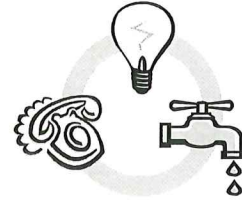


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



REGULAR MEETING AGENDA
FEBRUARY 10, 2022 8:30 A.M.

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



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

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: 754 773 103#. In accordance with Section 4 of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated July 30, 2021, and the State of California Health Officer Order dated January 5, 2022, 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, February 8, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**
- **Agenda Items:** Members of the public may address the Industry Public Utilities Commission on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda.
- **Public Comments (Non-Agenda Items Only):** Anyone wishing to address the IPUC on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the IPUC from taking action on a specific item unless it appears on the posted Agenda.

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 Secretary of the IPUC 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 Comments
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) request specific items be removed from the Consent Calendar for separate action.

- 5.1 Consideration of the Register of Demands for January 27, 2022

RECOMMENDED ACTION: Ratify the Register of Demands.

- 5.2 Consideration of the Register of Demands for February 10, 2022

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.

- 5.3 Consideration of the minutes of the January 13, 2022 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.4 Consideration of Resolution No. IPUC 2022-02 – 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 2022-02, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.

- 5.5 Consideration of Amendment No. 4 to the Master Power Purchase and Sale Agreement and Confirmation, with Calpine Energy Solutions, LLC, to update the Confirmation for Scheduling the Settlement Services Day Ahead Index Electricity, extending the Delivery Period through March 31, 2023, and updating the Schedule of Hourly Contract Quantities

RECOMMENDED ACTION: Approve the Amendment.

6. **BOARD MATTERS**

6.1 Industry Public Utilities Water Operations Quarterly Report (October-December 2021)

RECOMMENDED ACTION: *Receive and file the report.*

7. **PUBLIC UTILITIES DIRECTOR COMMENTS**

8. **AB 1234 REPORTS**

9. **COMMISSIONER COMMUNICATIONS**

10. Adjournment. The next regular Industry Public Utilities Commission Meeting is Thursday, March 10, 2022, at 8:30 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1

INDUSTRY PUBLIC UTILITIES COMMISSION
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting January 27, 2022

| <u>FUND</u> | <u>DESCRIPTION</u> | DISBURSEMENTS |
|-----------------|--------------------|---------------|
| 161 | IPUC - ELECTRIC | 50,596.69 |
| TOTAL ALL FUNDS | | 50,596.69 |

| <u>BANK</u> | <u>DESCRIPTION</u> | DISBURSEMENTS |
|-------------|-------------------------------|---------------|
| WFBK | IPUC ELECTRIC WELLS FARGO CHK | 50,596.69 |

APPROVED PER CITY MANAGER

**Industry Public Utilities Commission
Wells Fargo - Electric
January 27, 2022**

| Check | Date | | | Payee Name | Check Amount |
|--|-----------------|------------|--|---|--------------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | | | |
| 10923 | 01/12/2022 | | | FRONTIER | \$121.60 |
| | Invoice | Date | Description | Amount | |
| | 2022-00001157 | 12/19/2021 | 12/19-01/18/22 SVC - GS 21660 VALLEY BLVD | \$64.54 | |
| | 2022-00001158 | 12/22/2021 | 12/22-01/21/22 SVC - EM 21733 BAKER PKWY BLDG 21 | \$57.06 | |
| 10924 | 01/12/2022 | | | SO CALIFORNIA EDISON COMPANY | \$10,615.35 |
| | Invoice | Date | Description | Amount | |
| | 2022-00001154 | 01/03/2022 | 12/01-12/31/21 SVC - 208 S WADDINGHAM WAY | \$1,949.39 | |
| | 2022-00001155 | 01/03/2022 | 12/01-12/31/21 SVC - 747 ANAHEIM-PUENTE RD & 133 N | \$161.21 | |
| | 2022-00001156 | 01/03/2022 | 12/01-12/31/21 SVC - 208 S WADDINGHAM WAY | \$8,504.75 | |
| 10925 | 01/19/2022 | | | CALPINE ENERGY SOLUTIONS, LLC | \$4.80 |
| | Invoice | Date | Description | Amount | |
| | 213500015629333 | 12/16/2021 | WHOLESALE GAS - NOV 2021 | \$4.80 | |
| 10926 | 01/27/2022 | | | APPLIED METERING TECHNOLOGIES | \$5,755.00 |
| | Invoice | Date | Description | Amount | |
| | 6680 | 01/03/2022 | UTILITY OPERATIONS - DEC 2021 | \$5,755.00 | |
| 10927 | 01/27/2022 | | | ASTRUM UTILITY SERVICES, LLC | \$15,800.00 |
| | Invoice | Date | Description | Amount | |
| | 122101 | 01/03/2022 | CONSULTING FOR IPUC - DECEMBER 2021 | \$15,800.00 | |
| 10928 | 01/27/2022 | | | BRAUN BLAISING SMITH WYNNE, P.C. | \$781.59 |
| | Invoice | Date | Description | Amount | |
| | 20131 | 12/23/2021 | LEGAL SVC FOR IPUC | \$781.59 | |

Industry Public Utilities Commission
Wells Fargo - Electric
January 27, 2022

| Check | Date | | Payee Name | Check Amount |
|--|-----------------|------------|---|--------------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | | |
| 10929 | 01/27/2022 | | COUNTY OF LA - DEPT OF AGRICULTL | \$156.21 |
| | Invoice | Date | Description | Amount |
| | 220957A | 12/21/2021 | PEST CONTROL - WADDINGHAM POWER PLANT | \$156.21 |
| 10930 | 01/27/2022 | | ENCO UTILITY SERVICES | \$2,500.00 |
| | Invoice | Date | Description | Amount |
| | IPUC-2021-44565 | 01/04/2022 | CUSTOMER ACCT SVC - DEC 2021 | \$2,500.00 |
| 10931 | 01/27/2022 | | NV5, INC. | \$1,530.00 |
| | Invoice | Date | Description | Amount |
| | 249766 | 12/31/2021 | ON-CALL ELEC ENG SVC - NOV 2021 | \$1,530.00 |
| 10932 | 01/27/2022 | | PACIFIC UTILITY INSTALLATION | \$11,680.00 |
| | Invoice | Date | Description | Amount |
| | 25115 | 12/30/2021 | SUBSTATION MAINT | \$11,680.00 |
| 10933 | 01/27/2022 | | TPX COMMUNICATIONS | \$878.93 |
| | Invoice | Date | Description | Amount |
| | 151316313-0 | 12/23/2021 | INTERNET SVC - SUBSTATION | \$878.93 |
| 10934 | 01/27/2022 | | UNDERGROUND SERVICE ALERT OF S | \$56.20 |
| | Invoice | Date | Description | Amount |
| | 1220210154 | 01/01/2022 | DIG ALERTS | \$56.20 |
| 10935 | 01/27/2022 | | WALTERS WHOLESALE ELECTRIC CO | \$717.01 |
| | Invoice | Date | Description | Amount |
| | S119683566.001 | 12/27/2021 | ELECTRICAL SUPPLIES - MERSEN FUSE | \$673.38 |

Industry Public Utilities Commission
Wells Fargo - Electric
January 27, 2022

| Check | Date | Payee Name | Check Amount |
|---|------------|---------------------------------------|--------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | |
| S119684138.001 | 12/27/2021 | ELECTRICAL SUPPLIES - SCOTCHKOTE CANS | \$43.63 |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
| | Total | 13 | \$50,596.69 |

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting February 10, 2022

| <u>FUND</u> | <u>DESCRIPTION</u> | DISBURSEMENTS |
|-----------------|----------------------------------|---------------|
| 122 | IPU-ELECTRIC CAPITAL IMPROVEMENT | 1,922.50 |
| 123 | IPU-WATER CAPITAL IMPROVEMENT | 102,528.74 |
| 161 | IPUC ELECTRIC FUND | 306,923.50 |
| 560 | IPUC WATER FUND | 34,887.30 |
| TOTAL ALL FUNDS | | 446,262.04 |

| <u>BANK</u> | <u>DESCRIPTION</u> | DISBURSEMENTS |
|-----------------|---------------------------------|---------------|
| IPUCELEC.WF | IPUC ELECTRIC WELLS FARGO CKING | 308,846.00 |
| IPUC.CHK | IPUC WATER BOFA CKING | 137,416.04 |
| TOTAL ALL BANKS | | 446,262.04 |

APPROVED PER CITY MANAGER

Industry Public Utilities Commission

Wells Fargo Electric - Wire Transfers

February 10, 2022

| Check | Date | | | Payee Name | Check Amount |
|--|------------|------------|---|---------------------------|--------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | | | |
| WT116 | 12/23/2021 | | | INDUSTRY PUBLIC UTILITIES | \$9,583.92 |
| | Invoice | Date | Description | Amount | |
| | 12/23/2021 | 12/23/2021 | TRANSFER-PUBLIC BENEFIT CHARGES FOR DEC | \$9,583.92 | |
| WT117 | 01/24/2022 | | | INDUSTRY PUBLIC UTILITIES | \$9,950.26 |
| | Invoice | Date | Description | Amount | |
| | 1/24/2022 | 01/24/2022 | TRANSFER-PUBLIC BENEFIT CHARGES FOR NOV | \$9,950.26 | |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
| | Total | 2 | \$19,534.18 |

**Industry Public Utilities Commission
Wells Fargo - Electric
February 10, 2022**

| Check | Date | | | Payee Name | Check Amount |
|--|------------------|------------|--|----------------------------------|--------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | | | |
| 10936 | 01/25/2022 | | | CALIFORNIA DEPT OF TAX AND FEE A | \$2,889.00 |
| | Invoice | Date | Description | Amount | |
| | 10/1/21-12/31/21 | 01/25/2022 | ENERGY SURCHARGE TAX OCT-DEC 2021 | \$2,889.00 | |
| 10937 | 01/26/2022 | | | CALPINE ENERGY SOLUTIONS, LLC | \$4.80 |
| | Invoice | Date | Description | Amount | |
| | 220140015738135 | 01/14/2022 | WHOLESALE GAS - DEC 2021 | \$4.80 | |
| 10938 | 01/26/2022 | | | FRONTIER | \$3,006.69 |
| | Invoice | Date | Description | Amount | |
| | 2022-00001283 | 01/07/2022 | 01/07-02/06/22 SVC - GS 408 BREA CYN RD | \$33.17 | |
| | 2022-00001284 | 01/10/2022 | 01/10-02/09/22 SVC - GS 747 S ANAHEIM PUENTE RD | \$180.54 | |
| | 2022-00001285 | 01/01/2022 | 01/01-01/31/22 SVC - GS 21700 VALLEY BLVD | \$60.39 | |
| | 2022-00001286 | 01/01/2022 | 01/01-01/31/22 SVC - GS 21650 VALLEY BLVD | \$65.64 | |
| | 2022-00001287 | 01/01/2022 | 01/01-01/31/22 SVC - VARIOUS GENERATOR SITES | \$1,439.43 | |
| | 2022-00001292 | 01/04/2022 | 01/04-02/03/22 SVC - GS 21620 VALLEY BLVD | \$60.39 | |
| | 2022-00001293 | 01/10/2022 | 01/10-02/09/22 SVC - EM 21808 GARCIA LN | \$74.59 | |
| | 2022-00001294 | 01/10/2022 | 01/10-02/09/22 SVC - GS 21640 VALLEY BLVD | \$56.59 | |
| | 2022-00001295 | 01/10/2022 | 01/10-02/09/22 SVC - EM 21508 BAKER PKWY BLDG 22 | \$56.59 | |
| | 2022-00001296 | 01/09/2022 | 01/09-02/08/22 SVC - EM 208 WADDINGHAM WAY | \$904.77 | |
| | 2022-00001297 | 01/04/2022 | 01/04-02/03/22 SVC - EM 21858 GARCIA LN | \$74.59 | |
| 10939 | 02/02/2022 | | | CALPINE ENERGY SOLUTIONS, LLC | \$98,241.66 |
| | Invoice | Date | Description | Amount | |
| | 220270015819768 | 01/27/2022 | WHOLESALE USE - DEC 2021 | \$98,241.66 | |
| 10940 | 02/02/2022 | | | FRONTIER | \$370.39 |

Industry Public Utilities Commission
Wells Fargo - Electric
February 10, 2022

| Check | Date | | Payee Name | Check Amount |
|--|---------------|------------|--|---------------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | | |
| | Invoice | Date | Description | Amount |
| | 2022-00001333 | 01/19/2022 | 01/19-02/18/22 SVC - EM 21415 BAKER PKWY | \$56.59 |
| | 2022-00001334 | 01/19/2022 | 01/19-02/18/22 SVC - EM 21438 BAKER PKWY BLDG 25 | \$65.64 |
| | 2022-00001356 | 01/22/2022 | 01/22-02/21/22 SVC - EM 21733 BAKER PKWY BLDG 21 | \$56.59 |
| | 2022-00001357 | 01/22/2022 | 01/22-02/21/22 SVC - GS 21858 VALLEY BLVD | \$60.39 |
| | 2022-00001358 | 01/25/2022 | 01/25-02/24/22 SVC - EM 21535 BAKER PKWY BLDG 20 | \$56.59 |
| | 2022-00001359 | 01/25/2022 | 01/25-02/24/22 SVC - EM 21760 GARCIA LN | \$74.59 |
| 10941 | 02/02/2022 | | SOUTHERN CALIFORNIA EDISON | \$11,154.88 |
| | Invoice | Date | Description | Amount |
| | 7501333732 | 01/25/2022 | 12/01-12/31/21 SVC - 208 S WADDINGHAM WAY | \$8,266.71 |
| | 7501333721 | 01/25/2022 | 12/01-12/31/21 SVC - 745 ANAHEIM-PUENTE RD | \$1,027.46 |
| | 7501333731 | 01/25/2022 | 12/01-12/31/21 SVC - 133 N AZUSA AVE | \$1,860.71 |
| 10942 | 02/10/2022 | | APPLIED METERING TECHNOLOGIES | \$4,090.00 |
| | Invoice | Date | Description | Amount |
| | 6686 | 01/14/2022 | UTILITY OPERATIONS - JAN 2022 | \$3,490.00 |
| | 6689 | 01/26/2022 | UTILITY OPERATIONS - JAN 2022 | \$600.00 |
| 10943 | 02/10/2022 | | CNC ENGINEERING | \$12,640.00 |
| | Invoice | Date | Description | Amount |
| | 504661 | 01/27/2022 | ELECTRICAL CAPITAL IMPROVEMENTS - INDUSTRY BL | \$810.00 |
| | 504663 | 01/27/2022 | REMOTE MONITORING - WADDINGHAM SUBSTATION | \$1,842.50 |
| | 504664 | 01/27/2022 | CITY ELECTRICAL FACILITIES | \$8,065.00 |
| | 504662 | 01/27/2022 | AUTOMATIC METER READING | \$1,922.50 |
| 10944 | 02/10/2022 | | NEXTERA ENERGY MARKETING, LLC | \$137,937.60 |

