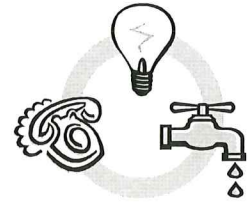


# INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



SPECIAL MEETING AGENDA  
NOVEMBER 18, 2021 8:30 A.M.

President Cory C. Moss  
Commissioner Michael Greubel  
Commissioner Cathy Marcucci  
Commissioner Mark D. Radecki  
Commissioner Newell W. Ruggles



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Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California

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**Addressing the Commission:**

## **NOTICE OF TELEPHONIC MEETING:**

- **Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 977 722 458#. In accordance with Section 4 of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated July 30, 2021, all individuals who attend the meeting in person must wear a mask. Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the IPUC meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, November 16, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

- **Addressing the Commission:**

**Public Comments (Agenda Items Only):** During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.

- **Agendas and other writings:**

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comment
5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Industry Public Utilities Commission (IPUC), the public, or staff request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the Register of Demands for October 28, 2021 and November 11, 2021

*RECOMMENDED ACTION:* *Ratify the Register of Demands.*

- 5.2 Consideration of Amendment No.1 to the Professional Services Agreement with ASTRUM Utility Services, LLC, for consulting services, extending the term through December 31, 2024, increasing compensation by \$601,680.00, revising the rate schedule, including the indemnity provisions specific to independent contractors, and updating the address for the IPU

*RECOMMENDED ACTION:* *Approve the Amendment.*

6. **BOARD MATTERS**

- 6.1 Consideration of the AM Wind Repower LLC Renewable Power Purchase and Sale Agreement Consent and Agreement Document, and Form of Estoppel Certificate

*RECOMMENDED ACTION:* *Approve the Renewable Power Purchase and Sale Agreement Consent and Agreement Document, and Form of Estoppel Certificate.*

- 6.2 Discussion and Direction Regarding Water Conservation Measures for the City of Industry Waterworks System

*RECOMMENDED ACTION:* *Provide direction to staff.*

- 6.3 Industry Public Utilities Water Operations Quarterly Report (Jul - Sep 2021)

*RECOMMENDED ACTION: Receive and file the report.*

- 6.4 Consideration of Resolution No. IPUC 2021-09 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

*RECOMMENDED ACTION: Adopt Resolution No. IPUC 2021-09, authorizing the continuance of remote teleconference meetings pursuant to AB 361.*

7. **EXECUTIVE DIRECTOR REPORTS**

8. **AB 1234 REPORTS**

9. **COMMISSIONER COMMUNICATIONS**

10. Adjournment. Next regular meeting: Thursday, December 9, 2021, at 8:30 a.m.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.1



**INDUSTRY PUBLIC UTILITIES COMMISSION**

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting October 28, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
161	IPUC - ELECTRIC	42,100.71

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFBK	IPUC ELECTRIC WELLS FARGO CHK	42,100.71

**APPROVED PER CITY MANAGER**

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**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**October 28, 2021**

Check	Date	Payee Name			Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>					
<b>10849</b>	10/13/2021	<b>FRONTIER</b>			<b>\$454.51</b>
	Invoice	Date	Description	Amount	
	2022-00000580	09/22/2021	09/22-10/21/21 SVC - GS 21660 VALLEY BLVD	\$61.19	
	2022-00000581	09/22/2021	09/22-10/21/21 SVC - EM 21733 BAKER PKWY BLDG 21	\$57.39	
	2022-00000582	09/28/2021	09/28-10/27/21 SVC - 21700 BAKER PKWY BLDG 23	\$66.44	
	2022-00000583	09/25/2021	09/25-10/24/21 SVC - EM 21535 BAKER PKWY BLDG 20	\$57.39	
	2022-00000584	09/28/2021	09/28-10/27/21 SVC - EM 21912 GARCIA LN, WALNUT	\$85.29	
	2022-00000585	09/28/2021	09/28-10/27/21 SVC - EM 179 S GRAND AVE	\$50.57	
	2022-00000586	09/25/2021	09/25-10/24/21 SVC - EM 21760 GARCIA LN	\$76.24	
<b>10850</b>	10/13/2021	<b>SO CALIFORNIA EDISON COMPANY</b>			<b>\$18,707.35</b>
	Invoice	Date	Description	Amount	
	2022-00000587	10/02/2021	09/01-09/30/21 SVC - 208 S WADDINGHAM WAY	\$15,218.99	
	2022-00000588	10/02/2021	09/01-09/30/21 SVC - 208 S WADDINGHAM WAY	\$3,488.36	
<b>10851</b>	10/20/2021	<b>FRONTIER</b>			<b>\$1,703.52</b>
	Invoice	Date	Description	Amount	
	2022-00000632	10/04/2021	10/04-11/03/21 SVC - EM 21858 GARCIA LN, WALNUT	\$75.56	
	2022-00000633	10/04/2021	10/04-11/03/21 SVC - EM 21620 VALLEY BLVD, WALNUT	\$60.86	
	2022-00000634	10/01/2021	10/01-10/31/21 SVC - GS 21700 VALLEY BLVD	\$60.86	
	2022-00000635	10/01/2021	10/01-10/31/21 SVC - GS 21660 VALLEY BLVD	\$57.06	
	2022-00000636	10/01/2021	10/01-10/31/21 SVC - VARIOUS GENERATOR SITES	\$1,449.18	
<b>10852</b>	10/21/2021	10/21/2021			<b>\$0.00</b>
		SPOILED CHECK			
<b>10853</b>	10/21/2021	10/21/2021			<b>\$0.00</b>
		SPOILED CHECK			

**Industry Public Utilities Commission  
Wells Fargo - Electric  
October 28, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
10854	10/21/2021	10/21/2021		\$0.00
			SPOILED CHECK	
10855	10/21/2021	10/21/2021		\$0.00
			SPOILED CHECK	
10856	10/21/2021	10/21/2021		\$0.00
			SPOILED CHECK	
10857	10/21/2021	10/21/2021		\$0.00
			SPOILED CHECK	
10858	10/28/2021		<b>ASTRUM UTILITY SERVICES, LLC</b>	\$15,800.00
	Invoice	Date	Description	Amount
	092101	10/01/2021	CONSULTING FOR IPUC SEPTEMBER 2021	\$15,800.00
10859	10/28/2021		<b>BRAUN BLAISING SMITH WYNNE, P.C.</b>	\$792.00
	Invoice	Date	Description	Amount
	19936	09/28/2021	LEGAL SVC FOR IPUC	\$792.00
10860	10/28/2021		<b>ENCO UTILITY SERVICES</b>	\$2,500.00
	Invoice	Date	Description	Amount
	IPUC-2021-44470	10/01/2021	CUSTOMER ACCT SVC - SEP 2021	\$2,500.00
10861	10/28/2021		<b>RICHARD HEATH &amp; ASSOCIATES, INC.</b>	\$1,186.68
	Invoice	Date	Description	Amount
	IPUC-21-09R1	09/30/2021	LIGHTING PRE-INSPECTION REPORT	\$1,186.68
10862	10/28/2021		<b>TPX COMMUNICATIONS</b>	\$879.00
	Invoice	Date	Description	Amount
	147841135-0	09/23/2021	INTERNET SVC - SUBSTATION	\$879.00

**Industry Public Utilities Commission  
Wells Fargo - Electric  
October 28, 2021**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

10863	10/28/2021		\$77.65
	Invoice	Date	Description
	920210161	10/01/2021	DIG ALERTS
			Amount
			\$77.65

Checks	Status	Count	Transaction Amount
	Total	15	\$42,100.71

# INDUSTRY PUBLIC UTILITIES COMMISSION

## AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting November 11, 2021

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	2,890.00
123	IPU-WATER CAPITAL IMPROVEMENT	185,005.73
161	IPUC ELECTRIC FUND	613,875.09
560	IPUC WATER FUND	357,151.45
TOTAL ALL FUNDS		1,158,922.27

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	616,765.09
IPUC.CHK	IPUC WATER BOFA CKING	542,157.18
TOTAL ALL BANKS		1,158,922.27

APPROVED PER CITY MANAGER

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# Industry Public Utilities Commission

## Wells Fargo Electric - Wire Transfer

November 11, 2021

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

WT113	10/21/2021		CITY OF INDUSTRY	\$163,407.97
	Invoice	Date	Description	Amount
	10/21/2021	10/21/2021	TRANSFER-SOLAR ENERGY REVENUE	\$163,407.97

Check	Status	Count	Transaction Amount
	Total	1	\$163,407.97

**Industry Public Utilities Commission**  
**Wells Fargo Electric - Voided Check**  
**November 11, 2021**

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Check	Date	Description	Amount
10876	11/11/2021	11/11/2021 CNC ENGINEERING	(\$25,378.94)
	Invoice	VOIDED-INCORRECT AMOUNT	
503985	10/28/2021	CITY ELECTRICAL FACILITIES	(\$18,785.00)
503984	10/28/2021	REMOTE MONITORING OF WADDINGHAM	(\$1,075.00)
503982	10/28/2021	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY	(\$1,750.00)
149001974-0	10/23/2021	INTERNET SVC - SUBSTATION	(\$878.94)
503983	10/28/2021	AUTOMATIC METER READING	(\$2,890.00)

Check	Status	Count	Transaction Amount
	Total	1	(\$25,378.94)

**Industry Public Utilities Commission**  
**Wells Fargo - Electric**  
**November 11, 2021**

Number	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
10864	10/25/2021		CALIFORNIA DEPT OF TAX AND FEE A	\$3,248.00
	Invoice	Date	Description	Amount
		7/1/21-9/30/21	ENERGY SURCHARGE TAX JUL-SEP 2021	\$3,248.00
10865	10/27/2021		FRONTIER	\$232.37
	Invoice	Date	Description	Amount
		2022-00000656	10/10-11/09/21 SVC - 21508 BAKER PKWY BLDG 22, WAI	\$57.06
		2022-00000657	10/10-11/09/21 SVC - GS 21640 VALLEY BLVD	\$66.11
		2022-00000658	10/10-11/09/21 SVC - EM 21808 GARCIA LN, WALNUT	\$75.56
		2022-00000659	10/07-11/06/21 SVC - GS 408 BREA CYN RD, WALNUT	\$33.64
10866	10/27/2021		SO CALIFORNIA EDISON COMPANY	\$1,945.14
	Invoice	Date	Description	Amount
		2022-00000654	04/01-9/30/21 SVC - 133 N AZUSA AVE	\$213.96
		2022-00000655	04/01-09/30/21 SVC - 747 ANAHEIM & PUENTE RD	\$1,731.18
10867	10/27/2021		CALPINE ENERGY SOLUTIONS, LLC	\$328,558.00
	Invoice	Date	Description	Amount
		212980015400928	WHOLESALE USE - SEPT 2021	\$328,558.00
10868	10/28/2021		FRONTIER	\$183.57
	Invoice	Date	Description	Amount
		2022-00000691	10/10-11/09/21 SVC - GS 747 ANAHEIM PUENTE RD	\$183.57
10869	11/03/2021		FRONTIER	\$114.12
	Invoice	Date	Description	Amount



**Industry Public Utilities Commission  
Wells Fargo - Electric  
November 11, 2021**

Number	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	2022-00000725	10/19/2021	10/19-11/18/21 SVC - 21438 BAKER PKWY BLDG 25, WAI	\$57.06
	2022-00000726	10/19/2021	10/19-11/18/21 SVC - EM 21415 BAKER PKWY	\$57.06
<b>10870</b>	11/03/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$2,888.17</b>
	Invoice	Date	Description	Amount
	7501321745	10/20/2021	09/01-09/30/21 SVC - 745 ANAHEIM PUENTE RD	\$1,027.46
	7501321755	10/20/2021	09/01-09/30/21 SVC - 133 N AZUSA AVE	-\$1,860.71
<b>10871</b>	11/03/2021		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$8,266.71</b>
	Invoice	Date	Description	Amount
	7501322214	10/22/2021	09/01-09/30/21 SVC - 208 S WADDINGHAM WAY	\$8,266.71
<b>10872</b>	11/03/2021		<b>SOCALGAS</b>	<b>\$50.95</b>
	Invoice	Date	Description	Amount
	2022-00000724	10/15/2021	09/01-10/01/21 SVC - 1 INDUSTRY HILLS PKWY UNIT B	\$50.95
<b>10873</b>	11/11/2021		<b>APPLIED METERING TECHNOLOGIES</b>	<b>\$15,824.19</b>
	Invoice	Date	Description	Amount
	6661	10/08/2021	UTILITY OPERATIONS - OCT 2021	\$613.14
	6656	09/24/2021	UTILITY OPERATIONS - SEPT 2021	\$4,672.59
	6664	10/20/2021	UTILITY OPERATIONS - OCT 2021	\$3,820.00
	6648	09/03/2021	UTILITY OPERATIONS - SEPT 2021	\$6,718.46
<b>10874</b>	11/11/2021		<b>APX, INC</b>	<b>\$12,755.27</b>
	Invoice	Date	Description	Amount
	15611BR-IN	05/18/2021	AMENDMENT 60 INTEREST - SCHEDULING COORDINA1	\$12,990.41

**Industry Public Utilities Commission  
Wells Fargo - Electric  
November 11, 2021**

Number	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	16616PA	09/30/2021	ADJUSTED INVOICE # 15611BR-IN	(\$235.14)
<b>10875</b>	11/11/2021		<b>ASTRUM UTILITY SERVICES, LLC</b>	<b>\$15,800.00</b>
	Invoice	Date	Description	Amount
	102101	10/28/2021	CONSULTING FOR IPUC - OCTOBER 2021	\$15,800.00
<b>10876</b>	11/11/2021		<b>CNC ENGINEERING</b>	<b>\$25,378.94</b>
	Invoice	Date	Description	Amount
	503985	10/28/2021	CITY ELECTRICAL FACILITIES	\$18,785.00
	503984	10/28/2021	REMOTE MONITORING OF WADDINGHAM SUBSTATION	\$1,075.00
	503982	10/28/2021	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BL	\$1,750.00
	149001974-0	10/23/2021	INTERNET SVC - SUBSTATION	\$878.94
	503983	10/28/2021	AUTOMATIC METER READING	\$2,890.00
<b>10877</b>	11/11/2021		<b>COUNTY OF LOS ANGELES</b>	<b>\$337.63</b>
	Invoice	Date	Description	Amount
	220511A	09/22/2021	PEST CONTROL - WADDINGHAM POWER PLANT	\$337.63
<b>10878</b>	11/11/2021		<b>IRRI-CARE PLUMBING &amp; BACKFLOW T</b>	<b>\$90.00</b>
	Invoice	Date	Description	Amount
	12597	08/12/2021	BACKFLOW TEST - METROLINK	\$90.00
<b>10879</b>	11/11/2021		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$36,306.00</b>
	Invoice	Date	Description	Amount
	24615	09/30/2021	SUBSTATION MAINT	\$4,200.00
	24614	09/30/2021	SUBSTATION MAINT	\$771.00

**Industry Public Utilities Commission  
Wells Fargo - Electric  
November 11, 2021**

Number	Date		Payee Name	Check Amount
<b>IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK</b>				
	24605	09/30/2021	UTILITY OPERATIONS & SVCS	\$3,440.00
	24604	09/30/2021	SUBSTATION MAINT	\$27,895.00
<b>10880</b>	11/11/2021		<b>POWER ENGINEERS INCORPORATED</b>	<b>\$1,717.00</b>
	Invoice	Date	Description	Amount
	430757	10/13/2021	REMOTE MONITORING - WADDINGHAM STATION	\$1,717.00
<b>10881</b>	11/11/2021		<b>TATTLETALE</b>	<b>\$540.00</b>
	Invoice	Date	Description	Amount
	R86304	08/02/2021	MONITORING SVC - 208 WADDINGHAM WAY 9/1/21-8/31	\$540.00
<b>10882</b>	11/11/2021		<b>CNC ENGINEERING</b>	<b>\$24,500.00</b>
	Invoice	Date	Description	Amount
	503985	10/28/2021	CITY ELECTRICAL FACILITIES	\$18,785.00
	503984	10/28/2021	REMOTE MONITORING OF WADDINGHAM SUBSTATION	\$1,075.00
	503982	10/28/2021	ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BL	\$1,750.00
	503983	10/28/2021	AUTOMATIC METER READING	\$2,890.00

