE MOUNTED WATER PUMP	7" VACUUM PIPE PACKAGE
DEBRIS BODY VACUUM RELIEF SYSTEM	EMERGENCY FLARE KIT	FIXED REAR DOOR PIPE RACK -7" PIPE
DEBRIS DEFLECTOR PLATE	FIRE EXTINGUISHER 5 LBS.	VACTOR LOGOS - APPLIED
48" DUMP HEIGHT	DIGITAL HOSE FOOTAGE COUNTER	VACTOR 2100I BODY DECAL- STANDARD

OPTIONAL FEATURES INCLUDED:		
BELLYPACK WIRELESS CONTROLS WITH HOSE REEL CONTROLS- 2-WAY COMMUNICATIONS- AND LCD DISPLAY ROTATABLE BOOM INLET HOSE 180 DEG. 10' X 15' RAPID DEPLOYMENT BOOM HEAVY DUTY RDB HOSE RDB WASHOUT COUPLING DEBRIS BODY FLUSHOUT EXTERNALLY MOUNTED TRASH PUMP W/FLOATING ARM PUMP OFF PLUMBING TO FRONT- OUTLET LOCATION WILL BE DEPENDENT ON SUPPLIED CHASSIS ADDITIONAL WATER- WATER AND DEBRIS TANKS JOINED CENTRIFUGAL SEPARATORS (CYCLONES) FOLDING PIPE RACK-STREETSIDE -7" PIPE FOLDING PIPE RACK - CURBSIDE -7" PIPE REAR DOOR SPLASH SHIELD DIGITAL DEBRIS BODY LEVEL INDICATOR TIED TO VACUUM RELIEF	FRONT BLOWER CONTROLS FINAL FILTER AND SILENCER BALL VALVE DRAINS 6" REAR DOOR BUTTERFLY VALVE - 3:00 POSITION 6" REAR DOOR KNIFE VALVE W/CAMLOC W/PORT -6:00 POSITION RODDER HOSE PINCH ROLLER HIGH PRESSURE HOSE REEL HOSE WIND GUIDE (DUAL ROLLER)- AUTO- INDEXING HOSE REEL WRAPPED FOR DELIVERY D/S WATERTANK FILL DIGITAL WATER LEVEL INDICATOR HANDGUN COUPLERS- FRONT & REAR SAFETY CONE STORAGE RACK-POST STYLE ADDITIONAL SAFETY CONE STORAGE RACK - POST STYLE WORKLIGHTS (2), SELF-LEVELING BOOM LED LED MID-SHIP TURN SIGNALS WORKLIGHTS (2)- LED- REAR DOOR	WORKLIGHT- LED- OPERATORS STATION WORKLIGHT- LED- HOSE REEL MANHOLE WORKLIGHT- LED- PASSENGER SIDE WORKLIGHT- LED- DRIVER SIDE CAMERA SYSTEM- FRONT AND REAR DOOR STRIPE MATERIAL-REFLECTIVE TAPE FRONT HOSE REEL TOOL STORAGE TOOLBOX- FRONT BUMPER MOUNTED- 16 X 12 X 18 W/(2) LED SIDE MARKERS LONG HANDLE TOOL STORAGE TOOLBOX- BEHIND CAB-14W X 36H X 96D TOOLBOX- DRIVER SIDE SUBFRAME- 18W X 15H X 10D 80 GPM/2500 PSI JET RODDER PUMP PIRANHA RODDER HOSE 1" X 800' 2500 PSI HOSE REEL BUMPER #60 REAPER NOZZLE LIGHT PACKAGE TO INCLUDE LED LIGHTBAR, ARROW LED TRAFFIC ADVISOR AND LED STROBES POLE HOLDERS
UNIT PRICE:		\$ 710,567.00
SOURCEWELL DISCOUNT:		(\$-13,892.00)
SOURCEWELL PRICE:		\$ 696,675.00
SALES TAX (9.00%):		\$ 62,700.75
TOTAL UNIT PRICE: F.O.B. CARPINTERIA, CA 93013:		\$ 759,375.75
EXTENDED BODY WARRANTY – 2YR OPTION:		\$ 3,073.00
EXTENDED BODY WARRANTY – 3YR OPTION:		\$ 6,678.00
EXTENDED BODY WARRANTY – 4YR OPTION:		\$ 10,284.00
EXTENDED BODY WARRANTY – 5YR OPTION:		\$ 13,889.00
THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.		
NOTE: PRICE IS GOOD FOR <u>30 DAYS</u> . COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.		
TAXES: ANY SALES TAX SHOWN IS SUBJECT TO CHANGE. SALES TAX WILL BE CALCULATED AND CHARGED BASED ON CURRENT RATES FOR THE LOCATION OF THE SALE AT TIME OF INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.		
DELIVERY:	<u>TO BE DETERMINED</u>	TERMS: <u>NET TERMS OR APPROVED FINANCING</u>
WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.		
HAAKER EQUIPMENT COMPANY		ACCEPTED BY:
BY: <i>Bryan Fox</i>		DATE:
BRYAN FOX SALES AREA REPRESENTATIVE		