**Industry Public Utilities Commission
Wells Fargo - Electric
February 10, 2022**

| Check | Date | | Payee Name | Check Amount |
|--|------------|------------|---|--------------------|
| IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK | | | | |
| | Invoice | Date | Description | Amount |
| | 691387 | 02/02/2022 | WHOLESALE USE - JAN 2022 | \$137,937.60 |
| 10945 | 02/10/2022 | | PACIFIC UTILITY INSTALLATION | \$15,260.00 |
| | Invoice | Date | Description | Amount |
| | 25132 | 12/30/2021 | SUBSTATION MAINT | \$4,210.00 |
| | 25131 | 12/30/2021 | SUBSTATION MAINT | \$4,200.00 |
| | 25133 | 12/30/2021 | SUBSTATION MAINT | \$1,440.00 |
| | 25142 | 12/30/2021 | UTILITY OPERATIONS & SVCS | \$1,660.00 |
| | 25144 | 12/30/2021 | UTILITY OPERATIONS & SVCS | \$1,260.00 |
| | 25143 | 12/30/2021 | UTILITY OPERATIONS & SVCS | \$2,490.00 |
| 10946 | 02/10/2022 | | POWER ENGINEERS INCORPORATED | \$3,716.80 |
| | Invoice | Date | Description | Amount |
| | 447341 | 01/17/2022 | REMOTE MONITORING - WADDINGHAM SUBSTATION | \$3,716.80 |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
| | Total | 11 | \$289,311.82 |

Industry Public Utilities Commission
Bank of America - Water
February 10, 2022

| Check | Date | | | Payee Name | Check Amount |
|--|------------------|------------|--|---|--------------|
| IPUC.CHK - IPUC Water BofA Checking | | | | | |
| 40563 | 01/19/2022 | | | SO CALIFORNIA EDISON COMPANY | \$12,227.30 |
| | Invoice | Date | Description | Amount | |
| | 2022-00001217 | 01/05/2022 | 12/01-12/29/21 SVC - 1991 WORKMANMILL U | \$12,227.30 | |
| 40564 | 01/27/2022 | | | INDUSTRY PUBLIC UTILITIES COMMIS | \$20,000.00 |
| | Invoice | Date | Description | Amount | |
| | JAN-22 | 01/27/2022 | TRANSFER FROM IPUC WATER TO IPUC ELEC TO COV | \$20,000.00 | |
| 40565 | 02/10/2022 | | | CNC ENGINEERING | \$6,570.00 |
| | Invoice | Date | Description | Amount | |
| | 504668 | 01/27/2022 | CIWS MANAGEMENT & OPERATION - PUENTE BASIN W | \$660.00 | |
| | 504665 | 01/27/2022 | STARHILL LN & 3RD AVE WATERLINE IMPROVMENTS | \$525.00 | |
| | 504666 | 01/27/2022 | 4TH AVÉ & TRAILSIDE WATERLINE IMPROVEMENTS | \$3,472.50 | |
| | 504403 | 01/04/2022 | LOMITAS GENERATOR | \$220.00 | |
| | 504667 | 01/27/2022 | LOMITAS GENERATOR | \$1,692.50 | |
| 40566 | 02/10/2022 | | | INDUSTRY PUBLIC UTILITIES COMMIS | \$2,000.00 |
| | Invoice | Date | Description | Amount | |
| | FEB-22 | 01/26/2022 | REPLENISH PAYROLL ACCOUNT FOR FEBRUARY 2022 | \$2,000.00 | |
| 40567 | 02/10/2022 | | | LOS ANGELES COUNTY PUBLIC WOR | \$431.86 |
| | Invoice | Date | Description | Amount | |
| | RE-PW21120603178 | 12/06/2021 | REVIEW PLANS/PERMIT FOR WATERLINE PROJECT | \$293.20 | |
| | RE-PW22011003851 | 01/10/2022 | REVIEW PLANS FOR WATERLINE PROJECT | \$138.66 | |
| 40568 | 02/10/2022 | | | T. E. ROBERTS, INC. | \$96,186.88 |
| | Invoice | Date | Description | Amount | |

**Industry Public Utilities Commission
Bank of America - Water
February 10, 2022**

| Check | Date | Payee Name | Check Amount |
|--|------------|--|--------------|
| IPUC.CHK - IPUC Water BofA Checking | | | |
| #4-IPU-0008 | 02/01/2022 | 3RD AVE, STARHILL, DON JULIAN, & BASETDALE WATE | \$66,972.68 |
| #5RET-IPU-0008 | 02/01/2022 | RETEN - 3RD AVE, STARHILL, DON JULIAN, & BASETDA | \$32,562.84 |

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
| | Total | 6 | \$137,416.04 |

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2022
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:31 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number 657-204-3264, Conference ID: 172 576 117#.

FLAG SALUTE

The flag salute was led by President Moss.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Cathy Marcucci, Commissioner - Telephonically
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant City Manager; James M. Casso, General Counsel; and Julie Robles, Secretary.

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 23, 2021

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 13, 2022

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.*

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2022
PAGE 2

5.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH AKM CONSULTING ENGINEERS TO PROVIDE ENGINEERING SERVICES FOR THE INDUSTRY HILLS RECYCLED WATER SYSTEM, IN AN AMOUNT NOT-TO-EXCEED \$30,000.00, THROUGH NOVEMBER 1, 2022 (MP 02-14 #1)

RECOMMENDED ACTION: *Approve the Agreement.*

5.4 CONSIDERATION OF RESOLUTION NO. IPUC 2022-01 – 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 2022-01, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.*

MOTION BY COMMISSIONER GREUBEL, AND SECOND BY COMMISSIONER RADECKI TO APPROVE THE CONSENT CALENDAR AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

| | | |
|----------|----------------|--|
| AYES: | COMMISSIONERS: | GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS |
| NOES: | COMMISSIONERS: | NONE |
| ABSENT: | COMMISSIONERS: | NONE |
| ABSTAIN: | COMMISSIONERS: | NONE |

BOARD MATTERS

6.1 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: *Receive and file the report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

The report was received and filed without objection. No vote was necessary.

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 13, 2022
PAGE 3

EXECUTIVE DIRECTOR REPORTS

Executive Director Josh Nelson spoke about what was coming up. The City had previously signed a four-part agreement with Victorville and Corona regarding reactivating some wind power generators. Earlier generations are now retired, and the state is requiring re-construction with new modern technology. Plan on this October in taking a tour of the plant.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

Mayor Moss wished everyone a Happy New Year and welcome back.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:35 a.m.

CORY C. MOSS
PRESIDENT

JULIE ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4

RESOLUTION NO. IPUC 2022-02

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 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 requiring masks for all regardless of vaccination status in an effort to slow the continuously high levels of transmission of COVID-19 throughout the State and Los Angeles County; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least 6 feet from others outside the household; and

WHEREAS, due to the rise in COVID-19 cases caused by the Omicron variant, the IPUC is concerned about the health and safety of all individuals of the public who attend public meetings; and

WHEREAS, as a consequence of the continued state of emergency, on October 14, 2021, the IPUC Board adopted Resolution No. IPUC 2021-08, and on November 13, 2021, the Board adopted Resolution No. IPUC 2021-09, and on December 13, 2021, Resolution No. IPUC 2021-10, and on January 12, 2022, Resolution No. IPUC 2022-01, 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 2022-01 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 February 11, 2022, and shall be effective until the earlier of March 13, 2022, 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 regular meeting held on February 10, 2022, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSTAIN: COMMISSIONER:

ABSENT: COMMISSIONER:

Cory C. Moss, President

ATTEST:

Julie Robles, Secretary

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5



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: February 10, 2022

SUBJECT: Consideration of Amendment No. 4 to the Master Power Purchase and Sale Agreement and Confirmation, with Calpine Energy Solutions, LLC, to update the Confirmation for Scheduling and Settlement Services Day Ahead Index Electricity, extending the Delivery Period through March 31, 2023, and updating the Schedule of Hourly Contract Quantities

Background:

On March 30, 2018, the Commission approved a Master Power Purchase and Sale Agreement (“Agreement”) with Calpine Energy Solutions, LLC, (“Calpine”). Calpine is a CAISO-certified scheduling coordinator and acts as the duly authorized agent of the Commission to schedule the forecasted power to meet its customer requirements. Its work includes the real-time scheduling of electric energy, dispatching and energy accounting services. The Agreement also included a “Confirmation for Scheduling & Settlement Services Day Ahead Index Electricity” (“Confirmation”) document which supplements the Agreement.

On March 28, 2019, the Commission approved Amendment No. 1 to the Agreement amending the Confirmation’s table of the forecasted hourly customer requirements (the Schedule of Hourly Contract Quantities) from March 29, 2018 to March 7, 2019. On March 12, 2020, the Commission approved Amendment No. 2 to Master Power Purchase and Sale Agreement and Confirmation with Calpine Energy Solutions, LLC to change the End Date of the Delivery Period of the Confirmation from March 31, 2020 to March 31, 2021 and update the “Schedule of Hourly Contract Quantities” dated March 7, 2019 with the February 5, 2020.

On March 11, 2021, the Commission approved Amendment No. 3 to Master Power Purchase and Sale Agreement and Confirmation with Calpine Energy Solutions, LLC to change the End Date of the Delivery Period of the Confirmation from March 31, 2021 to March 31, 2022, and update the “Schedule of Hourly Contract Quantities” dated February 5, 2020 with the February 5, 2021 Schedule.

Discussion:

Within the Confirmation document is a delivery period. This period is essentially the term of the Confirmation. The Confirmation is set to expire on March 31, 2022. Amendment No. 4 to the Agreement is necessary to amend the end date of the Confirmation and extend the Delivery Period through March 31, 2023, in order to allow Calpine to continue providing the Scheduling Coordinator Services and Settlement Services.

Fiscal Impact:

In the 2021-2022 Fiscal Year Budget, \$2,400,000 was budgeted for Electric Power Purchase under Account No. 161-300-6414. Calpine's monthly fee of \$3,000.00 remains the same. No appropriations are required.

Recommendation:

It is recommended that the Commission approve Amendment No. 4 to the Agreement with Calpine.

Exhibit:

Amendment No. 4 to the Master Power Purchase and Sales Agreement with Calpine Energy Solutions, LLC., dated February 10, 2022

TH/JN/DB:jf

EXHIBIT A

Amendment No. 4 to Master Power Purchase and Sale Agreement with Calpine Energy Solutions LLC, dated February 10, 2022

[Attached]

**AMENDMENT NO. 4
TO MASTER POWER PURCHASE AND SALE AGREEMENT
BETWEEN
INDUSTRY PUBLIC UTILITIES AND
CALPINE ENERGY SOLUTIONS, LLC**

This Amendment No. 4 (“Amendment”) to the Master Power Purchase and Sale Agreement (“Agreement”) is made and entered into this 10th day of February, 2022 (“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 Calpine Energy Solutions, LLC (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 30, 2018, the IPU approved under the Agreement that certain Confirmation for Scheduling & Settlement Services and Day Ahead Index Electricity (the “Confirmation”), under which Consultant sells electric energy to IPU and performs certain scheduling coordinator services and settlement services for IPU; and

WHEREAS, on or about March 28, 2019, the IPU approved Amendment No. 1 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated March 29, 2018, with the “Schedule of Hourly Contract Quantities” dated March 7, 2019; and

WHEREAS, on or about March 12, 2020, the IPU approved Amendment No. 2 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated March 7, 2019, with the “Schedule of Hourly Contract Quantities” dated February 5, 2020, and extended the Delivery Period of the Confirmation through March 31, 2021; and

WHEREAS, on or about March 11, 2021, the IPU approved Amendment No. 3 to the Agreement to replace the “Schedule of Hourly Contract Quantities” dated February 5, 2020, with the “Schedule of Hourly Contract Quantities” dated February 5, 2021, and extended the Delivery Period of the Confirmation through March 31, 2022; and

WHEREAS, the Confirmation expires on March 31, 2022, and an amendment is necessary to extend the Delivery Period of the Confirmation through March 31, 2023, in order for Consultant to continue providing the Scheduling Coordinator Services and Settlement Services; and

WHEREAS, the Parties desire to update the “Schedule of Hourly Contract Quantities” dated February 5, 2021, with the “Schedule of Hourly Contract Quantities” dated January 13, 2022, attached hereto as Exhibit B, to reflect IPU’s current forecasted electricity requirements for the extension of the Delivery Period of the Confirmation from April 1, 2022, through March 31, 2023; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment 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 as Exhibit A and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided:

1. Section 2 of the Confirmation is amended by changing the End Date from “March 31, 2022” to “March 31, 2023.”
2. The Confirmation is further amended by replacing the “Schedule of Hourly Contract Quantities – Schedule Date: February 5, 2021” with the “Schedule of Hourly Contract Quantities – Schedule Date: January 13, 2022” attached to this Amendment as Exhibit B, provided that the “Schedule of Hourly Contract Quantities – Schedule Date: January 13, 2022” shall be applicable only from April 1, 2022, through March 31, 2023.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

**“IPU”
INDUSTRY PUBLIC UTILITIES
COMMISSION**

**“CONSULTANT”
CALPINE ENERGY SOLUTIONS, LLC**

By: _____

Cory C. Moss, President

By: _____

Sean Fallmer
Senior Vice President
Supply and Structuring, Retail

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

EXHIBIT A TO AMENDMENT NO. 4:

MASTER POWER PURCHASE AND SALE AGREEMENT BETWEEN INDUSTRY PUBLIC UTILITIES AND CALPINE ENERGY SOLUTIONS, LLC DATED MARCH 30, 2018

**MASTER POWER PURCHASE AND SALE AGREEMENT
COVER SHEET**

This *Master Power Purchase and Sale Agreement* ("Master Agreement") is made as of the following date: March 30, 2018 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Calpine Energy Solutions, LLC ("Calpine" or "Party A") Industry Public Utilities Commission ("IPUC" or "Party B")

All Notices:

Street: 401 West A Street, Suite 500

City: San Diego, CA Zip: 92101

Attn: Contract Administration

Facsimile: (619) 684-8251

CSContracts@calpinesolutions.com

Duns: 96-825-4276

Federal Tax ID Number: 77-0212977

All Notices:

Street: 15625 E. Stafford

City: City of Industry Zip: 91744

Attn: Contract Administration

Phone: 626-333-2211

Facsimile: 626-961-6795

Duns: 07-88-24471

Federal Tax ID Number: 95-6006023

Invoices:

Attn: Wholesale Settlements

Phone: (619) 684-8268

Facsimile: (619) 684-8380

Email: wholesalesettlements@calpinesolutions.com

Invoices:

Attn: Accounts Payable

Phone: 626-333-2211

Facsimile: 626-961-6795

Email: coiap@cityofindustry.org

Confirmations:

Attn: Confirmations

Phone: (619) 684-8205

Facsimile: (866) 565-8450

Email: CSConfirmations@calpinesolutions.com

Confirmations:

Attn: Industry Public Utilities Commission

Phone: 626-498-2494

Facsimile: 626-961-6795

Scheduling:

Attn: Industry Public Utilities Commission

Phone: 626-498-2494

Facsimile: 626-961-6795

Scheduling:

Attn: Energy Commodity Operations

Phone: (619) 684-8184

Facsimile: (619) 684-8365

Email: CSPowerScheduling@calpinesolutions.com

Payments:

Attn: Wholesale Settlements

Phone: (619) 684-8268

Facsimile: (619) 684-8380

Email: wholesalesettlements@calpinesolutions.com

Payments:

Attn: Industry Public Utilities Commission

Phone: 626-498-2494

Facsimile: 626-961-6795

Wire Transfer:

BNK: JPMorgan Chase Bank, N.A.