Checks	Status	Count	Transaction Amount
	Total	19	\$478,736.06

**Industry Public Utilities Commission  
Bank of America - Water  
November 11, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>				
40539	10/20/2021		SO CALIFORNIA EDISON COMPANY	\$26,279.25
	Invoice	Date	Description	Amount
	2022-00000631	10/04/2021	08/30-09/28/21 SVC - 1991 WORKMAN MILL U	\$26,279.25
40540	11/03/2021		ROWLAND WATER DISTRICT	\$5,284.44
	Invoice	Date	Description	Amount
	I-09302021-A	09/30/2021	CONTRACT SVC - SEPT 2021	\$4,503.42
	I-09302021-B	09/30/2021	CONTRACT SVC - SEPT 2021	\$781.02
40541	11/11/2021		CNC ENGINEERING	\$14,497.50
	Invoice	Date	Description	Amount
	503989	10/28/2021	EXPANSION OF THE RECLAIMED WATER SYSTEM	\$220.00
	503990	10/28/2021	CIWS MANAGEMENT & OPERATION - PUENTE BASIN W	\$770.00
	503988	10/28/2021	4TH AVE & TRAILSIDE WATERLINE IMPROVEMENTS	\$4,172.50
	503987	10/28/2021	4TH AVE & TRAILSIDE WATERLINE IMPROVEMENTS	\$782.50
	503986	10/28/2021	STARHILL LN & 3RD AVE WATERLINE IMPROVEMENTS	\$8,552.50
40542	11/11/2021		COUNTY SANITATION DISTRICTS OF L	\$313,162.45
	Invoice	Date	Description	Amount
	33248	10/19/2021	RECYCLED WATER COST - FY 20/21	\$313,162.45
40543	11/11/2021		GEO-ADVANTEC, INC.	\$2,502.50
	Invoice	Date	Description	Amount
	2584	09/30/2021	MONITORING - 3RD AVE WATERLINE IMPROVEMENTS	\$2,502.50
40544	11/11/2021		INDUSTRY PUBLIC UTILITIES COMMIS	\$1,600.00
	Invoice	Date	Description	Amount

**Industry Public Utilities Commission  
Bank of America - Water  
November 11, 2021**

Check	Date		Payee Name	Check Amount
<b>IPUC.CHK - IPUC Water BofA Checking</b>				
	NOV-21	10/19/2021	REPLENISH PAYROLL ACCOUNT FOR NOVEMBER 2021	\$1,600.00
<b>40545</b>	11/11/2021		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$9,835.31</b>
	Invoice	Date	Description	Amount
	8206 003 271	11/01/2021	PROP TAX FY 21/22 - 13910 LOMITAS	\$709.18
	8206 003 270	11/01/2021	PROP TAX FY 21/22 - 19900 LOMITAS	\$895.31
	8920 851 457	11/01/2021	PROP TAX FY 21/22 - WATER DIST SYSTEM	\$4,004.02
	8920 851 456	11/01/2021	PROP TAX FY 21/22 - WATER DIST SYSTEM	\$3,524.20
	8920 851 459	11/01/2021	PROP TAX FY 21/22 - WATER DIST SYSTEM	\$623.77
	8920 851 458	11/01/2021	PROP TAX FY 21/22 - WATER DIST SYSTEM	\$78.83
<b>40546</b>	11/11/2021		<b>PARAGON PARTNERS LTD</b>	<b>\$701.33</b>
	Invoice	Date	Description	Amount
	0021247-IN	09/30/2021	4TH AVE & TRAILSIDE DR WATER PROJECT	\$569.06
	0021144-IN-A	08/31/2021	4TH AVE & TRAILSIDE DR WATER PROJECT	\$132.27
<b>40547</b>	11/11/2021		<b>T. E. ROBERTS, INC.</b>	<b>\$168,294.40</b>
	Invoice	Date	Description	Amount
	#3-IPU-0008	11/01/2021	3RD AVE, STARHILL, DON JULIAN, & BASETDALE WATE	\$177,152.00

Checks	Status	Count	Transaction Amount
	Total	9	\$542,157.18

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 5.2



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President Moss and Commissioners

**FROM:** Joshua Nelson, Public Utilities Director *gn*

**STAFF:** Dev Birla, Operations Manager, CNC Engineering

**DATE:** November 18, 2021

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with ASTRUM Utility Services, LLC, for consulting services, extending the term through December 31, 2024, increasing compensation by \$601,680.00, revising the rate schedule, including the indemnity provisions specific to independent contractors, and updating the address for the IPU

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### **Background:**

On January 2, 2019, the Industry Public Utilities Commission ("IPUC") approved a Professional Services Agreement ("Agreement") with ASTRUM Utility Services, LLC ("ASTRUM") in an amount not-to-exceed \$550,000.00, through January 2, 2022. The scope of work involves engineering support in power resource planning for short-term and long-term power purchase agreements, regulatory strategies and compliance filings with federal, state, and local regulatory agencies, forecasting energy requirements and tariff schedules, supporting customers billings as needed, and providing administrative services to the Industry Public Utilities ("IPU").

### **Discussion:**

The term of the Agreement expires on January 2, 2022 and Amendment No. 1 is necessary for ASTRUM to continue providing the above-mentioned services. ASTRUM has assisted the IPU in complying with the requirements of regulatory agencies in a timely fashion, and leading negotiations on two long-term power purchase agreements and a few short-term agreements. Staff recommends extending the term of the Agreement for three years through December 31, 2024, increasing the compensation by \$601,680.00, revising the rate schedule to reflect the current and future rates, including language requiring indemnity specific to independent contractors, and updating the address of IPU.

**Fiscal Impact:**

The fiscal impact is \$601,680.00 over a three-year period through December 31, 2024. In the adopted Fiscal Year 2021-2022 General Fund budget, \$480,000.00 is approved (Account No. 161-300-5120.01). No appropriations are required at this time and future budgets will account for this contract.

**Recommendation:**

It is recommended that the Commission approve Amendment No. 1 to the Professional Services Agreement with ASTRUM Utility Services.

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with ASTRUM Utility Services, LLC, dated November 18, 2021
- 

JN/DB:jf



**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with ASTRUM Utility Services LLC, dated November 18, 2021

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
ASTRUM UTILITY SERVICES, LLC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 18th day of November, 2021, (“Effective Date”) by and between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, (“IPU”) and ASTRUM Utility Services, LLC, (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about January 2, 2019 the Agreement was entered into and executed between the Industry Public Utilities and Consultant for engineering consulting services; and

**WHEREAS**, the Agreement expires on January 2, 2022, and Amendment No. 1 is necessary in order for Consultant to continue providing consulting services to the IPU. The Amendment extends the term through December 31, 2024 with a companion increase in compensation by \$601,680.00, revises the rate schedule to reflect the Consultant’s current and future rates, revises the address for the IPU, includes language requiring indemnity specific to independent contractors, and identifies the IPU as the contracting party.

**WHEREAS**, for the reasons set forth herein, the IPU and Contractor desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Any and all instances of “Industry Public Utilities Commission” shall mean “Industry Public Utilities”.

**1. TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

**4. PAYMENT**

The second sentence of 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed One Million One Hundred Fifty One Thousand Six Hundred Eighty Dollars (\$ 1,151, 680.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

## **9. INDEPENDENT CONSULTANT**

Section 9(c) is hereby added in its entirety to read as follows:

(c) Consultant shall indemnify, defend and hold harmless, the IPU, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 9(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 9(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPU may have under the law.

## **14. NOTICES**

The address for IPU is hereby revised to read in its entirety as follows:

Industry Public Utilities  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Attention: Public Utilities Director

## **Exhibit B, Rate Schedule**

The Rate Schedule is hereby revised with the rates set forth below and incorporated herein by reference.

- \$15,800.00 monthly from January 2, 2022 to June 30, 2022
- \$16,400.00 monthly from July 1, 2022 to June 30, 2023
- \$17,000.00 monthly from July 1, 2023 to June 30, 2024
- \$17,680.00 monthly from July 1, 2024 to December 31, 2024

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

(Signatures are on the following page)

**“TPU”  
INDUSTRY PUBLIC UTILITIES**

**“CONSULTANT”  
ASTRUM UTILITY SERVICES, LLC.**

By: \_\_\_\_\_  
Joshua Nelson, Public Utilities Director

By: \_\_\_\_\_  
Leonard Viejo, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Secretary

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, General Counsel

**EXHIBIT A TO AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT WITH ASTRUM UTILITY SERVICES,  
LLC. DATED JANUARY 2, 2019**

**INDUSTRY PUBLIC UTILITIES COMMISSION  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of January 2, 2019 ("Effective Date"), between the Industry Public Utilities Commission ("IPUC") and ASTRUM Utility Services, LLC ("Consultant"). The IPUC and Consultant are hereinafter collectively referred to as the "Parties".

**RECITALS**

**WHEREAS**, IPUC desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, IPUC and Consultant agree as follows:

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than January 2, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the IPUC. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPUC. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPUC shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPUC and in a first-class manner in conformance with the standards of quality normally observed by an entity providing professional engineering consulting services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom

Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPUC has not consented in writing to Consultant's performance of such work. No officer or employee of IPUC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the IPUC. If Consultant was an employee, agent, appointee, or official of the IPUC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPUC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services: All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. MANAGEMENT**

City's Utilities Director or his designee, shall represent the IPUC in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### **4. PAYMENT**

(a) The IPUC agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Fifty Thousand Dollars (\$550,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the IPUC. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPUC and Consultant at the time IPUC's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPUC disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The IPUC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPUC suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the IPUC shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the IPUC. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPUC pursuant to Section 5 of this Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPUC that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPUC or its designees at reasonable times to review such books and records; shall give IPUC the right to examine and audit said books and records; shall permit IPUC to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPUC and may be used, reused, or otherwise disposed of by the IPUC without the permission of the Consultant. With respect to computer files, Consultant shall make available to the IPUC, at the Consultant's office, and upon reasonable written request by the IPUC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to IPUC all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course



of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the IPUC.

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPUC and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless IPUC, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the IPUC, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by IPUC, Consultant shall have an immediate duty to defend the IPUC at Consultant's cost or at IPUC's option, to reimburse the IPUC for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPUC is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and IPUC, as to whether liability arises from the sole negligence of the IPUC or its officers, employees, or agents, Consultant will be obligated to pay for IPUC's defense until such time as a final judgment has been entered adjudicating the IPUC as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**8. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

**9. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the IPUC a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPUC nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPUC. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPUC, or bind the IPUC in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, IPUC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPUC. IPUC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**10. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The IPUC, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

**11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the IPUC in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the IPUC has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the IPUC to any and all remedies at law or in equity.

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of IPUC, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPUC's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPUC, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPUC, unless otherwise required by law or court order. (b)

Consultant shall promptly notify IPUC should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPUC, unless Consultant is prohibited by law from informing the IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPUC is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPUC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by IPUC to control, direct, or rewrite said response.

**14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPUC:

Industry Public Utilities Commission  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744

Attention: Utilities Director

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: Leonard Viejo, President  
2107 Torrey Pines Road  
La Jolla, CA 92037-3310

**15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the IPUC.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPUC with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPUC as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPUC for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPUC for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPUC and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

**16. GOVERNING LAW/ATTORNEYS' FEES**

The IPUC and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous

agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**19. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**20. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**21. WAIVER**

The waiver by IPUC or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPUC or Consultant unless in writing.

**22. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

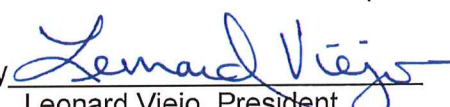
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**"IPUC"**  
**City of Industry**

By:   
Troy Helling, Public Utilities Director

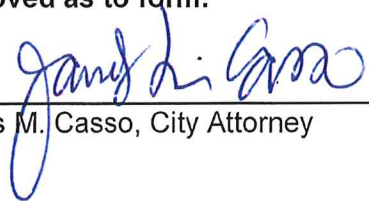
**"CONSULTANT"**  
ASTRUM Utility Services, LLC

By:   
Leonard Viejo, President

**Attest:**

By:   
Julie Gutierrez- Robles, Deputy City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Rate Schedule  
                         Exhibit C      Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following services:

#### **1. Resource Planning**

- A. Develop portfolio and risk management strategies consistent with the IPUC's financial position.
- B. Forecast and schedule hourly, monthly and annual energy requirements.
- C. Monitor short and long-term energy prices, and recommend procurement strategies.
- D. Maintain relationships with existing energy suppliers, and work to establish additional enabling agreements to position the IPUC to receive additional competitive bids for the purchase of wholesale energy and resource adequacy.
- E. Solicit competitive bids from energy suppliers, coordinate energy purchases, and finalize contracts with selected energy suppliers.
- F. Validate complex monthly power supply billings.

#### **2. Regulatory Strategies and Compliance Filings**

- A. Advise staff on potential impacts of energy-related legislation, and forecasting the financial impacts of such legislation.
- B. Advise staff of actions taken or currently being considered by other public agencies.
- C. Advise staff of Southern California Edison rate changes.
- D. Preparation and submittal of required regulatory filings.
- E. Develop strategies that comply with the "Resource Adequacy Requirements" and "Renewable Portfolio Standards".
- F. Develop compliance strategies to reduce the cost of compliance.

#### **3. Tariff Schedules and Customer Billings**

- A. Assist in reviewing, drafting and negotiating selected energy service agreements with customers.
- B. Forecast the energy requirements and financial impact of selected energy service agreements.
- C. Compare existing and proposed tariff schedules to surrounding electric utilities.
- D. Perform cost of service study and assist staff with drafting of rate schedules, rules and regulations.

#### **4. Administrative Services**

- A. Assist in the preparation of IPUC's monthly financial and operating results and Line Loss reports.
- B. Develop rigorous financial/economic analyses as required.
- C. Assist in the preparation of an Annual Business Plan.
- D. Assist Staff's understanding of electric utility issues.
- E. Conference calls and emails with City and IPUC Staff and Consultants



EXHIBIT B

RATE SCHEDULE

- \$14,000 monthly from January 2, 2019 to June 30, 2019
- \$14,500 monthly from July 1, 2019 to June 30, 2020
- \$15,100 monthly from July 1, 2020 to June 30, 2021
- \$15,800 monthly from July 1, 2021 to December 31, 2021

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a

primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.1



# INDUSTRY PUBLIC UTILITIES COMMISSION

## MEMORANDUM

**TO:** Honorable President Moss and Commissioners

**FROM:** Joshua Nelson, Public Utilities Director *JN*

**STAFF:** Dev Birla, Operations Manager, CNC Engineering

**DATE:** November 18, 2021

**SUBJECT:** Consideration of the AM Wind Repower LLC Renewable Power Purchase and Sale Agreement Consent and Agreement Document, and Form of Estoppel Certificate

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### **Background:**

In 2020, the Industry Public Utilities Commission (“IPUC”) joined with the cities of Corona and Victorville (collectively, “the Buyers”) to approve a Renewable Power Purchase and Sale Agreement (“PPA”) with AM Wind Repower LLC. AM Wind Repower LLC will develop a 27 MW wind generating facility in Riverside County (“Facility”). The current forecasted commercial operation date (“COD”) for the Facility is December 21, 2022. Section 14.3 of the PPA states that AM Wind Repower LLC (“Seller”) has the right to assign this PPA as collateral for any financing or refinancing of the Facility, and that the Buyers must in good faith work with the Seller to facilitate assigning the PPA to a financial entity.

### **Discussion:**

There are two agreements associated with the assignment of the PPA. First, the Consent and Agreement document acknowledges IPUC’s consent to assign all the rights, title, and interest in the PPA as collateral to the construction lender. Second, the Estoppel Certificate (“Certificate”) lists IPUC’s representations and warranties included in the PPA, to facilitate the assignment by the Seller. The Consent and Agreement document must be approved and executed by the IPUC now, while the Estoppel Certification must only be approved as to the general form and will be executed at the COD of the facility.

California Wind Holding LLC (Construction Borrower) owns 100% of the equity of AM Wind Repower, LLC and has selected Computershare Trust Company (Collateral Agency) as the lead construction lender for the project. California Wind Member LLC (Term Lender) owns 100% of the equity of California Wind Holding LLC and selected Wells Fargo Bank to provide the permanent financing for the project. The Construction Borrower and Term Lender assigned all the rights, title, and interest in the PPA as collateral to the Collateral Agency.