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iIMPACT and Ramjet

10 years against metal water tank leakage due to corrosion.
Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.

2100 Series, iIMPACT and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.

2100 Series, iIMPACT and Ramjet

2 years - Vactor Rodder Pump

ALL Models starting with 21-09X-XXXXX and beyond

2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



9-1-2021

Time and Distance Table

1.1 Western Star Vocational

Vocational coverage is available for vehicles in these vocations:		Any
Category Determinants		
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil (Class C or D roads) ¹	
Gross Combined Weight Rating	140,000 lb/63 505 kg or less -Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb	
Axles and Manufacturer's Gross Vehicle Weight Rating		
2-Axle Unit	48,000 lb/21 772 kg or less	
3-Axle Unit	68,000 lb/30 844 kg or less	
4-Axle Unit	88,000 lb/39 916 kg or less	
5-Axles or More	98,000 lb/44 452 kg or less	

¹ Class C roads have a natural surface and may be either constructed or established over time by repeated passage of vehicles. The natural surface may be dirt, sand, or rock. A minimal amount of maintenance, if any at all, is limited primarily to spot surface grading to allow vehicle passage within the original road corridor. Class D roads are primitive roads that were not constructed but have been established over time by the passage of motor vehicles. These roads receive no maintenance or grading.

Coverage²		
Description	Time³	Distance³
Basic Vehicle	1 Year	Unlimited
Batteries (Low Voltage)	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Detroit Assurance ⁴	3 Years	300,000 mi/483 000 km
Emission Regulations ⁵		
CARB 2022 (Medium Heavy Duty Trucks) ⁶	5 Years	150,000 mi/241 500 km
CARB 2022 (Heavy Heavy Duty Trucks) ⁶	5 Years	350,000 mi/563 500 km
Diesel Emission 2010 ⁷	5 Years	100,000 mi/161 000 km
GHG21 (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors) ⁸	5 Years	100,000 mi/161 000 km
GHG21 Tire (File Direct) ⁸	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	Unlimited
Front/Steer Axle ⁹		
Detroit ¹⁰	3 Years	300,000 mi/483 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle ¹¹		
Detroit ¹⁰	3 Years	300,000 mi/483 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km
Towing/Roadside Assistance ¹²	1 Year	Unlimited

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein. Specifications are subject to change without notice. Intended for general information only, not offered as customer's Warranty.

Coverage ²		
Description	Time ³	Distance ³
Transfer Case	2 Years	100,000 mi/161 000 km
Transmission ¹³		
Detroit DT-12 ¹⁰	2 Years	Unlimited
Non-Detroit	2 Years	100,000 mi/161 000 km

² Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

³ Time or distance, whichever comes first.

⁴ Applies if units spec'd with Detroit Assurance.

⁵ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁶ Applies to products spec'd with CARB engine and domicile certification codes.

⁷ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁸ GHG21 applies to units built on or after January 1, 2021. Units built prior to January 1, 2021, have GHG14/GHG17 coverage, respectively.

⁹ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders.

¹⁰ Access Detroit parchments at *DTNA Portal > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

¹¹ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

¹² Up to a maximum of \$550 per occurrence.

¹³ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 2 above.