ABA: 021000021

ACCT: 496581302

Wire Transfer:

BNK: Wells Fargo Bank, N.A

ABA: 121000248

ACCT: 3418109702

Credit and Collections:

Attn: Credit Risk

Phone: (619) 684-8284

Email (Notice): CSCreditRisk@calpinesolutions.com

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Legal Department

Facsimile: (619) 684-8350

Email: CSLegal@calpinesolutions.com

Credit and Collections:

Attn: Susan Paragas, Director of Finance

Phone: 626-333-2211, Ext. 120

Facsimile: 626-961-6795

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Susan Paragas, Director of Finance

Phone: 626-333-2211, Ext. 120

Facsimile: 626-961-6795

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff Tariff: FERC Dated: Feb. 15, 2017 Docket Number: ER17-696-000

Party B Tariff Tariff: _____ Dated: _____ Docket Number: _____

Article Two

Transaction Terms and Conditions Optional provision in Section 2.4. If not checked, inapplicable.

Article Four

Remedies for Failure to Deliver or Receive Accelerated Payment of Damages. If not checked, inapplicable.

Article Five

Events of Default; Remedies

Cross Default for Party A:

Party A: Cross Default Amount: _____

Other Entity: Calpine Corporation Cross Default Amount: \$100,000,000.00

Cross Default for Party B:

Party B: Cross Default Amount: _____

Other Entity: Cross Default Amount: _____

5.6 Closeout Setoff

Option A (Applicable if no other selection is made.)

Option B - Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: _____

Option C (No Setoff)

Article Eight

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

Option A

Option B Specify: _____

Option C Specify: _____

(b) Credit Assurances:

Not Applicable

Applicable

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(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, the provisions of Section 8.1 (c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party B if Party B's Guarantor's Credit Rating falls below _____ from S&P and _____ from Moody's or if Party B's Guarantor is not rated by either S&P or Moody's
- Other:
Specify:

(e) Guarantor for Party B:

Guarantee Amount: _____

8.2 Party B Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: Calpine Corporation
- Option C Specify: as available

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, the provisions of Section 8.2 (c) of the Agreement shall be replaced by the provisions of the Collateral Annex attached hereto.

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Guarantor's Credit Rating falls below ____ from S&P and ____ from Moody's or if Party A's Guarantor is not rated by either S&P or Moody's
- Other:

Specify:

(e) Guarantor for Party A: Not Applicable.

Guarantee Amount: _____

Article Ten

Confidentiality

Confidentiality Applicable If not checked, inapplicable.

Schedule M

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

Other Changes: Specify, if Any: See "Other Changes" Attached Hereto

**“OTHER CHANGES” TO EEI STANDARDIZED
MASTER POWER PURCHASE AND SALE AGREEMENT**

ARTICLE ONE: GENERAL DEFINITIONS

Section 1.27 is amended by deleting the word “transferable” in the first line and inserting the following after the last sentence:

“The value of the Letter of Credit shall be its principal amount (the “Value”), provided that if the Letter of Credit expires within thirty days after the date its Value is being determined, its Value shall be zero. Notwithstanding Article 8, the Secured Party need not return a Letter of Credit unless the entire principal amount is required to be returned. If a Party has delivered more than one form of Performance Assurance to the Secured Party, when a return of Performance Assurance is to be made, the Secured Party may elect which form to transfer.”

Section 1.50 is amended by deleting the words “Section 2.4” and replacing them with the words “Section 2.5”.

Section 1.51 is amended by deleting the phrase “at Buyer's option” from the fifth line and replacing it with the phrase “absent a purchase”.

Section 1.53 is amended by deleting the phrase “at Seller's option” from the fifth line and replacing it with the phrase “absent a sale”.

ARTICLE TWO: TRANSACTIONS TERMS AND CONDITIONS

Section 2.1 is amended by deleting the words “orally or, if expressly required by either Party with respect to a particular Transaction,” in the second line.

Section 2.4 is amended by deleting the words “either orally or” in the seventh line.

Section 2.5 is deleted in its entirety.

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

Section 8.3 is amended by inserting the following at the end:

“All cash collateral shall bear interest calculated on a daily basis at overnight LIBID as from time to time in effect (as reported on Telerate), with the net amount of interest accrued monthly being payable on the third Business Day of the following month. Each Party shall have the free and unrestricted right to use and dispose of all cash collateral which it holds, subject only to its obligations to return such collateral if and when so required under this Agreement.”

ARTICLE TEN: MISCELLANEOUS

Section 10.2(viii) is amended by inserting the following after “doing,” in the seventh line:

“nor is it relying on any unique or special expertise of the other Party and it is not in any special relationship of trust or confidence with respect to the other Party,”

Section 10.6 is amended by inserting the following at the end:

"EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN CALIFORNIA FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

Section 10.9 is amended by (i) deleting the words "and during normal working hours" in the first and second lines, (ii) inserting the words "copies of" after the word "examine" in the second line, and (iii) deleting the words "twelve (12) months" in the ninth line and replacing them with the words "twenty-four (24) months".

The following is added as Section 10.12:

"10.12 Standard of Review/Modifications.

(a) Absent the prior mutual written agreement of all parties to the contrary, the standard of review for any proposed changes to the rates, terms, and/or conditions of service of this Agreement or any Transaction entered into thereunder, whether proposed by a Party, a non-party or FERC acting *sua sponte*, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956).

(b) Without limiting the generality of subsection (a), the rates, terms, and/or conditions of service specified in this Agreement or any Transaction entered into thereunder shall remain in effect for the entire term of the Agreement and shall not be subject to either prospective or retroactive revision through application or complaint to FERC pursuant to sections 205, 206, or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent the prior written agreement of all Parties hereto."

The following is added as Section 10.13:

"10.13 Insurance. Without limiting Party A's indemnification obligations to Party B under the Agreement, Party A shall obtain, provide and maintain, at its own expense, policies of insurance as described below."

(a) **General liability insurance.** Party A 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.

(b) **Automobile liability insurance.** Party A 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 Party A arising out of or in connection with services 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.

(c) **Professional liability (errors & omissions) insurance.** Party A 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. Party A agrees to maintain continuous coverage through a period no less than three years after the termination of this Agreement.

(d) **Workers' compensation insurance.** Party A shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00). Party A shall submit to Party B, along with the certificate of insurance, a Waiver of

Subrogation blanket endorsement in favor of Party B and its elected or appointed officers, agents, officials, employees, volunteers, and attorneys (collectively, the "Indemnified Parties").

(e) **Proof of insurance.** Party A shall provide certificates of insurance to Party B 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 Party B's Risk Manager prior to providing any services. Current certification of insurance shall be kept on file with Party B.

(f) **Duration of coverage.** Party A shall procure and maintain 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 Party A or its agents, representatives, employees, vendors, subcontractors, and/or subconsultants.

(g) **Primary/noncontributing.** Coverage provided by Party A shall be primary, and any insurance or self-insurance procured or maintained by Party B 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 Party B and the Indemnified Parties before Party B's or any Indemnified Parties' own insurance or self-insurance shall be called upon to protect it as a named insured.

(h) **Party B'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 immediately replaced, Party B has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Party B will be promptly reimbursed by Party A, or Party B will withhold amounts sufficient to pay premium from Party A payments. In the alternative, Party B may cancel this Agreement.

(i) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the California 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 Party B's Risk Manager.

(j) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed (by blanket endorsement or otherwise) to waive subrogation against Party B and the Indemnified Parties or shall specifically allow Party A or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Party A hereby waives its own right of recovery against Party B and the Indemnified Parties and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(k) **Enforcement of contract provisions (non estoppel).** Party A acknowledges and agrees that any actual or alleged failure on the part of Party B to inform Party A of non-compliance with any requirement imposes no additional obligations on Party B, nor does it waive any rights hereunder or excuse any of Party A's obligations.

(l) **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.

(m) **Notice of cancellation.** Party A agrees to cause its insurance agent or broker and insurers to provide to Party B with a thirty (30) day prior notice of cancellation (except for nonpayment of premium) or nonrenewal of coverage for each required coverage.

(n) **Additional insured status.** General liability policies shall provide or be endorsed to provide that Party B and the Indemnified Parties shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

(o) **Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Party A'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.

(p) **Pass Through Clause.** Party A agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in discharging Party A's obligations under this Agreement and/or providing the services provide insurance coverage that is reasonable and customary for the scope of services. Party A 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. Party A agrees that, upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Party B for review.

(q) **Party B's right to revise specifications.** Party B reserves the right at any time prior to termination of the Agreement to make reasonable requests to change the amounts and types of insurance required by giving Party A ninety (90) days' advance written notice of such change. If such change results in substantial additional cost to Party A, Party B and Party A may renegotiate the allocation of the marginal cost of such changed insurance.

(r) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by Party B in writing. Party B 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 Party B in writing.

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

(t) **Additional insurance.** Party A 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, provision of the services, and compliance with its obligations under this Agreement."

The following is added as Section 10.14:

"10.14 Independent Consultant.

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

(b) No employee benefits shall be available to Party A in connection with the performance of this Agreement. Party B shall only pay Party A pursuant to the terms and conditions set forth in each Confirmation and shall not, under any circumstances, pay any salaries, wages, or other

Version 2.1 (modified 4/25/00)

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compensation to Party A or any of its officers, employees, vendors, agents, and/or subcontractors. Party B shall not be liable for compensation or indemnification to Party A for death, injury, or sickness of its officers, employees, vendors, agents, and/or subcontractors arising out of performing services under the Agreement.”

The following is added as Section 10.15:

“10.15 Legal Responsibilities. Party A 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 services under the Agreement. Party A shall at all times observe and comply with all such laws and regulations. Neither Party B nor any of its officers and employees shall be liable at law or in equity occasioned by failure of Party A to comply with this Section 10.15.”

The following is added as Section 10.16:

“10.16 Undue Influence. Party A represents and warrants that no undue influence or pressure was used against or in concert with any officer or employee of Party B 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 Party B has or will receive compensation, directly or indirectly, from Party A, or from any officer, employee or agent of Party A, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section 10.16 shall be a material breach of this Agreement entitling Party B to any and all remedies available at law or in equity.”

The following is added as Section 10.17:

“10.17 No Benefit to Arise to Local Officers and Employees. No member, officer, or employee of Party B, or its designees or agents, and no public official who exercises authority over or responsibilities with respect to the services and/or this Agreement 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 the services performed under this Agreement.”

SCHEDULE M

Section D is amended as follows:

The first paragraph shall be deleted and replaced with the following:

“Section 3.4 Public Power System’s Deliveries. Upon Party A’s request Governmental Entity or Public Power System shall provide the other Party hereto (i) certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Governmental Entity or Public Power System of this Master Agreement and (ii) an opinion of counsel for Governmental Entity or Public Power System, in form and substance reasonably satisfactory to the Other Party, regarding the validity, binding effect and enforceability of this Master Agreement against Governmental Entity or Public Power System in respect of the Act and all other relevant constitutional organic or other governing documents and applicable law.”

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

pg

Calpine Energy Solutions, LLC
By: [Signature]
Name: James M. Wood
Title: President
Date: _____

Industry Public Utilities Commission
By: [Signature]
Name: Mark D. Radecki
Title: Mayor
Date: March 30, 2018

DISCLAIMER: This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting therefrom. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

Confirmation for Scheduling & Settlement Services and Day Ahead Index Electricity

| | |
|------------------------------|--|
| <i>For Seller's Use Only</i> | |
| Trade Date | |
| Seller's ID | |

Reference:
MASTER POWER PURCHASE AND SALE AGREEMENT
 Between Calpine Energy Solutions, LLC ("Seller")
 And Industry Public Utilities Commission ("Buyer")
 As of March 30, 2018 ("Effective Date")
 Confirmation Date: March 30, 2018

This Confirmation ("Confirmation") supplements the Master Power Purchase and Sale Agreement referred to above (the "Agreement"). The Parties hereby agree to the price arrangement, terms and conditions identified below. Capitalized terms not otherwise defined in this Confirmation shall have their meanings set forth elsewhere in the Agreement, including its exhibits, schedules and any written supplements thereto, the Party B Tariff, any designated collateral, credit support or margin agreement or similar arrangement between the Parties, and all Transactions.