The Consent and Agreement document acknowledges IPUC's consent to assign all the rights, title, and interest in the PPA to the Collateral Agency and places the Collateral Agency in the same position as AM Wind Repower LLC. The IPUC received \$250,000 from AM Wind Repower LLC that would be available to offset any claims arising from their failure to perform prior to the commercial operation date. The Consent and Agreement document does not waive or modify in any respect any of the rights of IPUC under the PPA or relieve AM Wind Repower LLC from any performance obligations under the PPA.

The Estoppel Certificate provides the Tax Equity Investor (Wells Fargo Central Pacific Holdings, Inc.) with certain representations and warranties as of the COD including (1) IPUC is duly formed and validly existing and has all requisite power and authority to perform its obligation under the Estoppel Certificate; (2) execution, delivery and performance of the Estoppel Certificate have been duly authorized; (3) the Estoppel Certificate constitutes the legal, valid and binding obligation of IPUC; (4) the Estoppel Certificate will not result in any violation of any legal requirements presently in effect that could have a material adverse effect on IPUC in performing its obligations; (5) the Seller is not in default under the PPA; (6) the PPA represents the entire agreement other than the automatic extension of the Guaranteed Start Date and Guaranteed Commercial Operation Date; (7) the Seller does not owe any payments with respect to liquidated damages, warranty or indemnity claims; (8) all representations and warranties under the PPA are true and correct as of the COD; (9) there are no pending or threaten action or proceeding that could reasonably be expected to have a material adverse effect on IPUC's ability to perform; (10) IPUC has no existing counterclaims, offsets or defenses against Seller; and (11) IPUC is not aware of an event of force majeure. Consistent with Section 14.3 of the PPA the Certificate affords the Tax Equity Investor an additional five business days to cure default for the failure to pay amount owed IPUC, and an additional thirty days for any other breach or default. The IPUC staff will confirm that the actual Estoppel Certificate, as of the COD, reflects IPU's representations and warranties, and request that it be signed.

**Fiscal Impact:**

The Consent and Agreement document and Certificate conform to the requirements in the AM Wind Repower LLC Renewable Power Purchase and Sale Agreement and there are no current financial impacts.

**Recommendation:**

Staff recommends the Commission approve the AM Wind Repower LLC Renewable Power Purchase and Sale Agreement Consent and Agreement Document and Estoppel Certificate.

**Exhibits:**

- A. Consent and Agreement
- B. Estoppel Certificate

**EXHIBIT A**

Consent and Agreement

[Attached]



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**CONSENT AND AGREEMENT**

**among**

**INDUSTRY PUBLIC UTILITIES,  
also known as  
CITY OF INDUSTRY PUBLIC UTILITIES COMMISSION,  
(Contracting Party)**

**AM WIND REPOWER LLC,  
a Delaware limited liability company  
(Project Company)**

**and**

**COMPUTERSHARE TRUST COMPANY, N.A.  
(Collateral Agent)**

**Dated as of \_\_\_\_\_, 2021**

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CONSENT AND AGREEMENT  
(Industry Public Utilities PPA)

This CONSENT AND AGREEMENT (this “Consent”), dated as of \_\_\_\_\_, 2021, is entered into by and among INDUSTRY PUBLIC UTILITIES, also known as CITY OF INDUSTRY PUBLIC UTILITIES COMMISSION (together with its successors and permitted assigns, “Contracting Party”), COMPUTERSHARE TRUST COMPANY, N.A., in its capacity as collateral agent for the Secured Parties referred to below (together with its successors, designees and assigns in such capacity, “Collateral Agent”), and AM WIND REPOWER LLC, a Delaware limited liability company (“Project Company”). Capitalized terms used but not defined herein shall have the meanings set forth in the Contract (as defined below).

RECITALS

A. WHEREAS, Project Company intends to develop, construct, install, test, own, operate and maintain an approximately twenty-seven (27) MW wind generation facility located in Riverside County, California (the “Project”).

B. WHEREAS, (i) California Wind Finance LLC, a Delaware limited liability company (the “Pledgor”), owns one hundred percent (100%) of the equity interests in California Wind Member LLC, a Delaware limited liability company (the “Term Borrower”), (ii) the Term Borrower owns, as of the date hereof, one hundred percent (100%) of the equity interests in California Wind Holding LLC, a Delaware limited liability company (the “Construction Borrower”), and (iii) the Construction Borrower owns one hundred percent (100%) of the equity interests in Project Company;

C. WHEREAS, in order to partially finance the development, construction, installation, testing, operation and use of the Project, the Construction Borrower and the Term Borrower have entered into that certain Financing Agreement, dated as of \_\_\_\_\_, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among the Construction Borrower, the Term Borrower, the lenders and issuing banks party thereto from time to time, Wells Fargo Bank, National Association, in its capacity as administrative agent to the lenders and issuing banks, Collateral Agent, and the other parties named therein, pursuant to which, among other things, the lenders and issuing banks have extended commitments to make loans and other financial accommodations to, and for the benefit of, the Construction Borrower and the Term Borrower.

D. WHEREAS, Contracting Party and Project Company have entered into that certain Renewable Power Purchase and Sale Agreement, dated as of June 9, 2020 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “Contract”).

E. WHEREAS, Project Company has entered into that certain Collateral Agency, Depositary and Security Agreement, dated as \_\_\_\_\_, 2021 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “CADSA”) with Collateral Agent, the Construction Borrower, the Term Borrower, the Pledgor and certain other entities, pursuant to which Project Company has agreed, among other things, to

assign, as collateral security for the Construction Borrower's obligations under the Financing Agreement and other documents related to the Financing Agreement and any other documents entered into pursuant to the Financing Agreement from time to time to evidence senior secured *pari passu* indebtedness of Project Company (collectively, the "Credit Documents"), all of Project Company's right, title and interest in, to and under (but not its obligations, liabilities or duties with respect to) the Contract to Collateral Agent for the benefit of itself, the lenders, issuing banks and each other entity or person that is provided collateral security under the Credit Documents (the "Secured Parties").

F. WHEREAS, Project Company is obtaining this Consent pursuant to Section 14.3 of the Contract.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Contract to the contrary, as follows:

#### SECTION 1. CONSENT TO ASSIGNMENT

(a) Contracting Party acknowledges the assignment referred to in Recital E above, consents to such assignment and agrees with Collateral Agent for the benefit of the Secured Parties as follows:

(i) After delivery by Collateral Agent to Contracting Party of notice that an Event of Default (as defined in the Financing Agreement) has occurred and is continuing, Collateral Agent shall be entitled (but not obligated) to exercise all or any portion of the rights and to take any or all actions of Project Company under the Contract in accordance with the terms and conditions set forth therein. Upon receipt of notice from Collateral Agent that it intends to exercise such rights and remedies, Contracting Party agrees to accept such exercise and cure by Collateral Agent so long as timely made by Collateral Agent under the Contract and this Consent. Any such cure or attempt to cure by Collateral Agent shall not be construed as an assumption by Collateral Agent, the Secured Parties, or any of their respective assignee(s) or designee(s) of any covenants, agreements or obligations of Project Company under or in respect of the Contract.

(ii) Contracting Party will not without the prior written consent of Collateral Agent, cancel or terminate the Contract, or suspend performance of its services thereunder or consent to or accept any cancellation, termination or suspension thereof by Project Company, except as provided in the Contract and in accordance with Section 1(a)(iii) hereof. Contracting Party shall deliver duplicates or copies of all notices of Default (as defined below) to Collateral Agent simultaneously with delivery thereof to Project Company.

(iii) Contracting Party will not terminate the Contract or suspend performance of its services thereunder on account of any default or breach of Project Company thereunder, or upon the occurrence or non-occurrence of any event or condition under the

Contract which would immediately or with the passage of any applicable grace period or the giving of notice, or both, entitle Contracting Party to terminate or suspend performance thereunder (such default, breach, event or condition, a “Default”), without written notice to Collateral Agent (which notice may be provided concurrently to Collateral Agent and Project Company) of such termination or suspension and first providing to Collateral Agent a reasonable opportunity to cure such Default, but not more than ninety (90) days from the expiration of Project Company’s cure period set forth in the Contract so long as Collateral Agent sends the Contract Party a written notice of its intention to cure such Default prior to the expiration of such cure period; provided that, except as otherwise set forth herein, in no event shall Project Company’s cure period set forth in the Contract plus Collateral Agent’s cure period under this Consent exceed one hundred eighty (180) days. If possession of the Project is necessary to cure such Default, and Collateral Agent declares Project Company in default under the Financing Agreement and commences foreclosure proceedings within one hundred eighty (180) days and Collateral Agent is making diligent and consistent efforts to complete such foreclosure, take possession of the Project and promptly cure the such Default, Collateral Agent will be allowed a reasonable period to complete such proceedings before Contracting Party terminates the Contract or suspends performance under the Contract. Notwithstanding the foregoing, if Collateral Agent is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition, but not more than one hundred eighty (180) days from the date of such court order or proceeding.

(iv) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or a purchaser or grantee at a foreclosure and sale or by a conveyance in lieu of foreclosure take possession of or title to the Project or any of the Project assets, and so long as no Default exists under the Contract (it being acknowledged and agreed that if Contracting Party irrevocably waives any Default of Project Company under the Contract, no such Default shall be deemed to exist), then Collateral Agent, the Secured Parties or their designee(s) or assignee(s) or other purchaser or grantee shall assume the obligations of Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract that arise from and after the date of such assumption.

(v) Subject to the restrictions set forth in the Contract, as may be modified herein, Contracting Party consents to the transfer of Project Company’s interest under the Contract to the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, Contracting Party shall recognize the Secured Parties or Collateral Agent or their designee(s) or assignee(s) or any of them or other purchaser or grantee as the applicable party under the Contract, provided that such Secured Parties or Collateral Agent or their designee(s) or assignee(s) or other purchaser or grantee (A) assume in writing the obligations of Project Company under the Contract arising or accruing from and after the date of such assumption, it being understood, however, that such assumption shall not operate as a waiver of the Defaults existing under the Contract prior to the date of such assumption and (B) assume the Contract subject to Contracting Party’s rights thereunder. Notwithstanding any assumption in accordance with this Section

1(a)(v), Project Company shall not be released or discharged from and shall remain liable for any and all of its obligations to Contracting Party arising or accruing under the Contract prior to such assumption.

(vi) In the event that the Contract is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Contract is terminated for any reason other than a Default which could have been but was not cured by Collateral Agent as provided in Section 1(a)(iii) above, and if, within sixty (60) days after such rejection or termination, Collateral Agent or its successors or assigns shall so request, Contracting Party will execute and deliver to Collateral Agent a new contract, which contract shall be on the same terms and conditions as the original Contract, including the remaining term of the original Contract before giving effect to such termination. References in this Consent to the "Contract" shall be deemed also to refer to such new contract.

(vii) In the event Collateral Agent, the Secured Parties, any designee or assignee of the foregoing or any purchaser or grantee thereof elects to succeed to Project Company's interests under the Contract as provided in Section 1(a)(viii) or to enter into a new contract as provided in Section 1(a)(v) above, such person shall, subject to the terms of this Consent, assume the obligations of Project Company under the Contract to the extent provided herein; provided that such assumption of rights and obligations shall not include the assumption of any other liabilities for claims of Contracting Party against Project Company arising from Project Company's failure to perform during the period prior to the such Collateral Agent's, Secured Parties', designee's or assignee's succession to Project Company's interest in and under the Contract. The sole recourse of Contracting Party in seeking the enforcement of such obligations shall be to such Collateral Agent's, Secured Parties', designee's or assignee's interest in the Project (and no officer, director, employee, shareholder or agent thereof shall have any liability with respect thereto).

(viii) In the event Collateral Agent, the Secured Parties or their designee(s) or assignee(s) succeed to Project Company's interest under the Contract, Collateral Agent, the Secured Parties or their designee(s) or assignee(s) shall cure any then-existing Defaults under the Contract, except any Defaults which by their nature are not capable of being cured (including, without limitation, defaults which relate to bankruptcy of Project Company or other defaults that relate to the status or condition of Project Company at the time of the Default because they are personal to Project Company). Collateral Agent, the Secured Parties and their designee(s) or assignee(s) shall have the right to assign their interest in the Contract or the new contract entered into pursuant to Section 1(a)(v) above to a person or entity to whom Project Company's interest in the Project is transferred, provided such transferee (A) assumes the obligations of Project Company (or Collateral Agent or the Secured Parties or their designee(s) or assignee(s)) under the Contract) and (B) is a Permitted Transferee. Upon such assignment, Collateral Agent and the Secured Parties and their designee(s) or assignee(s) (including their agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

(ix) This Consent shall not be deemed to waive or modify in any respect any of the rights of any Contracting Party under the Contract against Project Company or to relieve

Project Company from the observance and performance of any and all covenants and conditions of Project Company except as otherwise expressly provided herein.

(b) Following a Default by Project Company under the Contract, Contracting Party may, upon written notice to Project Company or Collateral Agent, request a report concerning:

(i) the status of efforts by Project Company or Collateral Agent to develop a plan to cure the Default;

(ii) impediments to such cure plan or its development;

(iii) if a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and

(iv) any other information which the Contracting Party may reasonably require related to the development, implementation and timetable of the cure plan.

Project Company or Collateral Agent, as applicable, shall provide the report to Contracting Party within ten (10) Business Days after receipt of Contracting Party's request therefor. Following delivery of the requested report to Contracting Party, Project Company and Collateral Agent shall have no further obligations to provide any additional report, but shall provide such further information with respect to the applicable Default as Contracting Party may reasonably request from time to time.

(c) The Contracting Party agrees not to (i) assign or transfer or (ii) amend, supplement or modify the Contract in any material respect, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld).

## SECTION 2. CONTRACT STIPULATIONS AND ACKNOWLEDGMENTS

Notwithstanding any provision contained in the Contract to the contrary, effective as of the date hereof, each of Project Company and Contracting Party acknowledges and agrees to the following (unless otherwise defined in this Consent, capitalized terms used in this Section 2 shall have the meanings given to such terms in the Contract, as amended and modified pursuant to this Consent):

(a) Project Company has notified Contracting Party that, pursuant to the terms of the Credit Documents, (i) the Construction Borrower, as the sole member of Project Company, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of the membership interests in Project Company (the "Project Company Membership Interests") until the Term Conversion Date, (ii) the Term Borrower, as the sole member of the Construction Borrower, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of (A) prior to the Term Conversion Date under the Financing Agreement, the membership interests in the Construction Borrower and (B) on and after the Term Conversion Date, the Class B Units in the Construction Borrower (the "Construction Borrower Membership Interests"), and

(iii) the Pledgor, as the sole member of the Term Borrower, pledged and assigned to Collateral Agent, and granted to Collateral Agent a security interest, in, among other things, all of its rights, titles and interests in and to one hundred percent (100%) of the membership interests in the Term Borrower (the “Term Borrower Membership Interests”). Contracting Party hereby acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, Collateral Agent, acting on behalf of the Secured Parties, shall have the right to foreclose on, or otherwise dispose of, pursuant to the terms of the Credit Documents, (X) Project Company Membership Interests held by the Construction Borrower, (Y) the Construction Borrower Membership Interests held by the Term Borrower, and (Z) the Term Borrower Membership Interests held by the Pledgor, and such foreclosure on, or disposition of, Project Company Membership Interests, the Construction Borrower Membership Interests and the Term Borrower Membership Interests, shall in no event be deemed to constitute or result in a “Change of Control” under and as defined in the Contract or be subject to any transfer restrictions under the Contract or require the consent of Contracting Party.

(b) In addition to the collateral assignment of the Contract permitted by Section 14.3 of the Contract, Project Company may collaterally assign all of its assets pursuant to the CADSA before the Term Conversion Date.

(c) Collateral Agent shall not be required to be a Permitted Transferee in connection with such Secured Party becoming party to the Contract upon the exercise of remedies under the Credit Documents following an event of default under the Financing Agreement.

(d) Vestas American Wind Technology, Inc. satisfies the requirement set forth in clause (b) of the defined term “Permitted Transferee” in the Contract.

