



Golden State
Water Company
A Subsidiary of American States Water Company

Feb 24, 2025

Updated from October 11, 2023

Steve & Nancy Penza
c/o Urban Planning Concepts
200 Lambert Street
Oxnard, CA 93036

**RE: PRELIMINARY CAN AND WILL SERVE LETTER
1350 Founders Avenue – APN 157-150-021 & -022
10,914sf Pipe & Supply Facility**

This letter is to inform you that Golden State Water Company (GSWC) will be able to provide domestic and fire protection water service to the new 10,914sf pipe and supply facility located at 1350 Founders Ave in GSWC's Orcutt System ("Project"), subject to the requirements listed below. As a general matter, GSWC's ability to extend water service to new customers is done pursuant California Public Utilities Commission's approved rules and regulations applicable to GSWC.

A. Water Supply

Applicants requesting a new service connection, a new water meter or an increase in the size of their existing service connection and/or existing water meter resulting in increased demand within the Santa Maria Customer Service Area, as defined on the Service Area Maps, must provide a source of supplemental water to offset the increased water demand, pursuant to the Court adopted Stipulation in Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. (and related actions), Lead Case No. CV 770214, Superior Court of the State of California, County of Santa Clara, in January 2008, and Commission Decision No. 13-05-011. Where and when available, applicants may remit payment to a third party public agency a water resource demand offset fee in lieu of providing a source of supplemental water, provided such fee fully offsets the cost, and results in the dedication to GSWC, of a source of supplemental water sufficient to meet the water demands of the service requested. The supplemental water requirement for this project is 0.84 AFY.

It is the Applicant's responsibility to secure supplemental water to supply the Project, and to assign that supplemental water to GSWC for delivery. This letter DOES NOT provide the Applicant with a commitment from GSWC to provide a supplemental water supply to the Project.

GSWC does not currently have available any additional supplemental water supply

sources that satisfy the County's supplemental water requirement. The applicant can purchase supplemental water through the City of Santa Maria. Once the Applicant has entered into an agreement with the City of Santa Maria for the purchase of supplemental water to satisfy the County's supplemental water requirement, GSWC will assume the responsibility to take delivery of the supplemental water obtained from the City. GSWC will prepare and provide the necessary documents, once the Applicant provides to GSWC a copy of its agreement with the City of Santa Maria.

B. Special Facilities

Special facilities may be required to provide water service and fire protection to the Project. Special facilities are specific system upgrades that are required to provide water service based on the Project's impact to the GSWC's existing system. Special facilities might include a new booster station, storage, well, or other tangible infrastructure necessary to ensure adequate water service and fire flow protection. GSWC's New Business Department will prepare an analysis of the Project's impact on the existing system and the need and identification of special facilities. The New Business narrative and application can be found at <https://www.gswater.com/information-contractors-consultants>

All costs associated with improvements to or new main extensions, water supply, water storage and any additional water appurtenances will be paid by the applicant and contributed to GSWC without refund unless otherwise noted in written agreements. Upon completion of proper arrangements for construction of special facilities and providing suitable water supplies, GSWC will provide water service to the Project, under the same terms and conditions as its existing customers. At that time, GSWC will issue a formal CWSL for the Project.

This Can and Will Serve commitment expires one year from the date of this letter. If construction of the Project has not started within one year, a time extension may be requested. Such time extension will be subject to any requirements in place at the time of the request.

Sincerely,

Abe Khalil
Operations Engineering

cc: Mark Zimmer, GSWC
Mike Babb, GSWC
Julia Rivas, GSWC