1. **PRODUCT.** The Contract Price(s) for Electricity set forth in this Confirmation include each component in the table set forth below that is indicated by an [X], which are referred to herein collectively as "Electricity."

| ELECTRICITY: | |
|-------------------------------------|---------------------------------|
| (Generation Components) | |
| <input checked="" type="checkbox"/> | Electric Energy |
| <input checked="" type="checkbox"/> | Scheduling Coordinator Services |
| <input checked="" type="checkbox"/> | Settlement Services |

Scheduling Coordinator Services includes:

Physical bidding and scheduling of interval usage with the applicable scheduling authority
 Physical scheduling of term and spot supply contracts with scheduling authority
 Ancillary services bidding and scheduling

Settlement Services includes:

Settlement reconciliation with bilateral suppliers
 Reconciliation with the applicable Transmission Provider for energy
 Settlement reconciliation detail (Shadow Settlement) to Buyer

2. **DELIVERY PERIOD.** This Confirmation shall be in full force and effect as of the Confirmation Date. The terms set forth herein shall apply from the Start Date through the End Date:

| | |
|--------------------|------------------|
| Start Date: | End Date: |
| April 1, 2018 | March 31, 2020 |

3. **LOCATION AND DELIVERY POINT.**

| Market Area | Supply Point | Delivery Point | Buyer's Local Utility |
|-------------|------------------|----------------|-----------------------|
| CAISO | EZ Gen Hub SP-15 | SCE LAP | SCE |

4. **PRICING.**

- 4.1 **Contract Price:** Buyer shall pay Seller the Index Price for the Contract Quantity, set forth in Section 7. Buyer shall pay Seller the Monthly Service Fee as set forth below. The Contract Price reflects the value of any Congestion Revenue Rights or Marginal Losses associated with serving Buyer's load.

| Index Price (in \$/MWh) | Monthly Service Fee |
|---|---------------------|
| CAISO Day Ahead Locational Marginal Price for the Delivery Point as published at www.caiso.com | \$3,000 |

- 4.2 **Pass-Through Charges:** The Contract Price set forth above includes only the components set forth in Section One of this Confirmation. Seller shall pass through to Buyer all other RTO or Buyer's Local Utility charges associated with Electricity delivery to the Delivery Point, including, without limitation, Ancillary Services, ISO Fees, Scheduling Coordinator fees, Distribution & Transmission Losses, Unaccounted for Energy (UFE), Bid Cost Recovery and Real-Time Congestion Offset.

- 4.3 **Changes in Circumstances:**

- 4.3.1 **Accuracy of Supplied Information:** The Contract Price for Electricity, including those set forth in any Hedge Transactions, is established in reliance on the accuracy of information provided to Seller concerning Buyer's

load requirements. Seller may pass through to Buyer any incremental costs incurred by Seller as a result of inaccuracies in any such information provided to Seller.

4.3.2 If a change in Law occurs that a) re-defines or alters the congestion zone(s) where Buyers' Facilities are located or b) alters the RTO market structure or protocol design, causing additional costs to Seller due to Buyer's service, Seller may pass through such additional costs to Buyer.

4.3.3 The Contract Price, including those set forth in any Hedge Transaction, may include ancillary services, wholesale or network transmission, RTO market charges, or other services administered or provided by Buyer's RTO. Buyer acknowledges that such charges are based on the established rates, operations and/or protocols applicable to Buyer's service that are in effect as of the Confirmation Date. In the event of changes in such rates, protocols, and/or operations that cause additional costs to Seller, Seller may pass through such additional costs to Buyer.

5. **HEDGE TRANSACTIONS:** Buyer shall have the option to purchase blocks of electricity from either Seller or a third party (each a "Hedge Transaction") at any time during the Delivery Period of this Confirmation. Buyer shall communicate all third party Hedge Transactions in accordance with the attached Operating Procedures Schedule. All Hedge Transactions between Buyer and Seller shall be set forth in a separate Confirmation that is mutually agreed to by the Parties. All Hedge Transactions shall be limited to hourly fixed quantity blocks of electricity.
6. **LIMITATION OF LIABILITY:** Buyer shall be responsible for all third party Hedge Transactions. Buyer shall reimburse Seller for any costs that Seller incurs as a result of the third party Hedge Transactions and shall indemnify, defend and hold harmless Seller from and against any Claims (as defined below) arising from or out of the third party Hedge Transaction or the actions or inactions of the third party from whom Buyer purchases energy. "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
7. **CONTRACT QUANTITY.** Seller shall service 100% of Buyer's Electricity requirements. For the purposes of calculating a Settlement Amount pursuant to the Agreement, the Buyer's Estimated Monthly Usage set forth below shall be considered the Contract Quantity. Electricity prices pursuant to this Confirmation will relate to the quantities set forth in the table below:

| The Contract Price relates to the Contract Quantities at (choose one) | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> the Delivery Point <input type="checkbox"/> Buyer's Meter | | | |
| Month / Year | Hourly On Peak Contract Quantity (MW) | Hourly Off Peak Contract Quantity (MW) | Buyer's Estimated Monthly Usage (MWh) |
| January through December | See Attached Schedule of Hourly Contract Quantities | See Attached Schedule of Hourly Contract Quantities | See Attached Schedule of Hourly Contract Quantities |

8. **MONTHLY SETTLEMENT AND INVOICE.** Seller shall adjust Buyer's monthly invoice as follows:
 - 8.1 **Hedge Transaction Settlement:** For Third Party Hedge Transactions, Seller shall credit Buyer's account in an amount equal to the IST credit received by the CAISO associated with the Third Party Hedge Transaction. For Hedge Transactions with Seller, Seller shall credit Buyer's account in an amount equal to the Index Price multiplied by the Hedge Transaction Quantity associated with the Hedge Transaction with Seller.
 - 8.2 **Usage Above the Contract Quantity:** If Buyer's usage at the Delivery Point exceeds the Contract Quantity during any hour, Buyer shall pay Seller at the CAISO Real Time Locational Marginal Price for the Delivery Point as published at www.caiso.com, plus related delivery costs, for such hour.
 - 8.3 **Usage Below the Contract Quantity:** If Buyer's usage at the Delivery Point is less than the Contract Quantity during any hour, Seller shall credit Buyer's account at the CAISO Real Time Locational Marginal Price for the Delivery Point as published at www.caiso.com less any applicable RTO charges for each MWh below the Contract Quantity.
9. **DEMAND RESPONSE.** If Buyer participates in any demand response programs, Buyer shall notify Seller and reimburse Seller for any costs incurred by Seller as a result of Buyer's participation.
10. **CONGESTION REVENUE RIGHTS.** Seller shall be entitled to all CRRs associated with Buyer's load.
11. **MARGINAL LOSSES.** Seller shall be entitled to all Marginal Losses associated with Buyer's load.

As amended herein, all other Terms and Conditions contained in the Agreement remain in full force and effect.

| |
|---|
| <p>This Confirmation is subject to the Schedule(s) identified below and that are attached hereto: Schedule of Hourly Contract Quantities and Operating Procedures Schedule</p> |
|---|

Calpine Energy Solutions, LLC

Sign:  _____

Print: Doug Johnson

Title: VP Regional Pricing and Supply

INDUSTRY PUBLIC UTILITIES COMMISSION

Sign:  _____

Print: Mark D. Radecki

Title: March 30, 2018

SCHEDULE OF HOURLY CONTRACT QUANTITIES

Schedule Date: March 29, 2018

The Contract Price relates to the Contract Quantities (in MWs) at (choose one) the Delivery Point Buyer's Meter.

WEEKDAYS

| Month | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January | 2.6 | 2.7 | 2.5 | 2.5 | 2.6 | 2.9 | 3.2 | 3.3 | 3.5 | 3.5 | 3.6 | 3.5 | 3.6 | 3.7 | 3.7 | 3.8 | 3.8 | 3.8 | 3.6 | 3.5 | 3.4 | 3.2 | 3.0 | 2.9 |
| February | 2.7 | 2.7 | 2.6 | 2.5 | 2.7 | 3.1 | 3.4 | 3.5 | 3.7 | 3.7 | 3.7 | 3.7 | 3.7 | 3.7 | 3.7 | 3.8 | 3.8 | 3.7 | 3.6 | 3.7 | 3.5 | 3.4 | 3.2 | 3.0 |
| March | 3.2 | 3.0 | 2.6 | 2.9 | 3.2 | 3.8 | 4.1 | 4.3 | 4.5 | 4.4 | 4.5 | 4.7 | 4.9 | 5.0 | 5.1 | 5.1 | 5.0 | 4.8 | 4.6 | 4.5 | 4.3 | 4.1 | 3.8 | 3.4 |
| April | 3.2 | 3.2 | 3.0 | 3.1 | 3.3 | 3.8 | 4.0 | 4.3 | 4.5 | 4.5 | 4.7 | 4.8 | 5.0 | 5.1 | 5.2 | 5.2 | 5.1 | 4.8 | 4.4 | 4.3 | 4.4 | 4.3 | 3.9 | 3.5 |
| May | 3.5 | 3.4 | 3.1 | 3.2 | 3.3 | 3.8 | 3.9 | 4.3 | 4.5 | 4.5 | 4.7 | 4.8 | 5.0 | 5.1 | 5.1 | 5.1 | 5.0 | 4.8 | 4.4 | 4.1 | 4.3 | 4.3 | 4.0 | 3.7 |
| June | 3.7 | 3.5 | 3.2 | 3.5 | 3.5 | 3.9 | 4.1 | 4.5 | 4.7 | 4.7 | 4.8 | 4.9 | 5.0 | 5.1 | 5.2 | 5.3 | 5.2 | 5.0 | 4.6 | 4.3 | 4.5 | 4.6 | 4.3 | 4.0 |
| July | 3.3 | 2.9 | 2.6 | 2.9 | 3.0 | 3.5 | 3.6 | 3.9 | 4.2 | 4.0 | 4.0 | 4.0 | 4.1 | 4.2 | 4.3 | 4.3 | 4.2 | 4.0 | 3.8 | 3.6 | 3.9 | 4.1 | 3.9 | 3.6 |
| August | 3.3 | 2.9 | 2.5 | 2.8 | 3.0 | 3.6 | 3.9 | 4.2 | 4.4 | 4.3 | 4.2 | 4.3 | 4.3 | 4.4 | 4.4 | 4.4 | 4.3 | 4.1 | 3.8 | 3.7 | 3.8 | 4.0 | 3.8 | 3.6 |
| September | 2.9 | 2.7 | 2.3 | 2.5 | 2.7 | 3.2 | 3.5 | 3.7 | 3.9 | 3.8 | 3.8 | 3.9 | 4.0 | 4.0 | 4.0 | 3.9 | 3.9 | 3.6 | 3.4 | 3.3 | 3.4 | 3.6 | 3.4 | 3.2 |
| October | 2.4 | 2.1 | 1.7 | 1.7 | 1.8 | 2.2 | 2.4 | 2.5 | 2.7 | 2.8 | 2.9 | 3.1 | 3.2 | 3.3 | 3.5 | 3.5 | 3.5 | 3.3 | 3.1 | 3.0 | 3.0 | 3.1 | 2.8 | 2.6 |
| November | 2.9 | 2.7 | 2.5 | 2.6 | 2.7 | 2.9 | 3.0 | 3.1 | 3.3 | 3.4 | 3.4 | 3.5 | 3.6 | 3.7 | 3.8 | 3.9 | 4.0 | 4.0 | 3.9 | 3.7 | 3.5 | 3.4 | 3.3 | 3.1 |
| December | 2.7 | 2.6 | 2.4 | 2.5 | 2.7 | 3.1 | 3.2 | 3.5 | 3.8 | 3.8 | 3.8 | 3.9 | 4.0 | 4.0 | 3.6 | 3.6 | 3.7 | 3.7 | 3.7 | 3.6 | 3.4 | 3.3 | 3.2 | 3.0 |

SATURDAYS

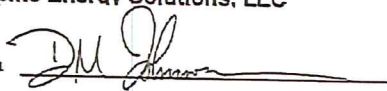
| Month | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January | 2.6 | 2.7 | 2.5 | 2.4 | 2.4 | 2.6 | 2.8 | 2.6 | 2.5 | 2.5 | 2.6 | 2.6 | 2.6 | 2.6 | 2.4 | 2.4 | 2.5 | 2.7 | 2.7 | 2.7 | 2.6 | 2.5 | 2.4 | 2.3 |
| February | 2.8 | 2.8 | 2.6 | 2.3 | 2.4 | 2.7 | 2.8 | 2.6 | 2.6 | 2.5 | 2.6 | 2.6 | 2.6 | 2.5 | 2.5 | 2.5 | 2.5 | 2.6 | 2.7 | 2.9 | 2.8 | 2.6 | 2.5 | 2.4 |
| March | 2.6 | 2.5 | 2.3 | 2.5 | 2.7 | 3.1 | 3.1 | 3.1 | 3.0 | 2.7 | 2.7 | 2.8 | 2.9 | 2.8 | 2.7 | 2.6 | 2.6 | 2.8 | 2.9 | 3.0 | 2.8 | 2.7 | 2.4 | 2.3 |
| April | 2.8 | 2.8 | 2.7 | 2.9 | 2.9 | 3.2 | 3.1 | 2.9 | 2.7 | 2.7 | 2.7 | 2.8 | 2.9 | 2.9 | 2.7 | 2.6 | 2.7 | 2.7 | 2.5 | 2.7 | 2.9 | 2.9 | 2.6 | 2.4 |
| May | 3.0 | 3.1 | 3.0 | 3.1 | 2.8 | 3.1 | 3.2 | 3.2 | 3.2 | 3.0 | 3.1 | 3.1 | 3.1 | 3.1 | 3.1 | 3.0 | 2.8 | 2.8 | 2.7 | 2.6 | 2.6 | 2.9 | 2.9 | 2.7 |

| | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| June | 3.6 | 3.4 | 3.3 | 3.6 | 3.5 | 3.6 | 3.5 | 3.8 | 3.6 | 3.6 | 3.6 | 3.8 | 3.8 | 3.7 | 3.6 | 3.4 | 3.4 | 3.3 | 3.1 | 3.0 | 3.2 | 3.4 | 3.2 | 2.9 |
| July | 3.0 | 2.8 | 2.7 | 3.0 | 2.9 | 3.1 | 3.0 | 2.9 | 2.7 | 2.4 | 2.4 | 2.4 | 2.5 | 2.5 | 2.5 | 2.4 | 2.4 | 2.4 | 2.2 | 2.1 | 2.4 | 2.7 | 2.6 | 2.3 |
| August | 2.9 | 2.7 | 2.5 | 2.5 | 2.4 | 2.8 | 2.6 | 2.6 | 2.5 | 2.3 | 2.2 | 2.2 | 2.3 | 2.3 | 2.3 | 2.2 | 2.3 | 2.2 | 2.1 | 2.0 | 2.3 | 2.6 | 2.5 | 2.2 |
| September | 2.7 | 2.4 | 2.2 | 2.3 | 2.2 | 2.7 | 2.8 | 2.6 | 2.5 | 2.3 | 2.2 | 2.3 | 2.4 | 2.4 | 2.3 | 2.1 | 2.2 | 2.1 | 2.0 | 2.0 | 2.2 | 2.4 | 2.3 | 2.2 |
| October | 2.0 | 1.7 | 1.6 | 1.7 | 1.7 | 2.0 | 2.0 | 1.8 | 1.8 | 1.8 | 1.9 | 2.0 | 2.1 | 2.1 | 2.1 | 2.1 | 2.2 | 2.2 | 2.1 | 2.1 | 2.2 | 2.3 | 2.2 | 2.0 |
| November | 2.6 | 2.5 | 2.4 | 2.4 | 2.5 | 2.8 | 2.8 | 2.8 | 2.8 | 2.7 | 2.7 | 2.8 | 2.9 | 3.0 | 2.9 | 2.9 | 2.9 | 3.0 | 3.1 | 3.0 | 2.9 | 2.8 | 2.8 | 2.6 |
| December | 2.6 | 2.3 | 2.3 | 2.4 | 2.4 | 2.7 | 2.7 | 2.6 | 2.6 | 2.5 | 2.5 | 2.6 | 2.6 | 2.6 | 2.6 | 2.4 | 2.5 | 2.7 | 2.8 | 2.8 | 2.7 | 2.6 | 2.6 | 2.5 |