### SECTION 3. ARRANGEMENTS REGARDING PAYMENTS

All payments to be made by Contracting Party to Project Company under the Contract from and after the date hereof and until the date that the Secured Parties’ lien in the Contract is released pursuant to the terms of the Credit Documents shall be made in lawful money of the United States, directly to HSBC Bank USA, National Association, in its capacity as the depositary bank, for the benefit of Collateral Agent, acting for the benefit of the Secured Parties, for deposit to HSBC Bank USA, National Association, ABA #021001088, SWIFT Code: MRMDUS33, Account: 002600161, Beneficiary: Corporate Trust Administration, For Further Credit to Account Number/Name: 10-884855/California Wind Holding LLC Construction Account, or at such other person or entity and/or at such other address as Collateral Agent may from time to time specify in writing to Contracting Party. From and after the date hereof and until the date that the Secured Parties’ lien in the Contract is released pursuant to the terms of the Credit Documents and notice thereof is provided to Contracting Party, Contracting Party shall not, without the prior written consent of Collateral Agent, make any payments to or for the benefit of Project Company other than as contemplated pursuant to the first sentence of this Section 3.

### SECTION 4. REPRESENTATIONS AND WARRANTIES

(a) Contracting Party hereby represents and warrants as of the date of this Consent that:  
(i) it (A) is (1) a validly existing California entity, (B) has the legal power and authority to own its

properties, to carry on its business as now being conducted and to enter into the Contract and this Consent, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to the Contract and this Consent; (ii) the execution, delivery and performance by Contracting Party of this Consent and the Contract have been duly authorized by all necessary action on the part of Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate persons of such Contracting Party, and constitutes the legal, valid and binding obligation of such Contracting Party, enforceable against such Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by (Y) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (Z) general equitable principles (whether considered in a proceeding in equity or at law); (iv) to the best of Contracting Party's knowledge after due inquiry, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract; (v) to the best of Contracting Party's knowledge, no Force Majeure Event exists under, and as defined in, the Contract; (vi) except as otherwise provided herein and other than the automatic extension of the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date pursuant to the notice provided by Project Company to Contracting Party dated April 16, 2021 and the subsequent automatic extension of the Guaranteed Commercial Operation Date pursuant to the notice provided by Project Company to Contracting Party dated November 2, 2021, the Contract has not been amended, supplemented or modified (whether by waiver, consent or otherwise); (vii) the execution, delivery and performance by Contracting Party of this Consent and the Contract do not (A) conflict with the governance documents of Contracting Party, (B) result in any breach of, default under or the imposition of any lien upon any of the property or assets of Contracting Party pursuant to any indenture, mortgage, deed of trust or other material agreement or instrument to which it is a party or by which it or any of its properties or assets is bound or (C) contravene any applicable federal or state laws or order, writ, injunction, decree or arbitral award binding upon Contracting Party or its properties or assets; and (viii) there is no action, suit, proceeding or investigation at law or in equity or by or before any court, arbitrator, administrative agency or governmental authority pending or, to the best of Contracting Party's knowledge, threatened against or affecting Contracting Party or any of its respective properties which questions the legality, validity, binding effect or enforceability of this Consent or the Contract or which individually or in the aggregate, would, if adversely determined, materially adversely affect Contracting Party's ability to enter into and carry out its obligations under this Consent or the Contract.

(b) Project Company represents and warrants to Contracting Party as of the date of this Consent that: (i) it (A) is a duly organized and validly existing under the laws of the State of Delaware, (B) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Contract and this Consent, as applicable, and (C) has all requisite power and authority to enter into and to perform its obligations under this Consent and the Contract, as applicable, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby; (ii) the execution, delivery and performance by such party of this Consent and the Contract have been duly authorized by all necessary limited liability company or other action on the part of such party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made; (iii) each of this Consent and the Contract, as applicable, is in full force and effect, has been duly



executed and delivered on behalf of such party by the appropriate officers of such party, and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as the enforceability thereof may be limited by (A) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (B) general equitable principles (whether considered in a proceeding in equity or at law); and (iv) to Project Company's knowledge, there exists no Default or event that with the giving of notice or passage of time would become a Default under the Contract.

## SECTION 5. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective upon receipt if sent by (a) hand delivery, (b) facsimile, (c) by electronic mail in ".PDF" format or (d) by private courier or delivery service with charges prepaid, and addressed as specified below:

If to Contracting Party:

Industry Public Utilities  
15625 Mayor Dave Way  
City of Industry, CA 91744  
Attention: Joshua Nelson, Public Utilities Director  
Email: JNelson@cityofindustry.org

If to Collateral Agent:

Computershare Trust Company, N.A.,  
as Collateral Agent  
Corporate Trust Services  
9062 Old Annapolis Road  
Columbia, Maryland 21045  
Attention: Jason Prisco or Lance Yeagle - California Wind  
Email: ctsbankdebtadministrationteam@wellsfargo.com

If to Project Company:

AM Wind Repower LLC  
c/o Brookfield Renewable  
200 Liberty Street, 14th Floor  
New York, NY 10281  
Attention: Jacob Pollack  
Fax: 646-992-2470  
Email: legal.department.na@brookfieldrenewable.com

Any party may change the address or number to which notices to such party are to be delivered by providing notice of such change to each other party in the manner set forth above.

## SECTION 6. ASSIGNMENT, TERMINATION, AMENDMENT AND GOVERNING LAW

This Consent shall be binding upon and benefit the successors and assigns of the parties hereto and their respective successors, transferees and permitted assigns (including without limitation, any entity that refinances all or any portion of the obligations under the Financing Agreement). Contracting Party agrees to (a) confirm such continuing obligation in writing upon the reasonable request of Project Company, Collateral Agent, the Secured Parties or any of their respective successors, transferees or assigns, (b) in connection with any tax equity financing of the Project, promptly following the written request of Project Company, deliver an estoppel certificate to any applicable tax equity investor and Collateral Agent representing that the matters set forth in Section 4 above remain true and correct as of such date and (c) cause any successor-in-interest to Contracting Party with respect to its interest in the Contract to assume, in writing in form and substance reasonably satisfactory to Collateral Agent, the obligations of such Contracting Party hereunder. Any purported assignment or transfer of the Contract not in conjunction with the written instrument of assumption contemplated by the foregoing clause (c) shall be null and void. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by all of the parties hereto. In the event of any conflict or inconsistency between the provisions of this Consent and the Contract, the provisions of this Consent shall prevail, and the Contract shall be deemed to be amended accordingly. This Consent shall terminate upon the earlier of (x) the Term Conversion Date (as defined in the Financing Agreement) and (y) the Discharge Date (as defined in the Financing Agreement); provided that, notwithstanding the foregoing, the Recitals and Sections 2, 6 and 7 shall survive until the Discharge Date. This Consent shall be governed by the laws of the State of California.

Collateral Agent, Project Company and Contracting Party hereby submit to the exclusive jurisdiction of the federal and state court sitting in Los Angeles County, California for the purposes of all legal proceedings arising out of or relating to this Consent or the transactions contemplated hereby. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. To the extent permitted by applicable law, each party hereto irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to such party at the address referenced in Section 5, such service to be effective upon the date indicated on the postal receipt returned from such party.

## SECTION 7. MISCELLANEOUS

(a) Counterparts. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.

(b) Third Party Beneficiaries. There are no third party beneficiaries to this Consent other than the Secured Parties.

(c) Severability. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

#### SECTION 8. COLLATERAL AGENT

Any corporation or association into which Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which Collateral Agent shall be a party, or any corporation or association to which all or substantially all of the corporate trust business of Collateral Agent may be sold or otherwise transferred shall be the successor Collateral Agent hereunder without any further act. In the performance of its obligations hereunder, Collateral Agent shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it pursuant to the Credit Documents (including to the extent such rights are to be exercised at the direction of the relevant Secured Parties in accordance therewith).

#### SECTION 9. ACKNOWLEDGMENTS BY PROJECT COMPANY.

Project Company, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the Contract, Contracting Party has agreed to perform as set forth herein and that none of execution of this Consent, performance by Contracting Party of its obligations hereunder, the exercise of any rights of Contracting Party hereunder, or the acceptance of performance of the Contract by any party other than Project Company shall (i) release Project Company from any obligation of Project Company under the Contract, (ii) constitute a consent by Contracting Party of, or impute any knowledge to, Contracting Party of any specific terms or conditions of the Financing Agreement or any of the Credit Documents, or (iii) except as expressly set forth in this Consent, constitute a waiver by Contracting Party of any of its rights under the Contract. Project Company acknowledges for the benefit of Contracting Party that, except as expressly set forth in this Consent, none of the Credit Documents, or any other document executed in connection therewith alter, amend, modify or impair any provision of the Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized, have duly executed this Consent as of the date first set forth above.

**INDUSTRY PUBLIC UTILITIES, also known  
as CITY OF INDUSTRY PUBLIC UTILITIES  
COMMISSION,**  
a public agency,  
as Contracting Party

By: \_\_\_\_\_  
Its:  
Date:  
Attest:

**AM WIND REPOWER LLC,**  
a Delaware limited liability company,  
as Project Company

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**COMPUTERSHARE TRUST COMPANY,  
N.A.,  
as Collateral Agent**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**

Estoppel Certificate

[Attached]

## ESTOPPEL CERTIFICATE

This Estoppel Certificate (this “**Estoppel Certificate**”), dated as of [\_\_\_\_], 202[\_\_\_], is provided by Industry Public Utilities, also known as City of Industry Public Utilities Commission (together with its permitted successors and assigns, “**Offtaker**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Contract (as hereinafter defined).

### RECITALS

A. Offtaker and AM Wind Repower LLC, a Delaware limited liability company (“**Seller**”) have entered into that certain Renewable Power Purchase and Sale Agreement, dated as of June 9, 2020 (as further amended from time to time in accordance with the terms thereof and hereof, the “**Contract**”), pursuant to which Seller will (i) develop, construct, install, test, own, operate and maintain an approximately 27 MW wind-powered electric generating facility located in Riverside County, California known as the Alta Mesa Project (the “**Project**”) and (ii) sell to Offtaker the Product.

B. Pursuant to that certain Equity Capital Contribution Agreement, dated as of [\_\_\_\_], 2021 (the “**ECCA**”), to be entered into by and among California Wind Holding LLC, a Delaware limited liability company (the “**Company**”), [Wells Fargo Central Pacific Holdings, Inc., a California corporation] (“**Wells**” or the “**Tax Equity Investor**”), and California Wind Member LLC, a Delaware limited liability company, on the Funding Date (as defined in the ECCA), Wells will make a tax equity investment in the Company, which owns 100% of the membership interests in Seller.

C. Pursuant to the ECCA, the Tax Equity Investor requires that this Estoppel Certificate be delivered as a condition precedent to its investment in the Company.

### AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Offtaker hereby agrees as follows:

1. Offtaker acknowledges that the acquisition by the Tax Equity Investor of membership interests in the Company, the direct parent of Seller, does not require the consent of Offtaker and does not otherwise cause a breach or default of the Contract.
2. If (i) Seller defaults in the performance of any of its obligations under the Contract or (ii) upon the occurrence or non-occurrence of any event or condition under the Contract which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Offtaker to terminate or suspend its performance under the Contract (a “**Contract Default**”), Offtaker will not terminate or suspend its performance under the Contract until it first gives written notice of such Contract Default to the Tax Equity Investor at the address listed in Exhibit A of this Estoppel Certificate (the date of such notice, the “**Date of Notice**”)



and affords the Tax Equity Investor the right to cure such Contract Default in accordance with the following: (a) commencing as of the Date of Notice, the Tax Equity Investor shall have the same period of time to cure the breach or default that Seller is entitled to under the Contract plus an additional period of five (5) Business Days if such default is the failure to pay amounts to Offtaker which are due and payable by Seller under the Contract (a “**Monetary Default**”); and (b) commencing as of the Date of Notice, for any breach or default under the Contract other than a Monetary Default, the Tax Equity Investor shall have the same period of time to cure the breach or default that Seller is entitled to under the Contract plus an additional period of thirty (30) days, so long as the Tax Equity Investor promptly commences and diligently pursues the cure.

Offtaker hereby represents and warrants that as of the date of this Estoppel Certificate:

1. It (i) is a public agency duly formed and validly existing under the laws of the state of its organization, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations in this Estoppel Certificate and under the Contract, and (iii) has all requisite power and authority to enter into and to perform its obligations in this Estoppel Certificate and under the Contract, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;
2. The execution, delivery and performance of this Estoppel Certificate and the Contract have been duly authorized by all necessary action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;
3. The Contract is in full force and effect, and each of this Estoppel Certificate and the Contract has been duly executed and delivered on behalf of Offtaker by the appropriate officers of Offtaker, and constitutes the legal, valid and binding obligation of Offtaker, enforceable against Offtaker in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors’ rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law);
4. The execution, delivery and performance by it of this Estoppel Certificate and the Contract, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of (i) its formation or governance documents, or (ii) any contract or agreement to which it is a party or by which it or its property is bound, or of any legal requirements presently in effect having applicability to it, the violation, breach or default of which could have a material adverse effect on its ability to perform its obligations under this Estoppel Certificate or the Contract;
5. (i) Neither Offtaker nor, to Offtaker’s knowledge, Seller, is in default of any of its obligations under the Contract and (ii) there exists no event or condition that could,

either immediately or with the passage of time or giving of notice, or both, be reasonably expected to entitle Seller or Offtaker to terminate or suspend its obligations under the Contract;

6. As of the date hereof, the Contract represents the entire agreement between Offtaker and Seller with respect to the subject matter thereof and the Contract has not been assigned or amended, supplemented, or modified, other than the automatic extension of the Guaranteed Construction Start Date and Guaranteed Commercial Operation Date pursuant to the notice provided by Seller to Offtaker dated April 16, 2021 and the subsequent automatic extension of the Guaranteed Commercial Operation Date pursuant to the notice provided by Seller to Offtaker dated November 2, 2021;
7. Seller does not owe any payments to the Offtaker with respect to liquidated damages, warranty, or indemnity claims;
8. All representations and warranties by the Offtaker under the Contract are true and correct as of the date hereof;
9. As of the date hereof, (i) there is no pending or, to Offtaker's knowledge, threatened dispute or legal proceeding between Offtaker and Seller, and (ii) there is no pending or, to Offtaker's knowledge, threatened action or proceeding affecting Offtaker before any court, governmental agency or arbitrator that could reasonably be expected to have a material adverse effect on the ability of Offtaker to perform its obligations under the Contract, or that purports to affect the legality, validity or enforceability of the Contract;
10. Offtaker has no existing counterclaims, offsets or defenses against Seller under the Contract; and
11. Offtaker is not aware of any event, act, circumstance or condition constituting an event of force majeure under the Contract.

*[Remainder of Page Left Intentionally Blank.]*

**IN WITNESS WHEREOF**, Offtaker, by its own officer duly authorized, has duly executed this Estoppel Certificate as of the date first set forth above.

**INDUSTRY PUBLIC UTILITIES, also known as CITY OF INDUSTRY PUBLIC UTILITIES COMMISSION,**  
a public agency,

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**  
**TAX EQUITY INVESTOR NOTICE DETAILS**

Wells:

Wells Fargo Central Pacific Holdings, Inc.  
c/o Wells Fargo Commercial Capital  
Attention: Renewable Energy Portfolio Management  
MAC A0119-184  
333 Market Street, 18th Floor  
San Francisco, CA 94105  
Email: WFREEF@wellsfargo.com

*and with a copy to:*

Wells Fargo Legal Group  
Capital Markets Counsel  
MAC J0161-245  
150 E 42nd Street, 24th Floor  
New York, NY 10017  
Email: WFREEF@wellsfargo.com

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.2

# Memo



To: Industry Public Utilities Commission  
From: Roy Frausto, General Manager  
Date: November 18, 2021  
Subject: Discussion Regarding Water Conservation Measures for the City of Industry Waterworks System

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## *Summary*

At the upcoming IPUC meeting, staff will provide an overview of the State's drought emergency declarations along with the current condition of the Main San Gabriel Groundwater Basin. As you may recall, the IPUC adopted resolutions in 2014, 2015 and 2016 in response to the state-wide drought and the State's regulations on water conservation. The last resolution on water conservation adopted by the IPUC was Resolution No. CC 2016 - 48 (June 2016). This resolution (enclosed for your reference) updated the IPUC's Emergency Water Conservation Regulations, which remain in effect. Below is a summary of the IPUC's current water conservation regulations:

- Outdoor watering is limited to no more than 3 days per week (parks & schools 4 days per week)
- Outdoor watering is prohibited between the hours of 9am and 6pm
- No outdoor watering may take place on a rainy day or within 48 hours of rain
- No watering of ornamental landscapes, lawns, or other turf on public street medians
- Watering of landscapes, lawns, or other turf outside of newly constructed homes and buildings must be done in a manner consistent with regulations or other requirements
- Runoff caused by excessive watering or improperly directed sprinklers is prohibited
- Driveways, sidewalks, patios, parking areas or other paved surfaces may not be watered
- Using a hose without an automatic shut-off nozzle to wash a vehicle is prohibited
- Using a fountain or water feature is prohibited unless the water is recirculated
- All indoor and outdoor water leaks must be promptly repaired
- Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily, and notice of this option must be prominently displayed in each guestroom using clear and easily understood language
- The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety, and welfare

Staff would like to discuss potential changes to the IPUC's water conservation measures, specifically the structure of the conservation program and stages of drought that dictate the appropriate number of days to limit outdoor watering.