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Coverage Descriptions

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

2.1 Axles

Front/Steer Axle

Detroit

A steer axle is non-powered. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, spindles, kingpins, kingpin bearings, and steering arms. Tie rod assembly and boots may have a different coverage period; see specific coverage row. *Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.*

Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

Rear/Drive Axle

Detroit

A rear drive axle can be a single or tandem axle configuration. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, and axle shafts. Seals and gaskets may have a different coverage period; see specific coverage row. *Excluded components could include, but not be limited to, suspension and torque rod brackets, wheel end equipment, wiring, yokes, and attaching hardware.*

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Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

2.2 Basic Chassis/Vehicle

Note: Basic Chassis applies to units without a factory-installed cab, usually Freightliner Custom Chassis Corporation (FCCC) products. Basic Vehicle applies to units with a factory-installed cab, usually Freightliner and Western Star products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

2.3 Batteries (Low Voltage)

Cranking Batteries

Coverage applies to these brands: Alliance, East Penn labeled as Alliance, Detroit, DTNA Genuine, and EnerSys (NorthStar, Odyssey); claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. *Excludes APU battery assemblies, battery cables, battery mounting box, and hardware.*

Auxiliary Batteries

Coverage applies to these brands: Alliance, East Penn labeled as Alliance, Detroit, DTNA Genuine, and EnerSys (NorthStar, Odyssey); claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. *Excludes cranking (starter) battery assemblies, battery cables, battery mounting box, and hardware.*

2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces.*

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2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.*

2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

Excludes:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

2.8 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

2.9 Detroit Assurance

Coverage includes these factory-installed components: radar sensor, camera, wiring harness, and video radar decision unit (VRDU) controller. *Excludes connecting components to the vehicle or mating systems.*

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2.10 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items attached with either conventional or huck bolts.*

2.11 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

2.12 Paint (Body, Cab, Cowl)

Body Paint

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

2.13 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. *Excludes U-joints and any damages to paint or painted surface such as chips and scratches.*

2.14 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify

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coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

2.15 Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

2.16 Transmission

Detroit

Coverage includes all transmission components supplied/manufactured by Detroit. *Excludes maintenance items.*

Non-Detroit

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

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New Product Limited Warranty Statements

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Truck North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type; this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at [DTNA Portal](#) > [Coverages](#).

3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

New Powertrain Component Limited Warranty

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the powertrain component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

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Engine Major Component Warranty Coverage

Engine major component warranty covers casting defects. Casted engine major components are: cylinder block/head, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, oil coolant module casting, water pump housing, and air inlet housing. Coverage is for the failed engine major component only; labor and additional parts are excluded. Progressive damage is limited to only the engine major component(s) affected by the failure.

Engines used in the on-highway application may carry longer coverage on engine major components; review the applicable Warranty parchment for coverage:

- MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

Emission Control Systems Warranty

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the [Emission Regulations \(Diesel Vehicles\)](#) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

Certified Engines and Engine Parts

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the [Emission Regulations \(Diesel Vehicles\)](#) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

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THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the Warranty shall not be affected.

3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

3.6 Emission Regulations (Diesel Vehicles)

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with requirements of manufacturers whose vehicles and engines are designed to meet applicable Greenhouse Gas (GHG) and Fuel Efficiency Standards of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board (CARB). Engines and vehicles

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are free from defects in material and workmanship which cause the engine or vehicle to fail to conform with those regulations for the Warranty period.

Coverage is determined based on engine and vehicle emissions model year. To determine an engine's emissions model year, refer to the EPA/CARB certification label on the engine. To determine the vehicle's emissions model year, refer to the EPA/CARB certification label on the driver's door or door jamb.

The GHG warranty period is 5 years/100,000 miles (whichever occurs first) of operation or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 2 years/24,000 miles (whichever occurs first) for the tires.

For CARB 2022, diesel engines certified to California model year 2022 and later standards come with emission warranty periods of 5 years/150,000 miles (whichever occurs first) if medium heavy duty and 5 years/350,000 miles (whichever occurs first) if heavy heavy duty.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Coverage exclusions are listed in *Coverage Exclusions* elsewhere in this section.

Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21 ³	
	Detroit Engine	DTNA Installed ⁴	DTNA Installed	Detroit Engine	DTNA Installed ⁵
A-Pillar Turning Vane					X
Aerodynamic Quarter Fenders					X
Aerodynamic Roof Fairings					X
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					X
Aerodynamic Wheel Covers					X
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	X			X	
Air Cleaner (Excludes Filter Element)			X		
Air Conditioning Component Leakage					X
Air Intake Pipes			X		
Air Intake Resonator			X		
Ambient Air Temperature (AAT) Sensor					X
ATS Aftertreatment Device (ATD) Wiring Harness	X			X	
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		X			

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21 ³	
	Detroit Engine	DTNA Installed ⁴	DTNA Installed	Detroit Engine	DTNA Installed ⁵
ATS DEF Pump	X			X	
ATS DEF Fuel Rail Pressure Sensor	X			X	
ATS DEF Fuel Pressure Sensor (Low)	X			X	
ATS DEF Low Dosing Unit	X			X	
ATS DEF System Air Pressure Regulator & Associated Air Lines		X			
ATS DEF System Chassis Interface Harness		X			
ATS DEF Tank		X			
ATS DEF Tank DEF Level Gauge		X			
ATS DEF Tank DEF Temperature Sensor		X			
ATS DEF Tank Heater Tubing		X			
ATS DEF Temperature Sensor NOX Sensors	X			X	
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	X			X	
ATS DOC Outlet Temperature Sensor	X			X	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	X			X	
ATS DPF Outlet Pressure Sensor	X			X	
ATS DPF Outlet Temperature Sensor	X			X	
ATS Doser Block Assembly	X			X	
ATS Electrically-Heated DEF Lines		X			
ATS Fuel Doser Valve	X			X	
ATS Oxidation Catalyst	X			X	
ATS Particulate Filter	X			X	
ATS Selective Catalytic Reduction (SCR) Catalyst	X			X	
Automatic Engine Shutdown Timer - Sleep Cab Tractors: Includes Auxiliary Technologies (Battery or Diesel Auxiliary Power Unit, Fuel-Operated Heater, Engine Start-Stop)					X
Automatic Engine Shutdown Timer - Vocational					X
Automatic Tire Inflation System					X
Cam Sensor			X		
Camshaft Position Sensor	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21 ³	
	Detroit Engine	DTNA Installed ⁴	DTNA Installed	Detroit Engine	DTNA Installed ⁵
Catalytic Converter			X		
Charge Air Cooler		X			
Charge Air Cooler Outlet Sensor	X			X	
Chassis Fairing Skirts					X
Coolant Outlet Temperature Sensor	X			X	
Coolant Sensor			X		
Crank Sensor			X		
Crankshaft Position Sensor	X			X	
Data Link Connector		X	X		X
Delta P Sensor	X			X	
Drive Wheel Fairings					X
Engine Coolant Temp Sensor			X		
Engine Control Module (ECM)			X		
Engine Start/Stop System					X
Evap Canister & Evap Canister Vent Solenoid			X		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		X			
Exhaust Gas Recirculation (EGR) Cooler	X			X	
EGR Valve & Actuator	X			X	
Exhaust Manifold & Exhaust Manifold Gaskets			X		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			X		
Fuel Injectors	X		X	X	
Fuel Lines			X		
Fuel Rail			X		
Fuel Tank			X		
Fuel Tank Fairings (Chassis Fairings)					X
Fuel Tank Pressure Sensor			X		
Fuel Temperature Sensor	X			X	
Gap Reducing Fairings					X
Gas Cap			X		

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21 ³	
	Detroit Engine	DTNA Installed ⁴	DTNA Installed	Detroit Engine	DTNA Installed ⁵
High Pressure Fuel Pump	X			X	
Ignition Coils			X		
Intake Manifold Pressure Sensor	X			X	
Intake Manifold Temperature Sensor	X			X	
Intake Throttle Valve & Adaptor	X			X	
Knock Sensors			X		
Malfunction Indicator Lamp (MIL)		X	X		X
Manifold Absolute Pressure (MAP) Sensor			X		
Mass Air Flow Sensor			X		
Motor Control Module (MCM)	X			X	
Neutral at Stop - Allison Automatic Transmissions ⁶					X
Neutral Coast - Detroit eCoast, Cummins/Eaton Smart-Coast ⁶					X
Oxygen (O ₂) Sensors			X		
Oil Fill Cap			X		
Oil Temperature Sensor	X			X	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			X		
Predictive Cruise Control - Detroit Intelligent Powertrain Management (IPM), Cummins Predictive Cruise Control					X
Purge Control Valve			X		
Rear Axles ⁶					X
Roof Spoilers					X
Side Extenders					X
Spark Plugs ⁷			X		
Spark Plug Wires			X		
Temperature-Barometric Air Pressure Sensor					X
Throttle Body			X		
Throttle Pedal			X		
Tire Pressure Monitoring System					X