SUNDAYS

| Month | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January | 2.2 | 2.3 | 2.3 | 2.2 | 2.2 | 2.3 | 2.3 | 2.2 | 2.1 | 2.2 | 2.3 | 2.3 | 2.3 | 2.3 | 2.4 | 2.4 | 2.5 | 2.7 | 2.7 | 2.7 | 2.7 | 2.6 | 2.5 | 2.4 |
| February | 2.4 | 2.5 | 2.4 | 2.2 | 2.2 | 2.3 | 2.3 | 2.2 | 2.2 | 2.2 | 2.2 | 2.3 | 2.4 | 2.4 | 2.4 | 2.5 | 2.5 | 2.6 | 2.7 | 2.9 | 2.7 | 2.6 | 2.5 | 2.5 |
| March | 2.1 | 2.2 | 2.1 | 1.9 | 2.0 | 2.1 | 2.1 | 2.0 | 1.9 | 2.0 | 2.1 | 2.2 | 2.3 | 2.4 | 2.5 | 2.5 | 2.5 | 2.7 | 2.9 | 3.1 | 3.0 | 2.9 | 2.9 | 2.8 |
| April | 2.1 | 2.2 | 2.2 | 2.3 | 2.4 | 2.4 | 2.2 | 2.0 | 2.0 | 2.0 | 2.2 | 2.3 | 2.4 | 2.5 | 2.5 | 2.6 | 2.5 | 2.7 | 2.7 | 2.8 | 3.0 | 3.0 | 2.8 | 2.6 |
| May | 2.3 | 2.5 | 2.5 | 2.6 | 2.5 | 2.4 | 2.2 | 2.2 | 2.2 | 2.2 | 2.3 | 2.4 | 2.5 | 2.6 | 2.6 | 2.6 | 2.6 | 2.7 | 2.7 | 2.6 | 2.9 | 3.0 | 2.9 | 2.7 |
| June | 2.6 | 2.6 | 2.5 | 2.6 | 2.8 | 2.8 | 2.6 | 2.6 | 2.7 | 2.7 | 2.9 | 3.0 | 3.1 | 3.2 | 3.1 | 3.1 | 3.1 | 3.3 | 3.2 | 3.1 | 3.4 | 3.6 | 3.4 | 2.9 |
| July | 2.1 | 2.2 | 2.2 | 2.4 | 2.4 | 2.3 | 2.1 | 2.1 | 2.1 | 2.1 | 2.1 | 2.2 | 2.3 | 2.3 | 2.3 | 2.2 | 2.2 | 2.4 | 2.3 | 2.3 | 2.7 | 3.0 | 2.9 | 2.7 |
| August | 2.1 | 2.0 | 2.0 | 2.2 | 2.2 | 2.3 | 2.1 | 2.0 | 2.1 | 2.0 | 2.1 | 2.2 | 2.3 | 2.2 | 2.2 | 2.2 | 2.1 | 2.3 | 2.2 | 2.3 | 2.6 | 3.0 | 3.0 | 2.9 |
| September | 2.0 | 1.8 | 1.7 | 1.9 | 2.0 | 2.2 | 2.1 | 2.0 | 2.1 | 2.0 | 2.0 | 2.2 | 2.3 | 2.2 | 2.2 | 2.1 | 2.1 | 2.2 | 2.0 | 2.2 | 2.5 | 2.6 | 2.7 | 2.6 |
| October | 1.7 | 1.6 | 1.4 | 1.4 | 1.4 | 1.6 | 1.6 | 1.5 | 1.5 | 1.5 | 1.6 | 1.7 | 1.9 | 1.9 | 1.9 | 1.9 | 2.0 | 2.0 | 2.0 | 2.0 | 2.1 | 2.2 | 2.2 | 2.1 |
| November | 2.3 | 2.2 | 2.2 | 2.2 | 2.3 | 2.4 | 2.4 | 2.3 | 2.4 | 2.5 | 2.6 | 2.6 | 2.6 | 2.6 | 2.6 | 2.7 | 2.7 | 3.0 | 3.0 | 3.0 | 3.0 | 2.8 | 2.8 | 2.9 |
| December | 2.2 | 2.1 | 2.1 | 2.1 | 2.1 | 2.2 | 2.3 | 2.1 | 2.1 | 2.1 | 2.2 | 2.2 | 2.2 | 2.2 | 2.2 | 2.2 | 2.3 | 2.5 | 2.6 | 2.6 | 2.6 | 2.5 | 2.4 | 2.2 |

Calpine Energy Solutions, LLC

Sign: 

Print: Doug Johnson

Title: VP Regional Pricing and Supply

INDUSTRY PUBLIC UTILITIES COMMISSION

Sign: 

Print: Mark D. Radecki

Title: Mayor

EXHIBIT B TO AMENDMENT NO. 4:

**SCHEDULE OF HOURLY CONTRACT QUANTITIES
SCHEDULE DATE: JANUARY 13, 2022**

SCHEDULE OF HOURLY CONTRACT QUANTITIES

Between Calpine Energy Solutions, LLC ("Seller")

And Industry Public Utilities ("Buyer")

As of March 30, 2018 ("Effective Date")

Confirmation Date: January 13, 2022

Schedule Date: January 13, 2022

This Schedule of Hourly Contract Quantities supplements the Confirmation for Scheduling & Settlement Services and Day Ahead Index Electricity referenced above.

The Contract Price relates to the Contract Quantities (in MWs) at (choose one) the Delivery Point Buyer's Meter.

WEEKDAYS

| Month | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|-----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January | 3.56 | 3.27 | 3.17 | 3.22 | 3.62 | 4.14 | 4.52 | 4.62 | 4.96 | 4.98 | 4.94 | 4.90 | 5.12 | 5.06 | 5.03 | 5.06 | 5.07 | 4.99 | 4.76 | 4.43 | 4.26 | 4.15 | 3.87 | 3.58 |
| February | 3.66 | 3.25 | 3.11 | 3.24 | 3.63 | 4.21 | 4.55 | 4.62 | 4.95 | 4.96 | 4.97 | 4.97 | 5.12 | 5.10 | 5.16 | 5.13 | 5.08 | 4.99 | 4.82 | 4.56 | 4.47 | 4.36 | 4.08 | 3.75 |
| March | 3.89 | 3.51 | 3.27 | 3.40 | 3.76 | 4.38 | 4.73 | 4.74 | 5.14 | 5.15 | 5.12 | 5.09 | 5.22 | 5.24 | 5.22 | 5.20 | 5.13 | 4.91 | 4.71 | 4.65 | 4.65 | 4.55 | 4.34 | 3.98 |
| April | 4.18 | 3.71 | 3.49 | 3.50 | 3.78 | 4.41 | 4.73 | 4.82 | 5.26 | 5.38 | 5.33 | 5.32 | 5.53 | 5.63 | 5.46 | 5.34 | 5.27 | 4.93 | 4.72 | 4.73 | 4.87 | 4.79 | 4.59 | 4.23 |
| May | 4.41 | 4.00 | 3.61 | 3.56 | 3.92 | 4.56 | 4.85 | 5.00 | 5.44 | 5.59 | 5.65 | 5.68 | 5.84 | 5.89 | 5.82 | 5.71 | 5.68 | 5.33 | 5.12 | 4.88 | 5.11 | 5.07 | 4.94 | 4.59 |
| June | 4.56 | 4.22 | 3.99 | 3.93 | 4.25 | 4.70 | 5.03 | 5.24 | 5.81 | 6.12 | 6.28 | 6.27 | 6.50 | 6.60 | 6.54 | 6.34 | 6.21 | 5.88 | 5.68 | 5.31 | 5.34 | 5.39 | 5.32 | 4.96 |
| July | 4.79 | 4.39 | 4.20 | 4.07 | 4.42 | 5.08 | 5.41 | 5.56 | 6.20 | 6.67 | 7.06 | 6.90 | 7.10 | 7.21 | 7.17 | 6.99 | 6.81 | 6.43 | 6.19 | 6.03 | 5.96 | 5.93 | 5.71 | 5.24 |
| August | 4.63 | 4.25 | 4.04 | 3.97 | 4.38 | 5.16 | 5.47 | 5.61 | 6.16 | 6.53 | 6.86 | 6.83 | 7.06 | 7.05 | 7.01 | 6.91 | 6.79 | 6.42 | 6.13 | 5.98 | 5.89 | 5.84 | 5.58 | 5.02 |
| September | 4.41 | 4.08 | 3.98 | 3.92 | 4.32 | 5.10 | 5.40 | 5.32 | 5.92 | 6.23 | 6.49 | 6.56 | 6.68 | 6.67 | 6.76 | 6.75 | 6.65 | 6.33 | 6.03 | 5.86 | 5.79 | 5.67 | 5.51 | 4.86 |
| October | 4.04 | 3.68 | 3.54 | 3.56 | 3.99 | 4.73 | 5.13 | 5.05 | 5.46 | 5.71 | 5.86 | 5.86 | 5.94 | 5.86 | 5.87 | 6.05 | 5.97 | 5.65 | 5.52 | 5.28 | 5.30 | 5.02 | 4.97 | 4.47 |
| November | 4.09 | 3.77 | 3.63 | 3.68 | 4.04 | 4.79 | 5.00 | 4.95 | 5.36 | 5.58 | 5.72 | 5.74 | 5.81 | 5.79 | 5.84 | 5.93 | 5.96 | 5.88 | 5.56 | 5.25 | 5.23 | 5.13 | 5.08 | 4.60 |
| December | 3.87 | 3.60 | 3.40 | 3.41 | 3.74 | 4.34 | 4.76 | 4.72 | 5.07 | 5.13 | 5.12 | 5.06 | 5.24 | 5.12 | 4.97 | 4.98 | 5.22 | 5.21 | 4.96 | 4.61 | 4.55 | 4.46 | 4.17 | 3.92 |

SATURDAYS

| Month | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|-----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January | 4.11 | 4.00 | 3.61 | 3.34 | 3.47 | 4.16 | 4.32 | 4.15 | 4.17 | 4.14 | 4.27 | 4.35 | 4.33 | 4.24 | 4.04 | 3.90 | 3.88 | 3.92 | 4.16 | 4.10 | 4.11 | 4.22 | 4.11 | 3.79 |
| February | 3.66 | 3.43 | 3.41 | 3.31 | 3.55 | 3.97 | 3.94 | 3.82 | 3.97 | 3.95 | 4.05 | 4.08 | 3.94 | 3.83 | 3.65 | 3.62 | 3.66 | 3.87 | 3.81 | 3.83 | 3.86 | 3.81 | 3.64 | 3.41 |
| March | 3.66 | 3.35 | 3.19 | 3.17 | 3.27 | 3.69 | 3.90 | 3.68 | 3.74 | 3.71 | 3.74 | 3.63 | 3.48 | 3.49 | 3.48 | 3.33 | 3.47 | 3.73 | 3.60 | 3.60 | 3.59 | 3.52 | 3.43 | 3.29 |
| April | 3.61 | 3.31 | 3.14 | 3.25 | 3.40 | 3.77 | 3.91 | 3.74 | 3.67 | 3.54 | 3.57 | 3.56 | 3.57 | 3.40 | 3.25 | 3.25 | 3.29 | 3.58 | 3.60 | 3.67 | 3.67 | 3.54 | 3.38 | 3.16 |
| May | 3.55 | 3.28 | 3.22 | 3.07 | 3.26 | 3.62 | 3.67 | 3.53 | 3.61 | 3.55 | 3.62 | 3.62 | 3.55 | 3.40 | 3.34 | 3.17 | 3.21 | 3.37 | 3.53 | 3.61 | 3.77 | 3.60 | 3.53 | 3.31 |
| June | 3.62 | 3.48 | 3.27 | 3.32 | 3.42 | 3.83 | 3.89 | 3.68 | 3.59 | 3.54 | 3.57 | 3.59 | 3.52 | 3.39 | 3.26 | 3.16 | 3.15 | 3.17 | 3.30 | 3.53 | 3.78 | 3.57 | 3.44 | 3.25 |
| July | 4.08 | 4.16 | 3.75 | 3.41 | 3.52 | 4.01 | 3.92 | 3.60 | 3.63 | 3.57 | 3.66 | 3.75 | 3.77 | 3.72 | 3.57 | 3.39 | 3.27 | 3.25 | 3.32 | 3.41 | 3.91 | 3.85 | 3.76 | 3.65 |
| August | 4.34 | 4.06 | 3.65 | 3.46 | 3.54 | 3.94 | 3.88 | 3.77 | 3.69 | 3.71 | 3.81 | 3.90 | 3.89 | 3.80 | 3.62 | 3.41 | 3.34 | 3.31 | 3.34 | 3.29 | 3.68 | 3.68 | 3.82 | 3.70 |
| September | 4.53 | 4.33 | 4.06 | 3.75 | 3.88 | 4.39 | 4.32 | 4.24 | 4.32 | 4.26 | 4.31 | 4.33 | 4.35 | 4.22 | 4.03 | 3.99 | 3.95 | 3.88 | 3.81 | 3.60 | 3.92 | 4.25 | 4.31 | 3.92 |
| October | 4.68 | 4.59 | 4.31 | 4.14 | 4.22 | 4.47 | 4.10 | 4.20 | 4.37 | 4.53 | 4.84 | 4.91 | 4.89 | 4.92 | 4.78 | 4.61 | 4.51 | 4.37 | 4.31 | 4.06 | 4.10 | 4.32 | 4.39 | 4.21 |
| November | 4.58 | 4.56 | 4.25 | 3.97 | 4.21 | 4.81 | 4.51 | 4.51 | 4.62 | 4.78 | 5.02 | 5.07 | 4.99 | 4.88 | 4.75 | 4.61 | 4.59 | 4.56 | 4.64 | 4.66 | 4.90 | 4.96 | 4.79 | 4.40 |
| December | 4.70 | 4.42 | 3.89 | 3.64 | 3.98 | 4.62 | 4.73 | 4.54 | 4.69 | 4.89 | 5.11 | 5.16 | 5.06 | 5.06 | 4.87 | 4.69 | 4.56 | 4.37 | 4.52 | 4.65 | 4.57 | 4.72 | 4.60 | 4.18 |