*Enclosure*

- Resolution No. CC 2016 - 48

**RESOLUTION NO. CC 2016-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY  
RESCINDING RESOLUTION NO. CC 2015-09, ADOPTING UPDATED  
WATER CONSERVATION MEASURES TO COMPLY WITH THE STATE  
WATER RESOURCES CONTROL BOARD'S WATER CONSERVATION  
REQUIREMENTS, AND NOTICE OF EXEMPTION REGARDING SAME**

**WHEREAS**, the City of Industry ("City") provides water service to residents and businesses both within and immediately adjacent to the geographical boundaries of the City (the "Industry Waterworks"); and

**WHEREAS**, the Industry Waterworks system is operated and managed by the La Puente Valley County Water District; and

**WHEREAS**, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use and that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

**WHEREAS**, conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety and welfare; and

**WHEREAS**, the City adopted Resolution No. CC 2015-09 on May 28, 2015 Declaring Emergency Water Shortage Conditions and Adopting Mandatory Conservation Measures consistent with the Governor of California's Executive Order No. B-29-15 issued on April 1, 2015, and with regulations imposed by the State Water Resources Control Board ("SWRCB"); and

**WHEREAS**, on May 9, 2016, Governor Edmund G. Brown Jr. issued Executive Order No. B-37-16 directing actions aimed at using water wisely, reducing water waste, and improving water efficiency, and directed the SWRCB to adjust emergency water conservation regulations for urban water conservation, in response to the changing water supply conditions across the state; and

**WHEREAS**, Statewide precipitation over the past year has been variable with Northern California having received above-average rainfall while much of southern California continues to experience below-average rainfall, inadequate snowfall, and warm temperatures and, consequently, while major Northern California water reservoirs are near or above average water storage for this time of year, many Southern California reservoirs are significantly below average; and

**WHEREAS**, in southern California, imported water supplies from the State Water Project continue to be significantly curtailed and groundwater supplies are limited in nature; and

**WHEREAS**, the Main San Gabriel Groundwater Basin ("Basin"), which the City relies upon as its primary source of water to meet its customers' needs, remains close to its historic low level, which is far below the preferred operating range for the Basin; and



**WHEREAS**, Water Code section 1058.5 grants SWRCB the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation”; and

**WHEREAS**, on May 18, 2016, the SWRCB adopted new emergency water conservation regulations that will replace the state-developed standards with locally developed water conservations standards based on each agency and urban water supplier’s specific circumstances; and

**WHEREAS**, California Water Code sections 375 *et seq.* empowers any public entity which supplies water at retail or wholesale to adopt and enforce mandatory water conservation measures within its boundaries to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of said mandatory water conservation measures; and

**WHEREAS**, Water Code section 375, subdivision (c) defines “public entity” to include the City; and

**WHEREAS**, the City is required to comply with State law, including the Emergency Regulations adopted by the SWRCB, codified at Title 23 of the California Code of Regulations and is authorized pursuant thereto to implement these requirements; and

**WHEREAS**, the City must comply with the SWRCB Emergency Regulations by taking actions to restrict certain uses of water within its service area; and

**WHEREAS**, on July 28, 2016, the City held a duly noticed public hearing and made appropriate findings of necessity and desire to comply with the SWRCB Emergency Regulations by taking actions to mandate reduction of water use within its service area.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** Upon independent review and consideration of the information contained in the Staff Report, this Resolution and the Notice of Exemption, the City Council hereby finds and determines that the mandatory water conservation measures set forth in this Resolution are categorically exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Sections 15307 (Actions Taken by Regulatory Agencies for Protection of Natural Resources), and 15308 (Actions Taken by Regulatory Agencies for Protection of the Environment) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations). Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

**SECTION 3.** The City Council hereby rescinds Resolution No. CC 2015-09.

**SECTION 4. Determination of Need for Water Conservation Measures.** The City Council, in accordance with the foregoing findings, hereby declares that the regulations and restrictions on delivery and consumption of water within its service area as set forth in Section 6 below (Mandatory Water Conservation Measures) are necessary to conserve water supplies for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.

**SECTION 5. Authorization to Implement Restrictions on Water Consumption:** The City Council hereby authorizes the manager and operator of the Industry Waterworks system, the La Puente Valley County Water District ("District"), to take specific steps to implement the water conservation measures set forth in this Resolution.

**SECTION 6. Mandatory Conservation Measures.** The City Council hereby adopts the following regulations and restrictions on the delivery and consumption of water within the City's service area:

a. **Outdoor Landscapes:** Unless recycled water is utilized, the following restrictions apply to the irrigation of outdoor landscapes:

i. No ornamental landscape, lawn or other turf area may be watered more often than three (3) days per week (for the purposes of this section, a week is deemed to commence at 12:01 a.m. on Sunday morning and end at midnight on the following Saturday night) and is prohibited between the hours of 9 a.m. and 6 p.m.

ii. No ornamental landscape, lawn or other turf area may be watered on a day with measurable rainfall (0.01 inches of rain or greater) or within 48 hours thereafter.

iii. Parks and schools are prohibited from watering their athletic fields more often than four (4) days per week.

iv. Watering of ornamental landscapes, lawns, or other turf on public street medians is prohibited.

v. Watering of landscapes, lawns, or other turf outside of newly constructed homes and buildings must be done in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

b. **General Restrictions:** The following restrictions apply to all end-users of potable water:

i. No users may cause or allow water to run off landscape areas into adjoining streets, sidewalks, or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.

ii. The application of potable water to driveways, sidewalks, patios, parking areas or other paved surfaces is prohibited.

iii. Washing of motor vehicles, trailers, boats and other types of equipment must be done only with a hand-held nozzle or other device that causes the water hose to cease dispensing water immediately when not in use (except as to reclaimed wastewater or by a commercial car wash using recycled water)

iv. No potable water may be used to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recirculating system.

v. All water users must promptly upon discovery repair all leaks from indoor and outdoor plumbing fixtures.

vi. Operators of hotels and motels must provide guests with the option of choosing not to have towels and linens laundered daily, and notice of this option must be prominently displayed in each guestroom using clear and easily understood language.

vii. The use of water from fire hydrants is limited to fire fighting and related activities and other uses of potable water for municipal purposes is limited to activities necessary to maintain the public health, safety, and welfare.

c. **Exemptions:** The following uses are exempt from the restrictions of this Section 6:

i. Watering of athletic fields is permitted at any time if reasonably necessary for the health and safety of the individuals using the athletic field.

ii. Modified watering schedules approved in advance by the City to accommodate public use.

iii. Maintenance activities requiring potable water use approved in advance by the City.

iv. Ongoing water system improvement projects utilizing construction meters in accordance with City policy or regulations.

v. Watering of plants and other landscape material slated for sale at nurseries/garden centers.

**SECTION 7.** The District is directed to take all steps necessary to advise the customers of the Industry Waterworks system of the mandatory water conservation measures and to enforce them in accordance with applicable law.

**SECTION 8. Duration of Water Emergency:** These water conservation measures will remain in effect until amended or repealed by the City Council.

**SECTION 9. Violation:** Any violation of the water conservation measures set forth in Section 6 may be punished as an infraction as set forth in Section 1.08.070(A) of the City's

Municipal Code. As the manager and operator of the Industry Waterworks system, the District is authorized to implement and enforce the water conservation measures set forth herein. Notwithstanding the penalties set forth in Section 1.08.070.A of the City's Municipal Code, any violation thereof may result in the following warnings, penalties, and restrictions imposed by the District on behalf of the City:

a. **First Violation.** The District may issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred.

b. **Second Violation.** The District may issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred, and also send a written letter by United States mail notifying the customer of the repeat violation as well as the penalties that may be imposed for any subsequent violations.

c. **Third Violation.** The District may issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred, send a written letter by United States mail notifying the customer of the repeat violation, and issue a citation fine in the amount of \$100.00 pursuant to Section 1.08.070(A)(1) of the Industry Municipal Code.

d. **Fourth Violation.** The District may issue a written door-hanger notification and cause it to be personally placed at the customer's address where the violation occurred, send a written letter by United States mail notifying the customer of the repeat violation, and issue a citation fine in the amount of \$200.00 pursuant to Section 1.08.070(A)(2) of the Industry Municipal Code, and install a flow restricting device of two gallons per minute (2 gpm) capacity for services up to one and one-half inch size (1.5"), and comparatively sized restrictors for larger service, on the customer's service where the violation occurred, for a period of not less than seventy-two hours.

e. **Fifth and Subsequent Violations.** The District will provide the same notices and impose the same penalty measures as for a Fourth Violation and may, at the discretion of the General Manager of the District, discontinue water service to that customer at the premises at which the violation occurred.

**SECTION 10. Appeal:** Decisions made by the District under the regulations set forth in this Resolution may be appealed in accordance with the procedures set forth in Chapter 13.03.070 of the City's Municipal Code relating to the Industry Waterworks System.

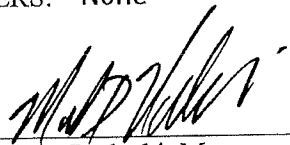
**SECTION 11. Severability:** The provisions of this Resolution are severable, and if any provision, clause, sentence, word or part thereof is held illegal, invalid, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 12. Effective Date:** This Resolution shall take effect on August 1, 2016.

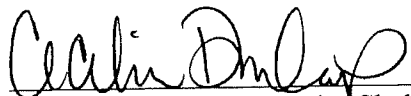
**SECTION 13.** The City Clerk is directed to certify to the adoption of this Resolution and cause it to be published in accordance with Water Code section 376.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on July 28, 2016 by the following vote:

AYES:	COUNCIL MEMBERS:	Cruz, Haber, Ruggles, MPT/Moss, M/Radecki
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

  
\_\_\_\_\_  
Mark D. Radecki, Mayor

ATTEST:

  
\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.  
CITY OF INDUSTRY )

DEPUTY CITY CLERK'S CERTIFICATION  
RE: ADOPTION OF CITY RESOLUTION

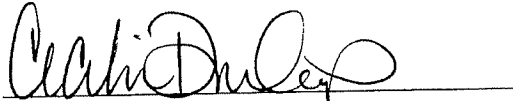
I, Cecelia Dunlap, Deputy City Clerk of the City of Industry, do hereby certify that the foregoing Resolution No. CC 2016-48 was duly passed and adopted at a regular meeting of the City Council on July 28, 2016, by the following vote, to wit:

AYES: COUNCIL MEMBERS: Cruz, Haber, Ruggles, MPT/Moss, M/Radecki

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None



Cecelia Dunlap, Deputy City Clerk  
City of Industry, California

(SEAL)

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.3

# Memo



To: Industry Public Utilities Commission  
Cc: La Puente Valley County Water District, Board of Directors  
From: Roy Frausto, General Manager  
Date: November 18, 2021  
Re: Industry Public Utilities Water Operations Quarterly Report (July – Sep 2021)

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In accordance with the City of Industry Waterworks System (the "CIWS") Operation and Management Agreement between the City of Industry (the "City") and the La Puente Valley County Water District (the "District"), the District is providing the CIWS Quarterly Report for the 1<sup>st</sup> quarter of the 2021-22 fiscal year. The report represents fiscal year-to-date information along with the current status of various items listed under the appropriate heading.

## ***Financial/Administrative***

- 2020-21 Fiscal Year Budget – A draft report of Revenue and Expenses as of September 30, 2021, is enclosed for your review as ***Attachment 1***.
- Fund Disbursements – For your reference, a list of disbursements from the IPU Water Operations Fund for the past quarter (by month) has been provided as ***Attachment 2***.
- Study of Water Rates and Charges – The Industry Public Utilities Commission approved Resolution No. 2329 Adopting a Comprehensive Water Rate Study, and Approving a Water Rate Increase for the City of Industry Waterworks System, and Adopting a Notice of Exemption Regarding Same on October 14, 2021. The first rate adjustments will be implemented during the first billing cycle of November 2021.
- Capacity Fee Report – District Staff is working with City Staff to determine the appropriate time for implementation.
- CIWS Website – District Staff is working on creating a microsite for the CIWS system.
- Water Arrearages Program – District Staff completed and submitted the Water Arrearage Survey and Application for the CIWS on August 25, 2021. District Staff will coordinate with City Staff if any funding comes to the CIWS as a result of this application.
- COVID-19 Pandemic Response and Impacts – All essential water operations work continue to be carried out by District Staff. It is important to note that there has been no impact to water quality due to the pandemic. A list of some of the actions that apply to the CIWS are as follows:
  - The payment office is now open to walk-in customers as of July 6, 2021. Customers can still pay their water bill online, by phone, by mail and through a drop box at the payment office.
  - Late charges and water shutoffs for nonpayment have been suspended until further notice.

To date, we have not experienced any issues with staffing; however, there has been long lead times with the acquisition of necessary materials.



**Distribution, Supply, and Production**

- Summary of Activities – A summary report of CIWS field activities for the 1<sup>st</sup> quarter of the fiscal year 2021-22 is provided as **Attachment 3**.
- City of Industry Well No. 5 Operations – Well No. 5 operated for most of the 1<sup>st</sup> quarter without issue. The latest static water level, pumping water level, and pumping rate for Well No. 5 is shown in the table below.

Well	Pump Setting (below surface)	Static Water Level	Pumping Water Level	Drawdown	Current GPM Pumping Rate
COI 5	189'	110'	149'	39'	1,442

- Production Summary – The production for the 1<sup>st</sup> quarter of the fiscal year 2021-22, to meet the needs of the CIWS, was 391.25 AF. The 2021-22 fiscal year production report and related graph are provided as **Attachment 4**.
- 2021 Water Conservation – A summary of water system usage for the fiscal year 2021-22 as compared to the calendar year 2013 is shown below.

Month	2013	2021	Difference Current-2013 (%)	Accumulative Difference (%)
July	141.36	135.94	-3.8%	-14.4%
August	153.97	132.51	-13.9%	-14.3%
September	151.67	122.80	-19.0%	-15.1%
<b>Totals</b>	<b>447.00</b>	<b>391.25</b>		

\*Production data are shown in acre-feet (AF)

- CIWS and LPVCWD Water Exchange – In accordance with the Water Exchange and Supply Agreement between LPVCWD and the City of Industry, the District is providing the water exchange summary as of September 30, 2021, as **Attachment 5**.
- MSGB Groundwater Levels – On September 24, 2021, the Baldwin Park key well level was 185.3 feet asl. Watermaster’s latest report on hydrologic conditions is enclosed as **Attachment 6**.

**Water Quality / Compliance**

- Distribution System Monitoring – District Staff has collected all required water quality samples from the distribution system for the 1<sup>st</sup> quarter of the fiscal year 2021-22; approximately 95 samples were collected. All results met State and Federal drinking water quality regulations.
- Source Monitoring – All water quality samples were collected from Well No. 5, as required. The table below summarizes Well No. 5’s current water quality for constituents of concern.

Month Sampled	1,1 DCE	TCE	PCE	All Other	Perchlorate	1,4-Dioxane	NDMA	Nitrate
	MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb	VOCs	MCL= 6 ppb	NL= 1 ppb	NL= 10 ppt	MCL=10 ppm
Aug-21	2.4	3.4	11	ND	2.7	ND	ND	6.6

### **Capital / Special Projects**

- Americas Water Infrastructure Act (AWIA) – On October 23, 2018, Congress signed into law the America’s Water Infrastructure Act (AWIA). Per Section 2013 of Title II, the AWIA requires community water systems to conduct a Risk and Resilience Assessment (RAA) and develop a corresponding Emergency Response Plan (ERP). As a part of the final process of this project, Staff is currently reviewing the revised draft of the emergency response plan for the CIWS. It is anticipated that the review process will be completed by early November, and Staff will finalize the ERP before the end of the calendar year.
- SCADA Upgrade Project – So-Cal SCADA has conducted several workshops with Staff to review and demonstrate the new SCADA software system in a test environment. Staff is currently working to finalize an implementation plan with a phased approach to minimize any operational impacts. It is anticipated that the project’s final phase will begin in November and be completed by early December.
- Starhill Lane / 3rd Avenue and Don Julian / Basetdale Waterline Improvement Project – The 2017 CIWS Water Master Plan recommended improvements to waterlines in Starhill Lane and 3rd Avenue south of Lomitas Avenue and Don Julian Road from Orange Blossom Avenue to Basetdale Avenue. The contractor completed the new water main installation on 3rd Avenue and Starhill Lane, and Staff completed all testing and water quality sampling. The permanent asphalt roadway repairs were completed, and the new water main is fully in service. The construction of the new 10-inch Watermain on Don Julian was completed in September and is fully in service.