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	GHG21 ³	
	Detroit Engine	DTNA Installed ⁴	DTNA Installed	Detroit Engine	DTNA Installed ⁵
Tires ⁸					X
Transmissions ⁶					X
Transmission Control Module			X		
Transmission Speed Sensor			X		
Turbo Speed Sensor	X			X	
Turbocharger	X			X	
Vapor Lines			X		
Vehicle Speed Limiter					X
Vehicle Speed Sensor (Transmission Main Shaft)		X			X
Wait to Start Indicator/Lamp					X

¹ Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

² Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

³ GHG21 applies to units built on or after January 1, 2021. Units built prior to January 1, 2021, have GHG14/GHG17 coverage, respectively.

⁴ The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

⁵ Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

- Spark-ignition engines and light heavy-duty vehicles – 5 years/50,000 miles (80 500 km), whichever occurs first
- Compression ignition engines and medium and heavy heavy-duty vehicles – 5 years/100,000 miles (161 000 km), whichever occurs first

⁶ To the extent warranted under component manufacturers' GHG21 emission-related warranty responsibilities, as detailed in warranty documentation.

⁷ Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

⁸ Coverage period is 2 years/24,000 miles, whichever occurs first. File claims directly to tire manufacturer.

3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

Note: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the Parts Distribution Center (PDC).

Aerodynamic Wheel Covers

Aerodynamic wheel covers are excluded from coverage under Warranty.

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Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

Axle Breather Vents

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust (e.g., rust on the unfinished backside of a bumper)

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- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear photo is provided that adequately shows the defect.

Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

Consumable Parts

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas

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- Light bulbs*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-drier filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

* Sealed light and LED assemblies are not considered consumable.

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

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Damage

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

Engine

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

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Fifth Wheels

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

Initial Operating Period

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP ¹
Freightliner, Western Star	Up to 15,000 miles/24 000 km ²
FCCC	Up to 25,000 miles/40 000 km ²
TBB Bodies and TBB Chassis ³	Up to 6 months from in-service date

¹ IOP does not apply to powertrain components.

² The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

³ TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

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- Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

Components Found Loose and Included on a Scheduled Maintenance Table	Prior to First Scheduled Maintenance	After First Scheduled Maintenance
Within IOP	File Claim	File Claim
Outside IOP	File Claim	Customer Responsibility

- Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see [Consumable Parts](#) elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time claim for correcting the routing will be accepted:
 - Hot surface
 - Moving part
 - Sharp edge

Such claims should be filed with *28 - Part Improperly Installed* as the *Cause* code. Keep photos that clearly show evidence of rubbing or chaffing due to mis-installation on file.

Note: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

Loose Components

During the manufacturing process, certain components are placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to:

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- Aerodynamic wheel covers
- Antennas
- Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets
- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

Misapplication of Product

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not reimbursed, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping and bulk shop supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- For non-powertrain component repairs, the removal, repair, or replacement of:
 - Components/parts and optional items that are not sold or installed by Company
 - Equipment installed by a body builder, customer, or service location

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- Dynamometer testing on non-Company engines after repairs have been performed
- Shop hardware supplies that are not itemized on the claim as “parts used” (e.g., common bolts, washers, nuts, tie straps, cotter pins, etc.)
- Time spent waiting at a counter to obtain a part, etc.
- Environmental fees, cleanup, or other charges
- Cost of emergency services

Modifications to Original Equipment

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

Routine Maintenance

Routine or preventative maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

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Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

Reminder: After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, aftertreatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

Test Products

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

Transmissions (Non-Company)

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired. To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

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3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

3.11 Owner's Responsibilities

DTNA provides Owner's Warranty Information booklets for Company products. When the Owner first receives a Company product, the service location should review the Owner's Warranty Information booklet(s) with the Owner. It is important that the new Owner becomes familiar with the contents about Warranty, parts replacement that affects emission controls, and maintenance service. It is the Owner's responsibility to ensure the product is maintained as outlined in the Driver's/Operator's and Maintenance Manuals and to maintain the vehicle so that it conforms to EPA regulations.

To initiate Warranty, the customer must complete and sign the Warranty Start Form (WAR275); service locations keep the signed form on file and register the vehicle with DTNA for Warranty.