SUNDAYS & NERC Holidays

| Month | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|-----------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| January | 3.48 | 3.52 | 3.22 | 3.11 | 3.46 | 3.69 | 3.91 | 3.68 | 3.78 | 3.86 | 4.05 | 4.20 | 4.34 | 4.35 | 4.20 | 4.19 | 4.17 | 4.07 | 4.24 | 4.20 | 4.16 | 4.25 | 4.23 | 3.93 |
| February | 3.36 | 3.20 | 3.01 | 2.84 | 3.03 | 3.40 | 3.47 | 3.29 | 3.22 | 3.25 | 3.44 | 3.51 | 3.55 | 3.54 | 3.42 | 3.41 | 3.37 | 3.51 | 3.58 | 3.63 | 3.68 | 3.67 | 3.63 | 3.39 |
| March | 3.35 | 3.10 | 2.97 | 2.94 | 3.19 | 3.58 | 3.64 | 3.36 | 3.38 | 3.35 | 3.38 | 3.31 | 3.23 | 3.08 | 3.02 | 2.94 | 3.07 | 3.49 | 3.54 | 3.52 | 3.51 | 3.44 | 3.38 | 3.34 |
| April | 3.17 | 2.93 | 2.86 | 2.80 | 3.03 | 3.35 | 3.43 | 3.19 | 3.14 | 3.06 | 3.15 | 3.18 | 3.16 | 3.10 | 2.97 | 2.88 | 2.91 | 3.26 | 3.33 | 3.35 | 3.33 | 3.26 | 3.22 | 3.14 |
| May | 3.13 | 2.99 | 2.82 | 2.79 | 3.11 | 3.40 | 3.44 | 3.29 | 3.37 | 3.40 | 3.49 | 3.47 | 3.44 | 3.39 | 3.30 | 3.31 | 3.41 | 3.59 | 3.79 | 3.74 | 3.82 | 3.78 | 3.66 | 3.56 |
| June | 3.12 | 3.24 | 3.04 | 2.89 | 2.99 | 3.27 | 3.32 | 3.01 | 3.05 | 3.13 | 3.25 | 3.34 | 3.34 | 3.27 | 3.23 | 3.44 | 3.54 | 3.50 | 3.67 | 3.65 | 3.97 | 3.88 | 3.85 | 3.62 |
| July | 3.49 | 3.41 | 3.07 | 2.93 | 3.16 | 3.46 | 3.41 | 3.21 | 3.38 | 3.52 | 3.68 | 3.78 | 3.90 | 3.95 | 3.96 | 4.09 | 4.08 | 4.01 | 3.96 | 3.82 | 4.49 | 4.38 | 4.30 | 4.15 |
| August | 3.32 | 3.35 | 3.16 | 3.01 | 3.16 | 3.42 | 3.19 | 3.02 | 3.16 | 3.28 | 3.38 | 3.39 | 3.39 | 3.30 | 3.23 | 3.32 | 3.38 | 3.42 | 3.46 | 3.35 | 3.70 | 3.67 | 3.85 | 3.70 |
| September | 3.72 | 3.70 | 3.58 | 3.50 | 3.58 | 3.66 | 3.61 | 3.56 | 3.85 | 4.03 | 4.24 | 4.40 | 4.52 | 4.62 | 4.65 | 4.75 | 4.78 | 4.70 | 4.75 | 4.61 | 4.84 | 5.02 | 5.02 | 4.86 |
| October | 3.94 | 4.03 | 3.76 | 3.49 | 3.76 | 4.01 | 3.69 | 3.69 | 3.91 | 4.13 | 4.31 | 4.47 | 4.53 | 4.38 | 4.45 | 4.59 | 4.64 | 4.58 | 4.60 | 4.31 | 4.59 | 4.92 | 4.92 | 4.72 |
| November | 4.22 | 4.07 | 3.82 | 3.67 | 3.80 | 4.16 | 4.16 | 4.15 | 4.41 | 4.69 | 5.03 | 5.14 | 5.17 | 5.21 | 5.18 | 5.29 | 5.34 | 5.14 | 5.05 | 4.95 | 5.12 | 5.22 | 5.12 | 4.64 |
| December | 3.59 | 3.71 | 3.57 | 3.40 | 3.66 | 3.99 | 4.17 | 3.87 | 4.11 | 4.37 | 4.53 | 4.55 | 4.63 | 4.61 | 4.49 | 4.56 | 4.54 | 4.42 | 4.49 | 4.55 | 4.61 | 4.76 | 4.74 | 4.27 |

CALPINE ENERGY SOLUTIONS, LLC

Sign: _____

Print: _____

Title: _____

INDUSTRY PUBLIC UTILITIES

Sign: _____

Print: Cory Moss _____

Title: President _____

Memo



To: Industry Public Utilities Commission
Cc: La Puente Valley County Water District, Board of Directors
From: Roy Frausto, General Manager
Date: February 10, 2022
Re: Industry Public Utilities Water Operations Quarterly Report (Oct – Dec 2021)

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 2nd 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

- 2021-22 Fiscal Year Budget – A draft report of Revenue and Expenses as of December 31, 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 were implemented during the first billing cycle of November 2021.
- Capacity Fee Report – District Staff is working with City Staff and anticipate the fees to be considered for adoption during March or April of 2022.
- CIWS Website – District Staff is working on creating an independent website for the CIWS system.
- Water Arrearages Program – District Staff completed and submitted the Water Arrearage Survey and Application for the CIWS. On December 16th, District staff received an email advising that the system was awarded funds that would be sent to the CIWS in approximately 4-6 weeks.
- 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 open to walk-in customers. Customers can still pay their water bill online, by phone, by mail and through a drop box at the payment office.
 - Late charges and shutoffs for nonpayment are currently 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 2nd 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 2nd 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' | 108' | 154' | 49' | 1,398 |

- Production Summary – The production for the 2nd quarter of the fiscal year 2021-22, to meet the needs of the CIWS, was 292.03 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 (%) |
|---------------|---------------|---------------|-----------------------------|-----------------------------|
| October | 137.26 | 108.02 | -21.3% | -21.3% |
| November | 110.83 | 99.58 | -10.2% | -15.7% |
| December | 99.84 | 84.43 | -15.4% | -15.6% |
| Totals | 347.93 | 292.03 | | |

*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 December 31, 2021, as **Attachment 5**.
- MSGB Groundwater Levels – On December 31, 2021, the Baldwin Park key well level was 182.0 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 2nd quarter of the fiscal year 2021-22; approximately 93 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 |
| Nov-21 | 3.1 | 4.0 | 12 | ND | 4.3 | 0.43 | ND | 6.1 |

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). In June 2021, Staff finalized the RAA and certified the completion to the EPA. Based upon the report’s findings and the action plan for vulnerabilities, staff prepared a revised version of the ERP for the CIWS’s water system and submitted a certification to the EPA prior to the deadline. In the coming months staff will perform the necessary training in preparation outlined in the new ERP.
- SCADA Upgrade Project – Staff continues to work with SoCal SCADA in the final testing phase, which consists of paralleled operation of the current software and new software to ensure correct integration to all water system operations. In the coming weeks testing will be completed and a final migration to the new software system will be made to avoiding any operational impacts.
- CIWS Pump and Motor Maintenance – Staff began conducting the preventative maintenance for all well and booster pump motors. These maintenance activities include replacing motor oil, inspections of pump equipment and a thorough cleaning of all components of the pumping equipment.
- CIWS Water Quality – Staff recently performed the annual blow-off flushing maintenance for both water systems. These activities consist of flushing the water from all of the identified dead-end lines in the water distribution systems and conduct water quality testing. These maintenance activities ensure that water quality and chlorine residuals are consistent throughout the water system.

Personnel

- As of December 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 December 31, 2021, is enclosed as **Attachment 7**.

Attachments

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

Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending December 31, 2021
(Unaudited)

| | DECEMBER 2021 | FISCAL YTD 2021-22 | BUDGET 2021-22 | 50% OF BUDGET | YEAR END FY 2020-21 |
|-------------------------------------|--------------------------|-------------------------------|---------------------------|--------------------------|--------------------------------|
| REVENUE | | | | | |
| Operational Revenue | \$ 109,406 | \$ 997,040 | \$ 1,866,000 | 53% | \$ 1,929,343 |
| Non-Operational Revenue | - | - | 52,500 | 0% | 66,099 |
| TOTAL REVENUES | 109,406 | 997,040 | 1,918,500 | 52% | 1,995,442 |
| EXPENSE | | | | | |
| Salaries & Benefits | 64,846 | 378,447 | 719,000 | 53% | 666,422 |
| Supply & Treatment | 11,857 | 124,997 | 909,300 | 14% | 832,904 |
| Other Operating Expense | 14,713 | 57,174 | 254,000 | 23% | 195,214 |
| General & Administrative | 53,505 | 151,959 | 366,600 | 41% | 283,775 |
| System Improvements & Miscellaneous | 16,260 | 38,239 | 102,500 | 37% | 135,802 |
| TOTAL EXPENSE | 161,182 | 750,816 | 2,351,400 | 32% | 2,114,117 |
| NET INCOME / (LOSS) | (51,776) | 246,224 | (432,900) | -57% | (118,675) |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending December 31, 2021

(Unaudited)

| | DECEMBER 2021 | FISCAL YTD 2021-22 | BUDGET 2021-22 | 50% OF BUDGET | YEAR END FY 2020-21 |
|---------------------------------------|------------------|-----------------------|-------------------|------------------|------------------------|
| Operational Revenues | | | | | |
| Water Sales | \$ 57,730 | \$ 642,746 | \$ 1,150,000 | 56% | \$ 1,202,198 |
| Service Charges | 46,957 | 299,215 | 610,000 | 49% | 619,862 |
| Customer Charges | 520 | 3,675 | 3,000 | 123% | 3,005 |
| Fire Service | 4,199 | 51,404 | 103,000 | 50% | 104,277 |
| Taxes & Assessments | - | - | - | N/A | - |
| <i>Total Operational Revenues</i> | 109,406 | 997,040 | 1,866,000 | 53% | 1,929,343 |
| Non-Operational Revenues | | | | | |
| Contamination Reimbursement | - | - | 50,000 | 0% | 55,276 |
| Developer Fees | - | - | 2,500 | 0% | 10,823 |
| Miscellaneous Income | - | - | - | N/A | - |
| <i>Total Non-Operational Revenues</i> | - | - | 52,500 | 0% | 66,099 |
| TOTAL REVENUES | 109,406 | 997,040 | 1,918,500 | 52% | 1,995,442 |
| Salaries & Benefits | | | | | |
| Administrative Salaries | 19,580 | 114,537 | 221,000 | 52% | 214,069 |
| Field Salaries | 22,137 | 135,084 | 243,000 | 56% | 218,119 |
| Employee Benefits | 13,194 | 73,679 | 145,000 | 51% | 131,105 |
| Pension Plan | 5,992 | 35,973 | 72,000 | 50% | 67,955 |
| Payroll Taxes | 2,829 | 16,960 | 31,000 | 55% | 29,228 |
| Workers Compensation | 1,113 | 2,215 | 7,000 | 32% | 5,946 |
| <i>Total Salaries & Benefits</i> | 64,846 | 378,447 | 719,000 | 53% | 666,422 |
| Supply & Treatment | | | | | |
| Purchased Water - Leased | - | - | 399,100 | 0% | 375,508 |
| Purchased Water - Other | 904 | 6,872 | 20,000 | 34% | 15,064 |
| Power | 10,904 | 104,778 | 170,000 | 62% | 150,405 |
| Assessments | - | 13,236 | 283,200 | 5% | 278,882 |
| Treatment | - | - | 7,000 | 0% | 5,233 |
| Well & Pump Maintenance | 49 | 111 | 30,000 | 0% | 7,812 |
| <i>Total Supply & Treatment</i> | 11,857 | 124,997 | 909,300 | 14% | 832,904 |
| Other Operating Expenses | | | | | |
| General Plant | 222 | 3,184 | 55,000 | 6% | 5,707 |
| Transmission & Distribution | 597 | 25,767 | 85,000 | 30% | 91,588 |
| Vehicles & Equipment | - | - | 36,000 | 0% | 30,533 |
| Field Support & Other Expenses | 886 | 9,366 | 40,000 | 23% | 33,329 |
| Regulatory Compliance | 13,008 | 18,857 | 38,000 | 50% | 34,056 |
| <i>Total Other Operating Expenses</i> | 14,713 | 57,174 | 254,000 | 23% | 195,214 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses
For the Period Ending December 31, 2021
(Unaudited)

| | DECEMBER 2021 | FISCAL YTD 2021-22 | BUDGET 2021-22 | 50% OF BUDGET | YEAR END FY 2020-21 |
|--|------------------|-----------------------|-------------------|------------------|------------------------|
| General & Administrative | | | | | |
| Management Fee | 49,270 | 98,539 | 199,100 | 49% | 195,146 |
| Office Expenses | 599 | 5,486 | 30,000 | 18% | 21,646 |
| Insurance | - | 10,517 | 17,500 | 60% | 15,978 |
| Professional Services | - | 12,530 | 70,000 | 18% | 21,636 |
| Customer Accounts | 1,589 | 12,126 | 30,000 | 40% | 24,864 |
| Public Outreach & Conservation | 1,934 | 11,243 | 15,000 | 75% | 195 |
| Other Administrative Expenses | 114 | 1,517 | 5,000 | 30% | 4,311 |
| <i>Total General & Administrative</i> | 53,505 | 151,959 | 366,600 | 41% | 283,775 |
| Other Exp. & System Improvements (Water Ops Fund) | | | | | |
| Fire Hydrant Repair/Replace | - | 12,732 | 6,500 | 196% | 3,562 |
| Service Line Replacements | - | - | 30,000 | 0% | 51,825 |
| Valve Replacements & Installations | - | - | 19,000 | 0% | 15,570 |
| Meter Read Collection System | - | - | 12,000 | 0% | 11,260 |
| SCADA Improvements | 16,260 | 16,699 | 10,000 | 167% | 14,014 |
| Water Rate Study | - | 6,088 | - | N/A | 4,800 |
| Groundwater Treatment Facility Feas. Stud | - | 2,720 | 25,000 | 11% | 34,770 |
| <i>Total Other & System Improvements</i> | 16,260 | 38,239 | 102,500 | 37% | 135,802 |
| TOTAL EXPENSES | 161,182 | 750,816 | 2,351,400 | 32% | 2,114,117 |
| NET INCOME / (LOSS) | (51,776) | 246,224 | (432,900) | | (118,675) |