### **Personnel**

- As of September 31, 2021, the District had 9 full-time field employees, 4 full-time office/administrative employees, and 1 part-time office employee. A summary of the hourly rates for each District employee, as of September 31, 2021, is enclosed as **Attachment 7**.

### **Attachments**

1. Statement of Revenue and Expenses for the 1<sup>st</sup> Quarter of 2021-22.
2. Fund Disbursement List for 1<sup>st</sup> Quarter of 2021-22
3. Summary of Field Activities for 1<sup>st</sup> Quarter of 2021-22.
4. Production Summary for 1<sup>st</sup> Quarter of 2021-22
5. CIWS – LPVCWD Water Exchange and Delivery Summary for 1<sup>st</sup> Quarter of 2021-22.
6. Main San Gabriel Basin Hydrologic Report.
7. Summary of Hourly Rates for District Staff as of September 31, 2021.

# Attachment 1

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses Summary

For the Period Ending September 30, 2021

(Unaudited)

	SEPTEMBER 2021	FISCAL YTD 2021-22	BUDGET 2021-22	25% OF BUDGET	YEAR END FY 2020-21
Total Operational Revenues	\$ 239,288	\$ 566,475	\$ 1,866,000	30%	\$ 1,929,343
Total Non-Operational Revenues	-	-	52,500	0%	66,099
<b>TOTAL REVENUES</b>	<b>239,288</b>	<b>566,475</b>	<b>1,918,500</b>	<b>30%</b>	<b>1,995,442</b>
Total Salaries & Benefits	68,255	201,178	719,000	28%	666,422
Total Supply & Treatment	35,419	69,346	909,300	8%	832,904
Total Other Operating Expenses	10,563	32,082	254,000	13%	195,214
Total General & Administrative	53,890	67,977	366,600	19%	288,090
Total Other & System Improvements	-	12,570	102,500	12%	135,802
<b>NET OPERATING INCOME (LOSS)</b>	<b>168,127</b>	<b>383,153</b>	<b>2,351,400</b>	<b>16%</b>	<b>2,118,431</b>
<b>OPERATING INCOME</b>	<b>71,160</b>	<b>183,322</b>	<b>(432,900)</b>		<b>(122,989)</b>
<b>NET INCOME (LOSS)</b>	<b>\$ 71,160</b>	<b>\$ 183,322</b>	<b>\$ (432,900)</b>		<b>\$ (122,989)</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending September 30, 2021

(Unaudited)

	SEPTEMBER 2021	FISCAL YTD 2021-22	BUDGET 2021-22	25% OF BUDGET	YEAR END FY 2020-21
<b>Operational Revenues</b>					
1 Water Sales	\$ 168,996	\$ 386,791	\$ 1,150,000	34%	\$ 1,202,198
2 Service Charges	56,603	149,362	610,000	24%	619,862
3 Customer Charges	452	592	3,000	20%	3,005
4 Fire Service	13,237	29,729	103,000	29%	104,277
5 Taxes & Assessments	-	-	-	N/A	-
6 <i>Total Operational Revenues</i>	<b>239,288</b>	<b>566,475</b>	<b>1,866,000</b>	<b>30%</b>	<b>1,929,343</b>
<b>Non-Operational Revenues</b>					
7 Contamination Reimbursement	-	-	50,000	0%	55,276
8 Developer Fees	-	-	2,500	0%	10,823
9 Miscellaneous Income	-	-	-	N/A	-
10 <i>Total Non-Operational Revenues</i>	-	-	<b>52,500</b>	<b>0%</b>	<b>66,099</b>
11 <b>TOTAL REVENUES</b>	<b>239,288</b>	<b>566,475</b>	<b>1,918,500</b>	<b>30%</b>	<b>1,995,442</b>
<b>Salaries &amp; Benefits</b>					
12 Administrative Salaries	20,459	56,801	221,000	26%	214,069
13 Field Salaries	23,894	76,073	243,000	31%	218,119
14 Employee Benefits	13,159	38,897	145,000	27%	131,105
15 Pension Plan	6,622	19,272	72,000	27%	67,955
16 Payroll Taxes	3,020	9,033	31,000	29%	29,228
17 Workman's Compensation	1,102	1,102	7,000	16%	5,946
18 <i>Total Salaries &amp; Benefits</i>	<b>68,255</b>	<b>201,178</b>	<b>719,000</b>	<b>28%</b>	<b>666,422</b>
<b>Supply &amp; Treatment</b>					
19 Purchased Water - Leased	-	-	399,100	0%	375,508
20 Purchased Water - Other	1,178	3,658	20,000	18%	15,064
21 Power	34,241	59,008	170,000	35%	150,405
22 Assessments	-	6,618	283,200	2%	278,882
23 Treatment	-	-	7,000	0%	5,233
24 Well & Pump Maintenance	-	62	30,000	0%	7,812
25 <i>Total Supply &amp; Treatment</i>	<b>35,419</b>	<b>69,346</b>	<b>909,300</b>	<b>8%</b>	<b>832,904</b>
<b>Other Operating Expenses</b>					
26 General Plant	737	2,343	55,000	4%	5,707
27 Transmission & Distribution	7,510	21,839	85,000	26%	91,588
28 Vehicles & Equipment	-	-	36,000	0%	30,533
29 Field Support & Other Expenses	1,717	4,181	40,000	10%	33,329
30 Regulatory Compliance	600	3,719	38,000	10%	34,056
31 <i>Total Other Operating Expenses</i>	<b>10,563</b>	<b>32,082</b>	<b>254,000</b>	<b>13%</b>	<b>195,214</b>

# INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

## Statement of Revenue and Expenses

For the Period Ending September 30, 2021

(Unaudited)

	SEPTEMBER 2021	FISCAL YTD 2021-22	BUDGET 2021-22	25% OF BUDGET	YEAR END FY 2020-21
<b>General &amp; Administrative</b>					
32 Management Fee	49,270	49,270	199,100	25%	195,146
33 Office Expenses	2,238	3,562	30,000	12%	21,646
34 Insurance	-	450	17,500	3%	15,978
35 Professional Services	-	2,306	70,000	3%	25,951
36 Customer Accounts	1,999	6,252	30,000	21%	24,864
37 Public Outreach & Conservation	194	5,186	15,000	35%	195
38 Other Administrative Expenses	190	950	5,000	19%	4,311
39 <i>Total General &amp; Administrative</i>	<b>53,890</b>	<b>67,977</b>	<b>366,600</b>	<b>19%</b>	<b>288,090</b>
<b>Other Exp. &amp; System Improvements (Water Ops Fund)</b>					
40 Fire Hydrant Repair/Replace	-	7,063	6,500	109%	3,562
41 Service Line Replacements	-	-	30,000	0%	51,825
42 Valve Replacements & Installations	-	-	19,000	0%	15,570
43 Meter Read Collection System	-	-	12,000	0%	11,260
44 SCADA Improvements	-	-	10,000	0%	14,014
45 Water Rate Study	-	3,591	-	N/A	4,800
46 Groundwater Treatment Facility Feas. Study	-	1,917	25,000	8%	34,770
47 <i>Total Other &amp; System Improvements</i>	-	<b>12,570</b>	<b>102,500</b>	<b>12%</b>	<b>135,802</b>
48 <b>TOTAL EXPENSES</b>	<b>168,127</b>	<b>383,153</b>	<b>2,351,400</b>	<b>16%</b>	<b>2,118,431</b>
49 <b>NET OPERATING INCOME (LOSS)</b>	<b>71,160</b>	<b>183,322</b>	<b>(432,900)</b>		<b>(122,989)</b>

## Attachment 2

## Industry Public Utilities July 2021 Disbursements

Check #	Payee	Amount	Description
4645	ACWA/JPIA	\$ 450.00	Insurance Expense
4646	G. M. Sager Construction	\$ 5,190.00	Patchwork
4647	Merritt's Hardware	\$ 191.89	Field Supplies
4648	MJM Communications & Fire	\$ 180.00	Security Monitoring
4649	Resource Building Materials	\$ 45.11	Field Supplies
4650	RMG Communications	\$ 1,375.00	Consumer Confidence Reports
4651	Stetson Engineers Inc	\$ 1,937.00	Feasibility Study
4652	Sunbelt Rentals	\$ 277.00	Equipment Rental
4653	Verizon Wireless	\$ 95.00	Cellular Service
4654	Verizon Wireless	\$ 76.02	Cellular Service
4655	Vulcan Materials Company	\$ 713.28	Field Supplies - Asphalt
4656	Weck Laboratories Inc	\$ 70.00	Water Sampling
4657	Western Water Works	\$ 759.03	Developer Expense
4658	Petty Cash	\$ 57.76	Office/Field Expense
4659	ACWA/JPIA	\$ 1,551.14	Workers' Compensation Program
4660	CCSInteractive	\$ 13.60	Monthly Website Hosting
4661	Doty Bros Equipment Co	\$ 9,402.00	Contracted Labor - Industry Hills
4662	Highroad IT	\$ 268.00	Technical Support
4663	La Puente Valley County Water District	\$ 60,900.93	Labor Costs June 2021
4664	Resource Building Materials	\$ 5.80	Field Supplies
4665	Underground Service Alert	\$ 194.85	Line Notifications
4666	Weck Laboratories Inc	\$ 122.50	Water Sampling
4667	ACP Publication & Marketing	\$ 1,065.90	Consumer Confidence Reports
4668	Answering Service Care	\$ 121.11	Answering Service
4669	G. M. Sager Construction	\$ 2,550.00	Patchwork
4670	Geosyntec Consultants	\$ 17,905.00	AWIA Services
4671	Grainger Inc	\$ 151.49	Field Supplies
4672	Janus Pest Management Inc	\$ 65.00	Rodent Control
4673	La Puente Valley County Water District	\$ 147.29	Bank Fee Reimbursement
4674	McCalls Meter Sales & Service	\$ 2,444.36	Meter Expense
4675	SC Edison	\$ 17,368.46	Power Expense
4676	SoCal Gas	\$ 14.30	Gas Expense
4677	Sunbelt Rentals	\$ 249.97	Equipment Rental
4678	Time Warner Cable	\$ 288.25	Telephone Service
4679	Time Warner Cable	\$ 82.69	Telephone Service
4680	Weck Laboratories Inc	\$ 107.50	Water Sampling
4681	Western Water Works	\$ 6,604.07	Fire Hydrant Replacement
4682	Citi Cards	\$ 60.00	Office Expense
4683	Eide Bailly LLP	\$ 396.60	Administrative Support



## Industry Public Utilities July 2021 Disbursements - continued

Check #	Payee	Amount	Description
4684	Hach Company	\$ 199.07	Field Supplies
4685	Industry Public Utility Commission	\$ 1,134.82	Industry Hills Power Expense
4686	La Puente Valley County Water District	\$ 151.13	Bank Fee Reimbursement
4687	S & J Supply Co Inc	\$ 20.02	Field Supplies
4688	Sunbelt Rentals	\$ 288.30	Equipment Rental
4689	Weck Laboratories Inc	\$ 122.50	Water Sampling
4690	Western Water Works	\$ 17,071.30	Developer Expense
4691	ACP Publication & Marketing	\$ 539.55	Consumer Confidence Reports
4692	Dive/Corr Inc	\$ 4,800.00	Reservoir Inspection
4693	Hach Company	\$ 154.99	Field Supplies
4694	Hose-Man Inc	\$ 214.91	Field Supplies
4695	InfoSend	\$ 742.95	Billing Expense
4696	Resource Building Materials	\$ 17.41	Field Supplies
4697	S & J Supply Co Inc	\$ 278.17	Field Supplies
4698	San Gabriel Valley Water Company	\$ 1,232.91	Purchased Water - Salt Lake
4699	SoCal Gas	\$ 15.78	Gas Expense
4700	Stetson Engineers Inc	\$ 659.00	Feasibility Study
4701	Verizon Wireless	\$ 76.02	Cellular Service
4702	Verizon Wireless	\$ 286.32	Cellular Service
4703	Verizon Wireless	\$ 95.00	Cellular Service
4704	Vulcan Materials Company	\$ 348.84	Field Supplies - Asphalt
4705	Weck Laboratories Inc	\$ 177.50	Water Sampling
4706	Western Water Works	\$ 362.86	Developer Expense
Online	County of LA Department of Public Works	\$ 1,135.00	Permit Fee's
Online	Home Depot Credit Services	\$ 315.15	Field Supplies
Autodeduct	Bluefin Payment Systems	\$ 952.59	Web Merchant Fee's
Autodeduct	First Data Global Leasing	\$ 74.20	Credit Card Machine Lease
Autodeduct	Jack Henry & Associates	\$ 54.95	Web E-Check Fee's
Autodeduct	Wells Fargo Merchant Fee's	\$ 17.93	Merchant Fee's
<b>Total July 2021 Disbursements</b>		<b>\$ 165,037.07</b>	

## Industry Public Utilities August 2021 Disbursements

Check #	Payee	Amount	Description
4707	Measurement Control Systems	\$ 696.05	Hydrant Meter
4708	CCSInteractive	\$ 13.60	Monthly Website Hosting
4709	Cell Business Equipment	\$ 26.28	Office Expense
4710	Highroad IT	\$ 268.00	Technical Support
4711	La Puente Valley County Water District	\$ 66,431.87	Labor Costs July 2021
4712	Los Angeles County Fire Dept	\$ 1,015.00	Hazmat Program
4713	Merritt's Hardware	\$ 51.66	Field Supplies
4714	RMG Communications	\$ 2,500.00	Prop 218 Notices
4715	Underground Service Alert	\$ 115.65	Line Notifications
4716	Weck Laboratories Inc	\$ 107.50	Water Sampling
4717	Answering Service Care	\$ 155.75	Answering Service
4718	Cintas	\$ 521.19	Uniform Service
4719	InfoSend	\$ 685.97	Billing Expense
4720	Resource Building Materials	\$ 17.41	Field Supplies - Concrete
4721	S & J Supply Co Inc	\$ 273.39	Hydrant Valve
4722	SC Edison	\$ 18,704.61	Power Expense
4723	SoCal Gas	\$ 18.85	Gas Expense
4724	Time Warner Cable	\$ 82.38	Telephone Service
4725	Time Warner Cable	\$ 288.25	Telephone Service
4726	Western Water Works	\$ 121.49	Field Supplies
4727	ACP Publication & Marketing	\$ 667.96	Prop 218 Notices
4728	Cintas	\$ 35.47	Uniform Service
4729	Janus Pest Management Inc	\$ 65.00	Rodent Control
4730	La Puente Valley County Water District	\$ 182.42	Bank Fee Reimbursement
4731	Lagerlof LLP	\$ 93.00	Attorney Fee's
4732	Main SG Basin Watermaster	\$ 265,646.00	Production Assessments
4733	McMaster-Carr Supply Co	\$ 123.40	Safety Supplies
4734	Peck Road Gravel	\$ 210.00	Field Supplies - Asphalt
4735	Cell Business Equipment	\$ 38.91	Office Expense
4736	Citi Cards	\$ 217.92	Administrative & Field Expenses
4737	Industry Public Utility Commission	\$ 1,154.56	Industry Hills Power Expense
4738	Intellicom Communications Inc	\$ 318.75	Administrative Support
4739	La Puente Valley County Water District	\$ 31,906.46	Truck, Vehicle & Equipment Reimbursement
4740	Peck Road Gravel	\$ 630.00	Asphalt & Concrete Disposal
4741	San Gabriel Basin WQA	\$ 6,618.00	Pumping Rights Assessments
4742	San Gabriel Valley Water Company	\$ 1,247.23	Water Service
4743	SoCal Gas	\$ 14.30	Gas Expense
4744	Verizon Wireless	\$ 76.02	Cellular Service
4745	Verizon Wireless	\$ 95.00	Cellular Service
4746	Vulcan Materials Company	\$ 1,136.51	Field Supplies - Asphalt
4747	Weck Laboratories Inc	\$ 107.50	Cellular Service
4748	Raftelis Financial Consultants	\$ 3,591.25	Water Rate Study
4749	Raftelis Financial Consultants	\$ 4,192.50	Water Rate Study
Online	Home Depot Credit Services	\$ 223.90	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 82.82	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 1,047.87	Web Merchant Fee's
Autodeduct	Jack Henry & Associates	\$ 33.95	Web E-Check Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease - Monthly
<b>Total August 2021 Disbursements</b>		<b>\$ 411,895.60</b>	