As soon as a problem exists, the Owner is responsible for presenting the product to an Authorized Service Location. The Warranty repairs should be completed in a reasonable amount of time. The Owner should also be aware that DTNA may deny Warranty coverage if the product has failed due to abuse, neglect, improper maintenance, or unapproved modifications. DTNA recommends that Owners retain all receipts regarding product maintenance but Company cannot deny Warranty solely for the lack of receipts.

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Dear Craig,

Thank you for reaching out. I'm happy to provide some clarity on our warranty process, service capabilities, and post-warranty procedures.

Our Service Team & Resources

We have a dedicated support structure ready to assist you:

- **Direct Support:** Our team consists of two Service Advisors (Connor Conlin and Brian Dedmon), myself as Service Manager, and Sergio Sicre, our Director of Operations.
- **Contact:** You can reach any of us directly by cell phone or message the entire team at HaakerServiceCA@haaker.com.
- **Technicians:** We employ 14 factory-trained technicians, including two full-time field technicians and 12 full-time shop technicians.
- **Equipment & Inventory:** Our field service trucks are fully outfitted with cranes, compressors, welders, and a robust parts inventory. To minimize your downtime, we maintain over \$8 million in stocked parts.

Warranty Process & Execution

Getting warranty work scheduled is simple and direct:

1. **Initiation:** Reach out via phone or email to report your concern.
2. **Scheduling:** We will schedule repairs either in the field or at our shop, depending on your needs. We actively track response times for both shop and field work, whether it is a warranty or customer-pay repair, and our average response time is 24 to 48 hours.
3. **Chassis Coordination:** If the issue involves the truck chassis, we can fully coordinate the chassis repairs on your behalf through your local Velocity Truck Rental & Leasing location in Oxnard.



4. **Processing:** Once the repair is complete, the technician submits the paperwork, which is handled directly by our dedicated warranty administrator to ensure a smooth back-end process.

Post-Warranty Support & Capabilities

After the warranty period, the scheduling, communication, and chassis coordination process remains exactly the same, with a few added benefits:

- **Approvals:** For non-warranty repairs, we will provide a comprehensive quote for your approval before any work begins.
- **Preventative Maintenance (PM):** We can customize a PM agreement and schedule that complements your team's internal capabilities. These agreements include discounted labor rates.
- **Specialized Compliance Services:** We also provide visual inspections for CARB, Clean Truck Checks (CTC), and BITs.
- **Current Labor Rates:** Shop repairs are \$225/hour, Field service is \$240/hour, and Travel is \$195/hour.

Please let me know if this covers everything you need or if you would like to look over a sample PM agreement. We look forward to working with you!

Best regards,

Michael Eatmon

Service Manager, Haaker Equipment Company



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: Carpinteria Advanced Purification Project (CAPP) Update

DATE: October 6, 2026

REQUESTED ACTION: None. Information Only.

BACKGROUND: Progress continues to be made on development of an indirect potable reuse (IPR) recycled water project in conjunction with the Carpinteria Valley Water District (CVWD). A brief summary of activities underway is provided below.

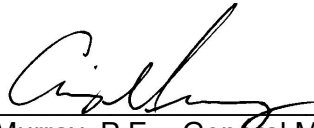
Construction Status. AGI completed installation of the helical anchors that will structurally retain the buried concrete equalization tank from uplift during seismic events. The anchor system was tested prior to demobilization. Another subcontractor, Blue Iron, mobilized to the site and began installation of the sheet pile shoring system for the equalization tank. Vibration monitoring equipment is being utilized to ensure existing structures are not impacted. Walsh crews have begun excavation and subgrade preparation for process building elements, including the pure water clearwell and waste equalization tank. Forming and rebar is underway this week and the first concrete pours are scheduled for the third week of October. We have continued with several workshops, focused on SCADA integration with SOFFA and LEED Electric and also with WesTech, the supplier of the membrane process equipment.

Sam Hill & Sons relocated and completed installation of the 10-inch purified water main from the WWTP entrance, down Olive Avenue and west on Sixth Street to Maple. They are now approaching Carpinteria Avenue.

Other Updates. CVWD awarded a construction contract for the injection and monitoring wells to Pacific Coast Well Drilling. They are working on final permitting and entitlements, but expect this work to commence near the end of 2026.

RECOMMENDATION: None. Information Only.

SUGGESTED MOTION: None.

Prepared by: 
Craig Murray, P.E. - General Manager