Attachment 2

Industry Public Utilities October 2021 Disbursements

| Check # | Payee | Amount | Description |
|---------|--|--------------|---|
| 4805 | ACP Publication & Marketing | \$ 180.40 | Prop 218 Notifications |
| 4806 | ACWA/JPIA | \$ 1,101.69 | Worker's Compensation Program |
| 4807 | Answering Service Care | \$ 181.94 | Answering Service |
| 4808 | CCSInteractive | \$ 13.60 | Website Hosting |
| 4809 | Cintas | \$ 38.77 | Uniform Service |
| 4810 | Highroad IT | \$ 1,193.00 | Technical & Security Support |
| 4811 | La Puente Valley County Water District | \$ 67,153.50 | Labor Costs September 2021 |
| 4812 | Merritt's Hardware | \$ 104.10 | Field Supplies |
| 4813 | RMG Communications | \$ 995.00 | Website Expense |
| 4814 | SC Edison | \$ 3,470.65 | Power Expense |
| 4815 | Time Warner Cable | \$ 84.15 | Telephone Service |
| 4816 | Underground Service Alert | \$ 139.58 | Line Notifications |
| 4817 | Weck Laboratories Inc | \$ 370.00 | Water Sampling |
| 4818 | Cintas | \$ 38.77 | Uniform Service |
| 4819 | InfoSend | \$ 731.06 | Billing Expense |
| 4820 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 4821 | Resource Building Materials | \$ 59.78 | Field Supplies |
| 4822 | SC Edison | \$ 30,848.82 | Power Expense |
| 4823 | SoCal Gas | \$ 16.27 | Gas Expense |
| 4824 | Time Warner Cable | \$ 288.25 | Telephone Service |
| 4825 | Vulcan Materials Company | \$ 1,353.52 | Field Supplies - Asphalt |
| 4826 | ACWA/JPIA | \$ 13,422.76 | Auto & General Liability Program |
| 4827 | Cintas | \$ 38.77 | Uniform Service |
| 4828 | Geosyntec Consultants | \$ 13,966.81 | AWIA Services |
| 4829 | La Puente Valley County Water District | \$ 190.42 | Bank Fee Reimbursement |
| 4830 | S & J Supply Co Inc | \$ 290.55 | Meter Expense |
| 4831 | San Gabriel Valley Water Company | \$ 1,139.01 | Water Service |
| 4832 | Staples | \$ 149.40 | Office Supplies |
| 4833 | Sunbelt Rentals | \$ 277.35 | Equipment Rental |
| 4834 | Weck Laboratories Inc | \$ 141.00 | Water Sampling |
| 4835 | Western Water Works | \$ 5,391.62 | Fire Hydrant Expense |
| 4836 | Citi Cards | \$ 1,571.09 | Prop 218 Notifications & Administrative Expense |
| 4837 | Cell Business Equipment | \$ 51.42 | Office Expense |
| 4838 | Cintas | \$ 38.77 | Uniform Service |
| 4839 | Continental Utility Solutions Inc | \$ 50.00 | Billing Expense |
| 4840 | County of LA-Auditor Controller | \$ 37.40 | Rental Fee |
| 4841 | Ferguson Waterworks | \$ 767.20 | Developer Project |
| 4842 | Industry Public Utility Commission | \$ 913.56 | Industry Hills Power Expense |
| 4843 | InfoSend | \$ 3.00 | Billing Expense |
| 4844 | SoCal Gas | \$ 16.27 | Gas Expense |
| 4845 | Verizon Wireless | \$ 311.00 | Cellular Service |
| 4846 | Verizon Wireless | \$ 95.00 | Cellular Service |
| 4847 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 4848 | Weck Laboratories Inc | \$ 215.00 | Water Sampling |

Industry Public Utilities October 2021 Disbursements - continued

| Check # | Payee | Amount | Description |
|---|---|----------------------|---------------------------|
| Online | County of LA Department of Public Works | \$ 574.00 | Permit Fee's |
| Online | Home Depot Credit Services | \$ 119.43 | Field Supplies |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 44.69 | Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 39.20 | Web E-Check Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Bluefin Payment Systems | \$ 951.10 | Web CC Fee's |
| Total October 2021 Disbursements | | \$ 149,353.69 | |

Industry Public Utilities November 2021 Disbursements

| Check # | Payee | Amount | Description |
|--|--|---------------------|------------------------------|
| 4849 | Armando Jimenez | \$ 58.03 | Customer Overpayment Refund |
| 4850 | CCSInteractive | \$ 13.60 | Monthly Website Hosting |
| 4851 | Cintas | \$ 38.77 | Uniform Service |
| 4852 | Highroad IT | \$ 268.00 | Technical Support |
| 4853 | La Puente Valley County Water District | \$ 59,373.62 | Labor Costs October 2021 |
| 4854 | Merritt's Hardware | \$ 71.36 | Field Supplies |
| 4855 | Peck Road Gravel | \$ 240.00 | Asphalt & Concrete Disposal |
| 4856 | Stetson Engineers Inc | \$ 803.50 | Well Feasibility Study |
| 4857 | Underground Service Alert | \$ 138.76 | Line Notifications |
| 4858 | Weck Laboratories Inc | \$ 30.00 | Water Sampling |
| 4859 | Answering Service Care | \$ 139.68 | Answering Service |
| 4860 | Cintas | \$ 38.77 | Uniform Service |
| 4861 | San Gabriel Basin WQA | \$ 6,618.00 | Pumping Right Assessments |
| 4862 | SC Edison | \$ 11,183.48 | Power Expense |
| 4863 | SoCal Gas | \$ 14.79 | Gas Expense |
| 4864 | Time Warner Cable | \$ 83.57 | Telephone Service |
| 4865 | Time Warner Cable | \$ 288.25 | Telephone Service |
| 4866 | Airgas USA LLC | \$ 38.89 | Field Supplies |
| 4867 | Cintas | \$ 48.22 | Uniform Service |
| 4868 | Citi Cards | \$ 477.86 | Administrative Expense |
| 4869 | InfoSend | \$ 764.99 | Billing Expense |
| 4870 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 4871 | La Puente Valley County Water District | \$ 130.79 | Bank Fee Reimbursement |
| 4872 | Lagerlof LLP | \$ 31.00 | Attorney Fee's |
| 4873 | NJB Soft | \$ 510.00 | Software Renewal |
| 4874 | Peck Road Gravel | \$ 240.00 | Asphalt & Concrete Disposal |
| 4875 | San Gabriel Valley Water Company | \$ 1,171.41 | Water Service |
| 4876 | Vulcan Materials Company | \$ 354.88 | Field Supplies - Asphalt |
| 4877 | Weck Laboratories Inc | \$ 230.00 | Water Sampling |
| 4878 | Industry Public Utility Commission | \$ 903.66 | Industry Hills Power Expense |
| 4879 | InfoSend | \$ 72.30 | Billing Expense |
| 4880 | Nobel Systems | \$ 1,200.00 | GIS Maintenance |
| 4881 | Raftelis Financial Consultants | \$ 2,496.54 | Water Rate Study |
| 4882 | Uline Inc | \$ 171.33 | Field Supplies |
| 4883 | Verizon Wireless | \$ 95.00 | Cellular Service |
| Online | Home Depot Credit Services | \$ 299.45 | Field Supplies |
| Autodeduct | Bluefin Payment Systems | \$ 1,348.49 | Web Merchant Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Jack Henry & Associates | \$ 47.95 | Web E-Check Fee's |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 47.20 | Credit Card Merchant Fee's |
| Total November 2021 Disbursements | | \$ 90,191.14 | |

Industry Public Utilities December 2021 Disbursements

| Check # | Payee | Amount | Description |
|---------|--|--------------|------------------------------|
| 4884 | TE Roberts Incorporated | \$ 3,492.25 | Construction Meter Refund |
| 4885 | CCSInteractive | \$ 13.60 | Monthly Website Hosting |
| 4886 | Cintas | \$ 96.44 | Uniform Service |
| 4887 | Highroad IT | \$ 268.00 | Technical Support |
| 4888 | Merritt's Hardware | \$ 26.81 | Field Supplies |
| 4889 | Petty Cash | \$ 65.57 | Office/Field Expense |
| 4890 | SoCal Gas | \$ 14.79 | Gas Expense |
| 4891 | Underground Service Alert | \$ 107.40 | Line Notifications |
| 4892 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 4893 | Verizon Wireless | \$ 301.75 | Cellular Service |
| 4894 | Weck Laboratories Inc | \$ 322.50 | Water Sampling |
| 4895 | Answering Service Care | \$ 97.02 | Answering Service |
| 4896 | Cintas | \$ 48.22 | Uniform Service |
| 4897 | Grainger Inc | \$ 198.80 | Field Supplies |
| 4898 | InfoSend | \$ 732.58 | Billing Expense |
| 4899 | La Puente Valley County Water District | \$ 53,049.55 | Labor Costs November 2021 |
| 4900 | La Puente Valley County Water District | \$ 49,269.61 | 4th Quarter 2021 O&M Fee |
| 4901 | O'Reilly Auto Parts | \$ 151.56 | Field Supplies |
| 4902 | Peck Road Gravel | \$ 80.00 | Asphalt & Concrete Disposal |
| 4903 | Time Warner Cable | \$ 83.57 | Telephone Service |
| 4904 | Weck Laboratories Inc | \$ 107.50 | Water Sampling |
| 4905 | Western Water Works | \$ 851.16 | Field Supplies |
| 4906 | Cintas | \$ 48.22 | Uniform Service |
| 4907 | Citi Cards | \$ 2,059.00 | Administrative Expenses |
| 4908 | La Puente Valley County Water District | \$ 120.67 | Bank Fee's Reimbursement |
| 4909 | Peck Road Gravel | \$ 160.00 | Asphalt & Concrete Disposal |
| 4910 | RMG Communications | \$ 1,920.00 | Website Expense |
| 4911 | SC Edison | \$ 21,140.08 | Power Expense |
| 4912 | SoCal Gas | \$ 16.27 | Gas Expense |
| 4913 | Time Warner Cable | \$ 288.25 | Telephone Service |
| 4914 | Weck Laboratories Inc | \$ 122.50 | Water Sampling |
| 4915 | Western Water Works | \$ 17,920.66 | Developer Project |
| 4916 | Cintas | \$ 48.22 | Uniform Service |
| 4917 | Continental Utility Solutions Inc | \$ 100.00 | Billing Expense |
| 4918 | Industry Public Utility Commission | \$ 804.16 | Industry Hills Power Expense |
| 4919 | InfoSend | \$ 58.12 | Billing Expense |
| 4920 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 4921 | Peck Road Gravel | \$ 180.00 | Asphalt & Concrete Disposal |
| 4922 | Staples | \$ 42.76 | Office Supplies |
| 4923 | Cintas | \$ 48.22 | Uniform Service |
| 4924 | Peck Road Gravel | \$ 80.00 | Asphalt & Concrete Disposal |
| 4925 | S & J Supply Co Inc | \$ 97.33 | Field Supplies |
| 4926 | San Gabriel Valley Water Company | \$ 904.10 | Water Service |
| 4927 | SoCal Gas | \$ 15.78 | Gas Expense |
| 4928 | State Water Resource Control Board | \$ 12,547.68 | Water System Fee's |
| 4929 | Verizon Wireless | \$ 283.14 | Cellular Service |
| 4930 | Verizon Wireless | \$ 76.02 | Cellular Service |

Industry Public Utilities December 2021 Disbursements - continued

| Check # | Payee | Amount | Description |
|--|----------------------------|----------------------|-------------------------------------|
| 4931 | Verizon Wireless | \$ 95.00 | Cellular Service |
| 4932 | Weck Laboratories Inc | \$ 107.50 | Water Sampling |
| Online | Home Depot | \$ 119.18 | Permit Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 877.66 | Web Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 55.20 | Web E-Check Fee's |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 45.22 | Merchant Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease - Monthly |
| Total December 2021 Disbursements | | \$ 169,944.64 | |

Attachment 3

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 Second 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 | 2.53 | 0.00 | 0.00 | 0.00 | 2.53 | 35.23 | | | | 3.50 | 0.00 | | 3.50 | 54.37 | | 6.03 | |
| 21-22 QTR 3 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.23 | | | | 0.00 | 0.00 | | 0.00 | 54.37 | | 0.00 | |
| 21-22 QTR 4 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.23 | | | | 0.00 | 0.01 | | 0.01 | 54.38 | | 0.01 | |
| Annual Total | 5.68 | 0.00 | 0.00 | 0.00 | 5.68 | 35.23 | 29.55 | | | 15.55 | 0.02 | | 15.57 | 54.38 | 38.81 | 21.25 | 89.61 |

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 | | 0.78 | 0.79 | 5.32 | 0.03 | | 6.92 | 66.74 | | 6.92 | |
| 21-22 QTR 3 | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 66.74 | | 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 | 66.74 | | 0.00 | |
| Annual Total | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | 28.39 | 1.38 | 1.73 | 12.39 | 0.50 | | 16.00 | 66.74 | 50.74 | 16.00 | 95.13 |

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 | 6.03 | 6.92 | 0.89 | 2.53 | 0.00 | -2.53 | 0.00 | 0.00 | 3.50 | 6.92 | 3.42 | 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 | 89.61 | 95.13 | 5.52 | 35.23 | 28.39 | -6.84 | | | 54.38 | 66.74 | 12.36 | | | |

Balance Owed by LPVCWD to CIWS Overall **5.52** Balance Owed to LPVCWD in 488 **6.84** Balance Owed to CIWS in 775 **12.36**

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 the 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

JANUARY 5, 2022

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 November 19, 2021, the Baldwin Park Key Well groundwater elevation was 183.0 feet.
- On December 17, 2021, the Baldwin Park Key Well groundwater elevation was 182.0 feet, no change from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
 - ❖ A decrease of about 1.0 feet from the prior month.
 - ❖ About 18 feet lower than one year ago (represents 144,000 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 – 52,000 AF
 - MWD Cyclic Storage (for UD RDA delivery) – 68,000 AF
 - Other Cyclic Storage – 27,000 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 December 20, 2021
 - ❖ Average rainfall from July 1st through December 20th of each year is about 4.79 inches
 - ❖ Rainfall during July 1, 2021 through December 20, 2021 is about 2.41 inches, which is about 50 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 December 20, 2021
 - ❖ Average rainfall from July 1st through December 20th of each year is about 3.36 inches
 - ❖ Rainfall during July 1, 2021 through December 20, 2021 is about 3.06 inches, which is about 91 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 December 21, 2021 was 15,698 acre-feet (about 19 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 31 cfs and release was 0 cfs as of December 21, 2021.
 - ❖ Morris Reservoir inflow was 0 cfs and release was 0 cfs as of December 21, 2021.