## Industry Public Utilities September 2021 Disbursements

Check #	Payee	Amount	Description
4750	CCSInteractive	\$ 13.60	Monthly Website Hosting
4751	Cintas	\$ 113.01	Uniform Service
4752	Eide Bailly LLP	\$ 106.05	Administrative Support
4753	Highroad IT	\$ 268.00	Technical Support
4754	InfoSend	\$ 2.00	Billing Expense
4755	Right of Way Inc	\$ 57.49	Saftety Supplies
4756	Underground Service Alert	\$ 113.18	Line Notifications
4757	Verizon Wireless	\$ 233.54	Cellular Service
4758	Weck Laboratories Inc	\$ 295.00	Water Sampling
4759	Western Water Works	\$ 203.11	Field Supplies
4760	Collicutt Energy Services Inc	\$ 480.00	Generator Maintenance
4761	ACP Publication & Marketing	\$ 1,797.00	Prop 218 Notifications
4762	Answering Service Care	\$ 158.62	Answering Service
4763	Cintas	\$ 38.77	Uniform Service
4764	Continental Utility Solutions Inc	\$ 100.00	Billing Expense
4765	Corrpro	\$ 2,130.00	Reservoir Maintenance
4766	G. M. Sager Construction	\$ 7,600.00	Patchwork
4767	La Puente Valley County Water District	\$ 66,491.10	Labor Costs August 2021
4768	Merritt's Hardware	\$ 125.62	Field Supplies
4769	SC Edison	\$ 3,788.62	Power Expense
4770	SoCal Gas	\$ 14.30	Gas Expense
4771	Time Warner Cable	\$ 82.38	Telephone Service
4772	Weck Laboratories Inc	\$ 230.00	Water Sampling
4773	Western Water Works	\$ 438.58	Developer Project Expense
4774	Cell Business Equipment	\$ 20.00	Office Expense
4775	Cintas	\$ 38.77	Uniform Service
4776	Genesis Computer Systems Inc	\$ 635.18	Computer Equipment
4777	InfoSend	\$ 736.66	Billing Expense
4778	Janus Pest Management Inc	\$ 65.00	Rodent Control
4779	La Puente Valley County Water District	\$ 200.52	Bank Fee Reimbursement
4780	La Puente Valley County Water District	\$ 49,269.61	3rd Quarter 2021 O&M Fee's
4781	Time Warner Cable	\$ 288.25	Telephone Service
4782	Vulcan Materials Company	\$ 1,106.07	Developer Project Expense
4783	Weck Laboratories Inc	\$ 422.50	Water Sampling
4784	Cintas	\$ 38.77	Uniform Service
4785	Citi Cards	\$ 70.00	Administrative Expense
4786	Continental Utility Solutions Inc	\$ 50.14	Billing Expense
4787	Eide Bailly LLP	\$ 2,106.83	Administrative Support
4788	Industry Public Utility Commission	\$ 1,158.03	Industry Hills Power Expense
4789	San Gabriel Valley Water Company	\$ 1,177.76	Water Service
4790	Staples	\$ 71.55	Office Supplies
4791	Vulcan Materials Company	\$ 360.93	Field Supplies - Asphalt
4792	Weck Laboratories Inc	\$ 230.00	Water Sampling
4793	Western Water Works	\$ 14.30	Field Supplies
4794	Measurment Control Systems	\$ 696.05	Meter Expense
4795	Cell Business Equipment	\$ 23.34	Office Expense

## Industry Public Utilities September 2021 Disbursements - continued

Check #	Payee	Amount	Description
4796	Cintas	\$ 38.77	Uniform Service
4797	InfoSend	\$ 62.41	Billing Expense
4798	MJM Communications & Fire	\$ 180.00	Security Monitoring
4799	Peck Road Gravel	\$ 420.00	Asphalt & Concrete Disposal
4800	SoCal Gas	\$ 14.79	Gas Expense
4801	Stetson Engineers Inc	\$ 1,916.50	Well Feasibility Study
4802	Verizon Wireless	\$ 979.89	Cellular Service
4803	Verizon Wireless	\$ 76.02	Cellular Service
4804	Verizon Wireless	\$ 95.00	Cellular Service
Autodeduct	Wells Fargo Merchant Fee's	\$ 44.85	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 1,138.05	Web CC Fee's
Autodeduct	Jack Henry & Associates	\$ 45.20	Web E-Check Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease
<b>Total September 2021 Disbursements</b>		<b>\$ 148,715.71</b>	

## Attachment 3

CIWS MONTHLY ACTIVITIES REPORT FY 2021-2022

	July	August	September	October	November	December	January	February	March	April	May	June	2021/2022 FYTD	2020/2021 Actuals
<b>Distribution/Maintenance</b>														
Repair/Replace Service Line	1	1	5									7	7	35
Repair/Replace Main Line	0	0	0									0	0	5
Replace Curbs/Angle Stop	1	1	0									2	2	17
New Service Installations	0	0	1									1	1	6
Install New Air Release or Blow Off	1	0	1									2	2	2
Concrete/Asphalt Patch Repairs - Staff	1	0	0									1	1	9
Concrete/Asphalt Patch Repairs - Vendor	0	0	8									8	8	16
Reset Meter Box to Grade	0	0	0									0	0	1
Replace Slip Can/ Valve Lid	0	0	0									0	0	2
Fire Hydrant Repairs/Replaced	1	0	0									1	1	2
Valves Exercised	0	33	9									42	42	144
Hydrants / Dead Ends Flushed	0	0	0									0	0	58
USA's - Tickets Processed	231	129	177									537	537	2109
<b>Meter Maintenance</b>														
Replaced Register/Meter/Guts	1	14	3									18	18	83
Replace Meter Box/Lid	8	5	0									13	13	63
Removed Meter	0	0	0									0	0	3
Repaired Meter Leaks	1	1	0									2	2	6
<b>Customer Service</b>														
Meter Re-Reads	60	38	155									253	253	482
(Cust. Leaks, High Usage, Stopped Meter)												0	0	0
Re-read for billing D	0	0	0									0	0	0
Check for Creeping E	30	15	81									126	126	0
Check for Stopped Meter F	30	23	74									127	127	0
Meter Read for Open/Close Account	2	5	4									11	11	31
Turn Off/Lock Meter	5	5	3									13	13	56
Turn On Meter	4	9	4									17	17	62
Door Hangers - Miscellaneous	6	6	1									13	13	45
Door Hangers - Conservation	0	0	13									0	0	0
Shut Off - Non-Payment	0	0	0									13	13	6
Shut Off - Customer Emergency/Request	1	3	2									0	0	0
Respond to Reported Leak	8	8	7									6	6	24
Check for High/Low Pressure	1	0	0									23	23	79
Check for Meter Tampering	0	0	0									1	1	5
Misc - Other	1	6	0									7	7	11
Water Quality Complaint-Odor/Color/Taste	0	1	0									1	1	0
Fire Flow Test	0	0	0									0	0	8
<b>Safety Activities</b>														
Safety Inspection of Facilities	5	5	7									17	17	68
Monthly, Online and Outside Safety Training	13	18	37									68	68	194
Weekly Tailgate Safety Mtg	4	4	4									12	12	28

# Attachment 4





# Attachment 5

CIWS-LPVCWD WATER EXCHANGE SUMMARY (pursuant to July 2015 Water Exchange and Supply Agreement )

Deliveries from LPVCWD to CIWS

Report for First Quarter 21/22

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year Ending	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 775 Previous Year Ending	Total	Running Total
Prior Period (20-21)							29.55							38.81	38.81	68.36	38.81
21-22 QTR 1	3.15	0.00	0.00	0.00	3.15	32.70				12.05	0.01		12.06	50.87		15.21	
21-22 QTR 2	0.00	0.00	0.00	0.00	0.00	32.70				0.00	0.00		0.00	50.87		0.00	
21-22 QTR 3	0.00	0.00	0.00	0.00	0.00	32.70				0.00	0.00		0.00	50.87		0.00	
21-22 QTR 4	0.00	0.00	0.00	0.00	0.00	32.70				0.00	0.01		0.01	50.88		0.01	
Annual Total	3.15	0.00	0.00	0.00	3.15	32.70	29.55			12.05	0.02		12.07	50.88	38.81	15.22	83.58

Deliveries from CIWS to LPVCWD

QTR	Zone 488 Deliveries							Zone 775 Deliveries							Combined		
	Connection 1	Connection 2	Connection 3	Connection 3A	Zone 488 Total	Zone 488 Running Total	Zone 488 Previous Year Ending	Connection 4	Connection 5	Connection 6	Connection 7	Connection 7A	Zone 775 Total	Zone 775 Running Total	Zone 488 Previous Year Ending	Total	Running Total
Prior Period (20-21)							28.39							50.74	50.74	79.13	50.74
21-22 QTR 1	0.00	0.00		0.00	0.00	28.39		0.60	0.94	7.07	0.47		9.08	59.82		9.08	
21-22 QTR 2	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	59.82		0.00	
21-22 QTR 3	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	59.82		0.00	
21-22 QTR 4	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	59.82		0.00	
Annual Total	0.00	0.00		0.00	0.00	28.39	28.39	0.60	0.94	7.07	0.47		9.08	59.82	50.74	9.08	88.21

Delivery Summary

Quarter	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	A			B		C			D		E
				LPVCWD to CIWS in 488	CIWS to LPVCWD in 488	488 Difference	Amount unable to exchange within 12 months in 488	CIWS owes \$ to LPVCWD for 448 Deliveries	LPVCWD to CIWS in 775	CIWS to LPVCWD in 775	775 Difference	Amount unable to exchange within 12 months in 775	LPVCWD owes \$ to CIWS for 775 Deliveries	LPVCWD Owes \$ to CIWS
Prior Period (20-21)	68.36	79.13	10.77	29.55	28.39	-1.16	0.00	0.00	38.81	50.74	11.93	0.00	0.00	0.00
21-22 QTR 1	15.21	9.08	-6.13	3.15	0.00	-3.15	0.00	0.00	12.06	9.08	-2.98	0.00	0.00	0.00
21-22 QTR 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21-22 QTR 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21-22 QTR 4	0.01	0.00	-0.01	0.00	0.00	0.00	0.00	0.00	0.01	0.00	-0.01	0.00	0.00	0.00
Running Total	83.58	88.21	4.63	32.70	28.39	-4.31			50.88	59.82	8.94			

Balance Owed by LPVCWD to CIWS Overall 4.63

Balance Owed to LPVCWD in 488 4.31

Balance Owed to CIWS in 775 8.94

Notes:

Calculation of payment is not applicable until a full 12 months into the agreement that was entered into in July 2015

Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

Column B represents the undelivered amount multiplied by the agreed rate to convey water to the 448 zone as detailed in example table above.

Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

Column D represents the undelivered amount multiplied by the agreed upon rate to convey water to the 775 zone as detailed in example table above.

Column E represents the difference between what each party owes.

# Attachment 6



# Main San Gabriel Basin WATERMASTER

OCTOBER 6, 2021

## REPORT OF THE WATERMASTER ENGINEER ON HYDROLOGIC CONDITIONS

### Baldwin Park Key Well (see attached graph)

- Located in the central portion of the San Gabriel Valley within the City of Baldwin Park and used as a general indication of water elevations throughout the San Gabriel Valley
- One vertical foot is equivalent to about 8,000 acre-feet of groundwater in the Main Basin
- On August 27, 2021, the Baldwin Park Key Well groundwater elevation was 187.6 feet.
- On September 24, 2021, the Baldwin Park Key Well groundwater elevation was 185.3 feet, a decrease of 0.5 feet from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
  - ❖ A decrease of about 2.3 feet from the prior month.
  - ❖ About 16 feet lower than one year ago (represents 128,000 acre-feet). Includes an estimated 147,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 18 feet of groundwater elevation at the Key Well.
    - Producer Cyclic Storage – 51,000 AF
    - MWD Cyclic Storage (for UD RDA delivery) – 68,000 AF
    - Other Cyclic Storage – 28,000 AF

### Rainfall (see attached graphs)

- Data are readily available on a daily basis and are indicative of comparative amount of rainfall in the San Gabriel Valley (percent of average)
- Puddingstone Dam as of September 30, 2021
  - ❖ Average rainfall from July 1<sup>st</sup> through September 30<sup>th</sup> of each year is 0.40 inches
  - ❖ Rainfall during July 1, 2021 through September 30, 2021 is 0.31 inches, which is 78 percent of average.
  - ❖ Rainfall during July 1, 2020 through June 30, 2021 was 6.23 inches, which was 34 percent of average.
- Los Angeles Civic Center as of September 30, 2021
  - ❖ Average rainfall from July 1<sup>st</sup> through September 30<sup>th</sup> of each year is 0.27 inches
  - ❖ Rainfall during July 1, 2021 through September 30, 2021 is 0.23 inches, which is 85 percent of average.



- ❖ Rainfall during July 1, 2020 through June 30, 2021 was 5.82 inches, which was 38 percent of average.

✚ **Reservoir Storage and Releases**

- There are three dams and reservoirs located along the San Gabriel River above San Gabriel Canyon. Their primary function is for flood control and also used to store watershed runoff for subsequent groundwater replenishment.
  - ❖ Cogswell Reservoir is located highest in the watershed and has a maximum storage capacity of 10,475 acre-feet
  - ❖ San Gabriel Reservoir is located downstream of and receives releases from Cogswell Reservoir, and has a maximum storage capacity of 44,044 acre-feet
  - ❖ Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 28,736 acre-feet. Releases from Morris Reservoir and San Gabriel Reservoir are used at local surface water treatment plants and used for groundwater replenishment
  - ❖ Total storage capacity is 83,255 acre-feet
  - ❖ The combined minimum pool behind Cogswell, San Gabriel and Morris Reservoirs is about 10,500 acre-feet.
  - ❖ Combined storage as of September 28, 2021 was 10,179 acre-feet (about 12 percent of capacity).
  - ❖ San Gabriel Reservoir inflow was 2 cfs and release was 2 cfs as of September 28, 2021.
  - ❖ Morris Reservoir inflow was 2 cfs and release was 10 cfs as of September 28, 2021. All of the release was diverted from the San Gabriel River at the Azusa Duarte intake for use by Committee of Nine.

✚ **Untreated Imported Water Deliveries**

- Upper District
  - ❖ USG-3 is located in San Gabriel Canyon just below Morris Dam, it represents Upper District's primary point of delivery of untreated imported water for groundwater replenishment to the San Gabriel Valley. The typical delivery rate is about 190 cfs (or about 375 acre-feet per day)
  - ❖ During July 2021, Upper District delivered 618 acre-feet to Azusa's Surface Water Treatment through San Gabriel District pipeline.
  - ❖ During August 2021, Upper District delivered 779 acre-feet to Azusa's Surface Water Treatment through San Gabriel District pipeline and 145 acre-feet diverted to Canyon Basin.
  - ❖ During September 2021, flows through San Gabriel District pipeline were at 15 cfs to Azusa's Surface Water Treatment and 2 cfs being diverted to Canyon Basin.
  - ❖ During September 2021, Upper District did not make deliveries through USG-3.

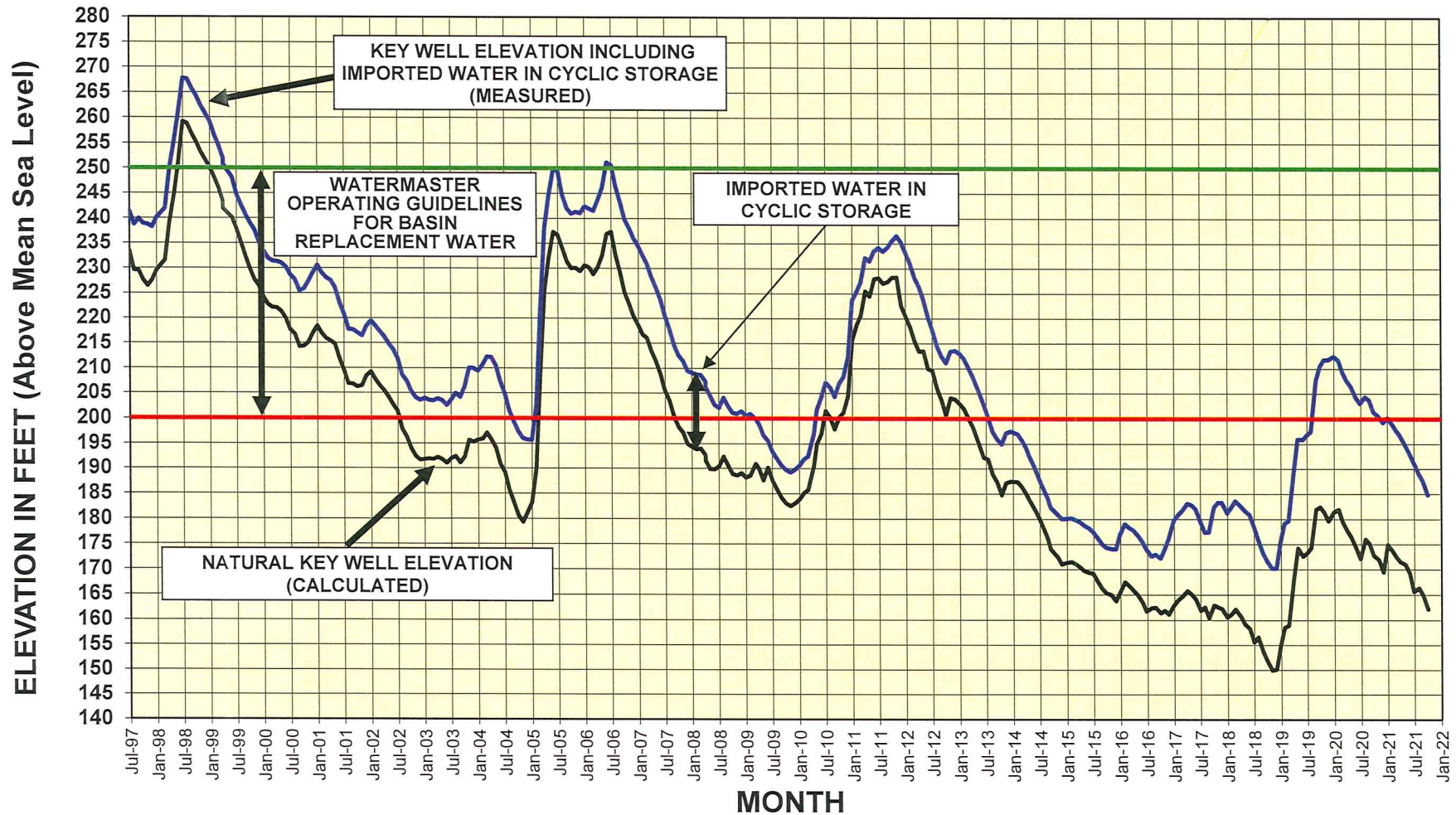
*Report of the Watermaster Engineer on Hydrologic Conditions – October 6, 2021 (continued)*

- Three Valleys District
  - ❖ During September 2021, Three Valleys District did not make deliveries through PM-26, USG-3 and to the San Gabriel Canyon.
- San Gabriel District
  - ❖ During September 2021, San Gabriel did not make deliveries to the San Gabriel Canyon and to the San Gabriel River.

 *Landfill Report*

- Watermaster staff toured the following landfills during the month of September 2021:
  - ❖ Azusa Land Reclamation
  - ❖ Peck Road
  - ❖ Arcadia Reclamation Inc. (formerly Nu Way – Arrow)
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

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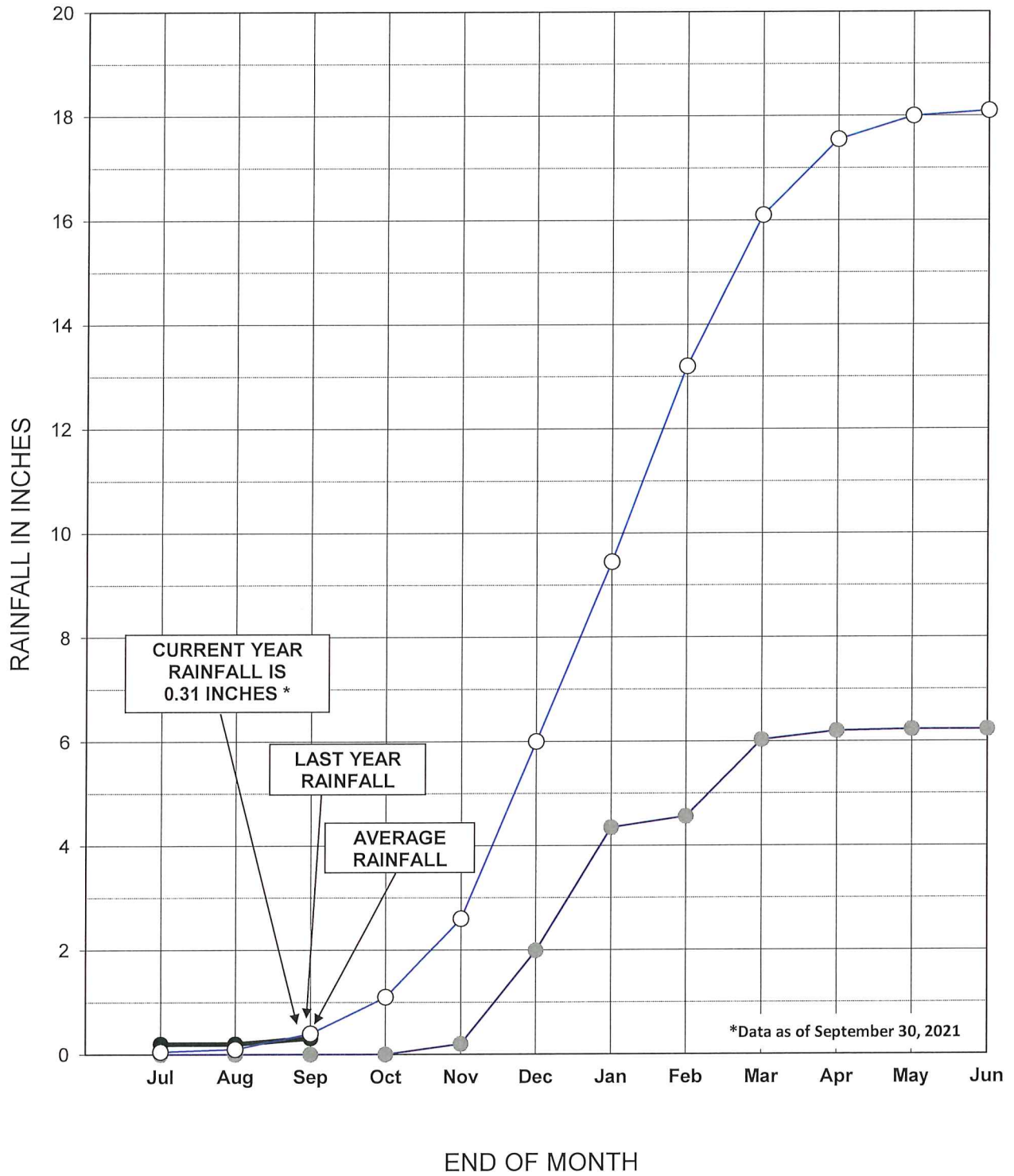


**MAIN SAN GABRIEL BASIN WATERMASTER**



**BALDWIN PARK KEY WELL  
GROUNDWATER ELEVATION**

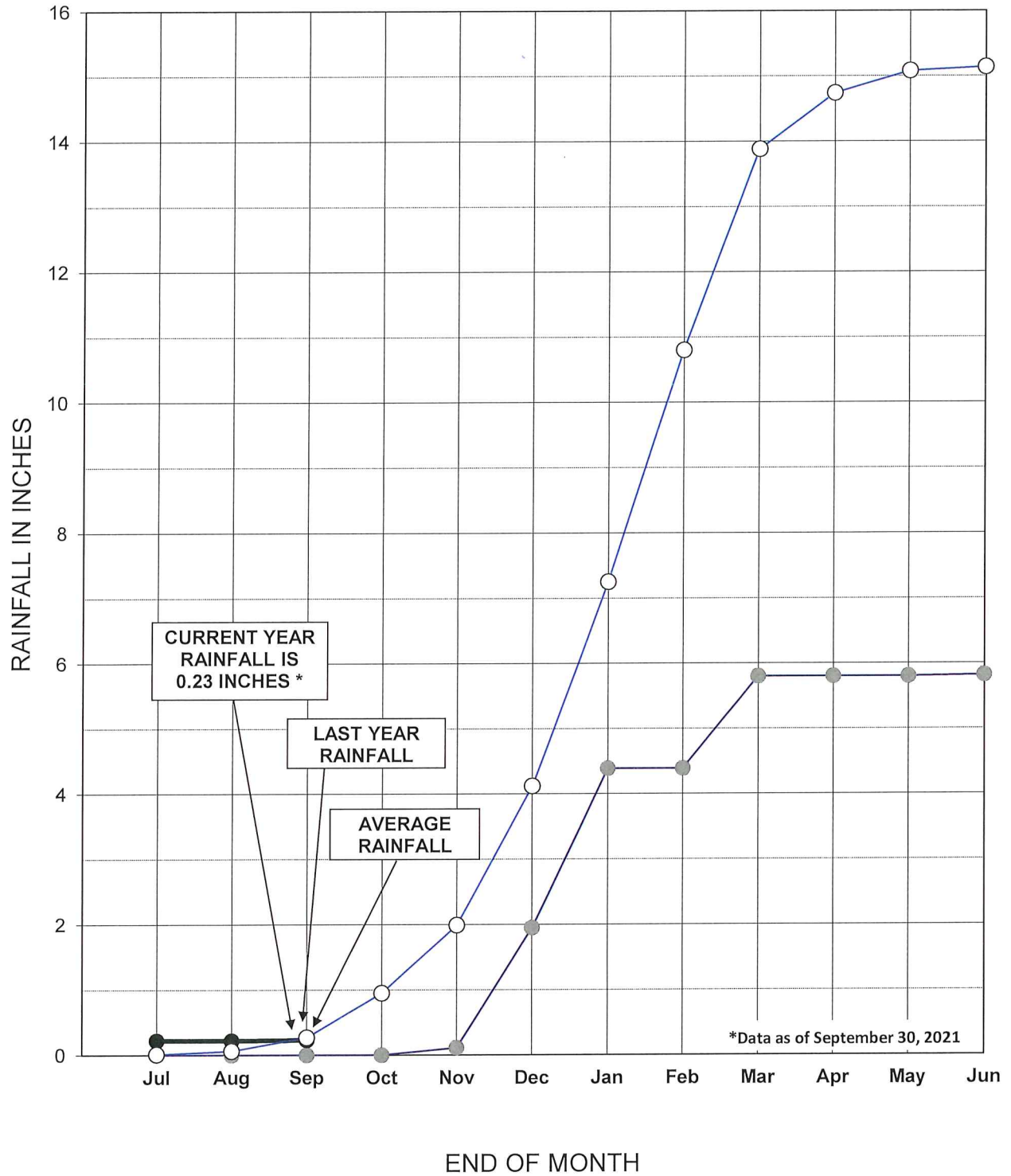




**STETSON ENGINEERS INC.**  
 Covina San Rafael Mesa, Arizona  
 WATER RESOURCE ENGINEERS

**MAIN SAN GABRIEL BASIN WATERMASTER**  
**ACCUMULATED RAINFALL**  
**AT PUDDINGSTONE DAM (STATION NO. 96-C)**





**STETSON ENGINEERS INC.**  
 Covina San Rafael Mesa, Arizona  
 WATER RESOURCE ENGINEERS

**MAIN SAN GABRIEL BASIN WATERMASTER**

**ACCUMULATED RAINFALL  
 AT LOS ANGELES CIVIC CENTER**

# Attachment 7

**LPVCWD**  
**Salary & Benefits Billing Summary**

*Sep-21*

Employee	No.	Hourly Rate (incl. payroll taxes)	OT Hourly (incl. payroll taxes)	Benefits per Hour (w/out PERS)	CalPERS per Hour	Wages, Benefits, & CalPERS Hourly
General Manager	40	\$ 96.20	N/A	\$ 18.79	\$ 7.91	\$ 122.90
Office Manager	9	\$ 59.61	N/A	\$ 21.10	\$ 12.42	\$ 93.13
Operations & Maintenance Superintendent	46	\$ 59.56	N/A	\$ 14.85	\$ 12.41	\$ 86.82
Lead Customer Service & Accounting Clerk	11	\$ 34.64	\$ 51.95	\$ 18.05	\$ 7.22	\$ 59.90
Customer Service & Accounting Clerk II	33	\$ 30.48	\$ 45.72	\$ 20.99	\$ 2.48	\$ 53.95
Customer Service & Accounting Clerk I	44	\$ 24.20	\$ 36.30	\$ 7.40	\$ 1.97	\$ 33.57
Customer Service & Accounting Clerk I	50	\$ 20.02	\$ 30.03	\$ 0.31	\$ -	\$ 20.34
Distribution Supervisor	7	\$ 50.40	\$ 75.60	\$ 20.05	\$ 10.50	\$ 80.96
Water Treatment & Supply Supervisor	12	\$ 56.47	\$ 84.71	\$ 24.72	\$ 11.77	\$ 92.97
Water System Maintenance Worker	49	\$ 27.33	\$ 41.00	\$ 11.17	\$ 2.22	\$ 40.72
Lead Water System Operator	15	\$ 45.79	\$ 68.68	\$ 23.48	\$ 9.54	\$ 78.81
Water System Operator I	48	\$ 31.19	\$ 46.79	\$ 11.47	\$ 2.54	\$ 45.20
Water System Operator I	22	\$ 34.23	\$ 51.35	\$ 21.95	\$ 7.13	\$ 63.31
Water System Operator I	31	\$ 34.16	\$ 51.24	\$ 22.18	\$ 7.12	\$ 63.46
Water System Operator II	38	\$ 41.69	\$ 62.54	\$ 20.84	\$ 3.39	\$ 65.92

*INDUSTRY PUBLIC UTILITIES COMMISSION*

ITEM NO. 6.4

## RESOLUTION NO. IPUC 2021-09

### A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

#### RECITALS

**WHEREAS**, the Industry Public Utilities Commission (“IPUC”) is committed to preserving and encouraging public access and participation in meetings of its legislative bodies; and

**WHEREAS**, all meetings of the legislative bodies of the IPUC are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and observe the legislative bodies conduct their business; and

**WHEREAS**, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

**WHEREAS**, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and

**WHEREAS**, Los Angeles County officials have recommended and imposed measures to promote social distancing; and

**WHEREAS**, as a consequence of the continued state of emergency, on October 14, 2021, the IPUC Board adopted Resolution No. IPUC 2021-08 finding and determining that the IPUC would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that the IPUC would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

**WHEREAS**, pursuant to the provisions of AB 361, the IPUC Board hereby finds and determines that the findings set forth in Resolution No. IPUC 2021-08 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

**NOW, THEREFORE, THE INDUSTRY PUBLIC UTILITIES COMMISSION DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1:** All of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The IPUC hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the IPUC authorizes staff to conduct remote teleconference meetings of the IPUC, under the provisions of Government Code §54953(e).

**SECTION 3:** The Public Utilities Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

**SECTION 4:** This Resolution shall take effect November 13, 2021 and shall be effective until the earlier of December 13, 2021, or such time as the Industry Public Utilities Commission adopts a subsequent resolution in accordance with Government Code §54953(e)(3) to extend the time during which the IPUC may continue to meet by teleconference.

**PASSED, APPROVED AND ADOPTED** by the Industry Public Utilities Commission at a special meeting held on November 18, 2021, by the following vote:

AYES:                    COMMISSIONER:

NOES:                    COMMISSIONER:

ABSTAIN:            COMMISSIONER:  
ABSENT:            COMMISSIONER:

\_\_\_\_\_  
Cory C. Moss, President

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Secretary