✚ 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 November 2021, Upper District did not make deliveries through USG-3.
 - ❖ During December 2021, Upper District does not plan to make deliveries through USG-3.
 - ❖ During November 2021, Upper District delivered 2,169 acre-feet through the San Gabriel District pipeline to the San Gabriel Canyon and Azusa Surface Water Treatment Plant.
 - ❖ During December 2021, Upper District plans to deliver about 2,300 acre-feet through the San Gabriel District pipeline to the San Gabriel Canyon and Azusa Surface Water Treatment Plant.

Report of the Watermaster Engineer on Hydrologic Conditions – January 5, 2022 (continued)

- Three Valleys District
 - ❖ During November 2021, Three Valleys District delivered 279 acre-feet through PM-26.
 - ❖ During December 2021, Three Valleys District plans to deliver about 321 acre-feet through PM-26.
 - ❖ During November 2021, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.
 - ❖ During December 2021, Three Valleys District does not plan to make deliveries through USG-3 and to the San Gabriel Canyon
- San Gabriel District
 - ❖ During November 2021, San Gabriel District did not make deliveries to the San Gabriel Canyon and to the San Gabriel River.
 - ❖ During December 2021, San Gabriel District does not plan to 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 December 2021:
 - ❖ Azusa Land Reclamation
 - ❖ Peck Road
- 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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Attachment 7

LPVCWD
Salary & Benefits Billing Summary

Dec-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 | \$ 31.56 | \$ 47.33 | \$ 21.09 | \$ 2.57 | \$ 55.21 |
| Customer Service & Accounting Clerk I | 44 | \$ 24.20 | \$ 36.30 | \$ 12.72 | \$ 1.97 | \$ 38.89 |
| Customer Service & Accounting Clerk I | 50 | \$ 20.62 | \$ 30.93 | \$ 0.32 | \$ - | \$ 20.95 |
| Distribution Supervisor | 7 | \$ 51.92 | \$ 77.87 | \$ 20.21 | \$ 10.82 | \$ 82.95 |
| Water Treatment & Supply Supervisor | 12 | \$ 59.56 | \$ 89.33 | \$ 25.05 | \$ 12.41 | \$ 97.02 |
| Water System Maintenance Worker | 49 | \$ 27.88 | \$ 41.81 | \$ 11.21 | \$ 2.27 | \$ 41.35 |
| 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 | \$ 35.26 | \$ 52.89 | \$ 22.06 | \$ 7.35 | \$ 64.66 |
| Water System Operator I | 31 | \$ 34.85 | \$ 52.28 | \$ 22.25 | \$ 7.26 | \$ 64.36 |
| Water System Operator II | 38 | \$ 43.15 | \$ 64.72 | \$ 20.97 | \$ 3.51 | \$ 67.63 |

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 6.1

Memo



To: Industry Public Utilities Commission
Cc: La Puente Valley County Water District, Board of Directors
From: Roy Frausto, General Manager
Date: February 10, 2022
Re: Industry Public Utilities Water Operations Quarterly Report (Oct – Dec 2021)

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 2nd 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

- 2021-22 Fiscal Year Budget – A draft report of Revenue and Expenses as of December 31, 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 were implemented during the first billing cycle of November 2021.
- Capacity Fee Report – District Staff is working with City Staff and anticipate the fees to be considered for adoption during March or April of 2022.
- CIWS Website – District Staff is working on creating an independent website for the CIWS system.
- Water Arrearages Program – District Staff completed and submitted the Water Arrearage Survey and Application for the CIWS. On December 16th, District staff received an email advising that the system was awarded funds that would be sent to the CIWS in approximately 4-6 weeks.
- 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 open to walk-in customers. Customers can still pay their water bill online, by phone, by mail and through a drop box at the payment office.
 - Late charges and shutoffs for nonpayment are currently 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 2nd 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 2nd 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' | 108' | 154' | 49' | 1,398 |

- Production Summary – The production for the 2nd quarter of the fiscal year 2021-22, to meet the needs of the CIWS, was 292.03 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 (%) |
|---------------|---------------|---------------|-----------------------------|-----------------------------|
| October | 137.26 | 108.02 | -21.3% | -21.3% |
| November | 110.83 | 99.58 | -10.2% | -15.7% |
| December | 99.84 | 84.43 | -15.4% | -15.6% |
| Totals | 347.93 | 292.03 | | |

*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 December 31, 2021, as **Attachment 5**.
- MSGB Groundwater Levels – On December 31, 2021, the Baldwin Park key well level was 182.0 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 2nd quarter of the fiscal year 2021-22; approximately 93 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 |
| Nov-21 | 3.1 | 4.0 | 12 | ND | 4.3 | 0.43 | ND | 6.1 |

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). In June 2021, Staff finalized the RAA and certified the completion to the EPA. Based upon the report’s findings and the action plan for vulnerabilities, staff prepared a revised version of the ERP for the CIWS’s water system and submitted a certification to the EPA prior to the deadline. In the coming months staff will perform the necessary training in preparation outlined in the new ERP.
- SCADA Upgrade Project – Staff continues to work with SoCal SCADA in the final testing phase, which consists of paralleled operation of the current software and new software to ensure correct integration to all water system operations. In the coming weeks testing will be completed and a final migration to the new software system will be made to avoiding any operational impacts.
- CIWS Pump and Motor Maintenance – Staff began conducting the preventative maintenance for all well and booster pump motors. These maintenance activities include replacing motor oil, inspections of pump equipment and a thorough cleaning of all components of the pumping equipment.
- CIWS Water Quality – Staff recently performed the annual blow-off flushing maintenance for both water systems. These activities consist of flushing the water from all of the identified dead-end lines in the water distribution systems and conduct water quality testing. These maintenance activities ensure that water quality and chlorine residuals are consistent throughout the water system.

Personnel

- As of December 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 December 31, 2021, is enclosed as **Attachment 7**.

Attachments

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

Attachment 1

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS
Statement of Revenue and Expenses Summary
For the Period Ending December 31, 2021
(Unaudited)

| | DECEMBER 2021 | FISCAL YTD 2021-22 | BUDGET 2021-22 | 50% OF BUDGET | YEAR END FY 2020-21 |
|-------------------------------------|------------------|-----------------------|-------------------|------------------|------------------------|
| REVENUE | | | | | |
| Operational Revenue | \$ 109,406 | \$ 997,040 | \$ 1,866,000 | 53% | \$ 1,929,343 |
| Non-Operational Revenue | - | - | 52,500 | 0% | 66,099 |
| TOTAL REVENUES | 109,406 | 997,040 | 1,918,500 | 52% | 1,995,442 |
| EXPENSE | | | | | |
| Salaries & Benefits | 64,846 | 378,447 | 719,000 | 53% | 666,422 |
| Supply & Treatment | 11,857 | 124,997 | 909,300 | 14% | 832,904 |
| Other Operating Expense | 14,713 | 57,174 | 254,000 | 23% | 195,214 |
| General & Administrative | 53,505 | 151,959 | 366,600 | 41% | 283,775 |
| System Improvements & Miscellaneous | 16,260 | 38,239 | 102,500 | 37% | 135,802 |
| TOTAL EXPENSE | 161,182 | 750,816 | 2,351,400 | 32% | 2,114,117 |
| NET INCOME / (LOSS) | (51,776) | 246,224 | (432,900) | -57% | (118,675) |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending December 31, 2021

(Unaudited)

| | DECEMBER 2021 | FISCAL YTD 2021-22 | BUDGET 2021-22 | 50% OF BUDGET | YEAR END FY 2020-21 |
|---------------------------------------|------------------|-----------------------|-------------------|------------------|------------------------|
| Operational Revenues | | | | | |
| Water Sales | \$ 57,730 | \$ 642,746 | \$ 1,150,000 | 56% | \$ 1,202,198 |
| Service Charges | 46,957 | 299,215 | 610,000 | 49% | 619,862 |
| Customer Charges | 520 | 3,675 | 3,000 | 123% | 3,005 |
| Fire Service | 4,199 | 51,404 | 103,000 | 50% | 104,277 |
| Taxes & Assessments | - | - | - | N/A | - |
| <i>Total Operational Revenues</i> | 109,406 | 997,040 | 1,866,000 | 53% | 1,929,343 |
| Non-Operational Revenues | | | | | |
| Contamination Reimbursement | - | - | 50,000 | 0% | 55,276 |
| Developer Fees | - | - | 2,500 | 0% | 10,823 |
| Miscellaneous Income | - | - | - | N/A | - |
| <i>Total Non-Operational Revenues</i> | - | - | 52,500 | 0% | 66,099 |
| TOTAL REVENUES | 109,406 | 997,040 | 1,918,500 | 52% | 1,995,442 |
| Salaries & Benefits | | | | | |
| Administrative Salaries | 19,580 | 114,537 | 221,000 | 52% | 214,069 |
| Field Salaries | 22,137 | 135,084 | 243,000 | 56% | 218,119 |
| Employee Benefits | 13,194 | 73,679 | 145,000 | 51% | 131,105 |
| Pension Plan | 5,992 | 35,973 | 72,000 | 50% | 67,955 |
| Payroll Taxes | 2,829 | 16,960 | 31,000 | 55% | 29,228 |
| Workers Compensation | 1,113 | 2,215 | 7,000 | 32% | 5,946 |
| <i>Total Salaries & Benefits</i> | 64,846 | 378,447 | 719,000 | 53% | 666,422 |
| Supply & Treatment | | | | | |
| Purchased Water - Leased | - | - | 399,100 | 0% | 375,508 |
| Purchased Water - Other | 904 | 6,872 | 20,000 | 34% | 15,064 |
| Power | 10,904 | 104,778 | 170,000 | 62% | 150,405 |
| Assessments | - | 13,236 | 283,200 | 5% | 278,882 |
| Treatment | - | - | 7,000 | 0% | 5,233 |
| Well & Pump Maintenance | 49 | 111 | 30,000 | 0% | 7,812 |
| <i>Total Supply & Treatment</i> | 11,857 | 124,997 | 909,300 | 14% | 832,904 |
| Other Operating Expenses | | | | | |
| General Plant | 222 | 3,184 | 55,000 | 6% | 5,707 |
| Transmission & Distribution | 597 | 25,767 | 85,000 | 30% | 91,588 |
| Vehicles & Equipment | - | - | 36,000 | 0% | 30,533 |
| Field Support & Other Expenses | 886 | 9,366 | 40,000 | 23% | 33,329 |
| Regulatory Compliance | 13,008 | 18,857 | 38,000 | 50% | 34,056 |
| <i>Total Other Operating Expenses</i> | 14,713 | 57,174 | 254,000 | 23% | 195,214 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending December 31, 2021

(Unaudited)

| | DECEMBER 2021 | FISCAL YTD 2021-22 | BUDGET 2021-22 | 50% OF BUDGET | YEAR END FY 2020-21 |
|--|------------------|-----------------------|-------------------|------------------|------------------------|
| General & Administrative | | | | | |
| Management Fee | 49,270 | 98,539 | 199,100 | 49% | 195,146 |
| Office Expenses | 599 | 5,486 | 30,000 | 18% | 21,646 |
| Insurance | - | 10,517 | 17,500 | 60% | 15,978 |
| Professional Services | - | 12,530 | 70,000 | 18% | 21,636 |
| Customer Accounts | 1,589 | 12,126 | 30,000 | 40% | 24,864 |
| Public Outreach & Conservation | 1,934 | 11,243 | 15,000 | 75% | 195 |
| Other Administrative Expenses | 114 | 1,517 | 5,000 | 30% | 4,311 |
| <i>Total General & Administrative</i> | 53,505 | 151,959 | 366,600 | 41% | 283,775 |
| Other Exp. & System Improvements (Water Ops Fund) | | | | | |
| Fire Hydrant Repair/Replace | - | 12,732 | 6,500 | 196% | 3,562 |
| Service Line Replacements | - | - | 30,000 | 0% | 51,825 |
| Valve Replacements & Installations | - | - | 19,000 | 0% | 15,570 |
| Meter Read Collection System | - | - | 12,000 | 0% | 11,260 |
| SCADA Improvements | 16,260 | 16,699 | 10,000 | 167% | 14,014 |
| Water Rate Study | - | 6,088 | - | N/A | 4,800 |
| Groundwater Treatment Facility Feas. Stud | - | 2,720 | 25,000 | 11% | 34,770 |
| <i>Total Other & System Improvements</i> | 16,260 | 38,239 | 102,500 | 37% | 135,802 |
| TOTAL EXPENSES | 161,182 | 750,816 | 2,351,400 | 32% | 2,114,117 |
| NET INCOME / (LOSS) | (51,776) | 246,224 | (432,900) | | (118,675) |

Attachment 2

Industry Public Utilities October 2021 Disbursements

| Check # | Payee | Amount | Description |
|---------|--|--------------|---|
| 4805 | ACP Publication & Marketing | \$ 180.40 | Prop 218 Notifications |
| 4806 | ACWA/JPIA | \$ 1,101.69 | Worker's Compensation Program |
| 4807 | Answering Service Care | \$ 181.94 | Answering Service |
| 4808 | CCSInteractive | \$ 13.60 | Website Hosting |
| 4809 | Cintas | \$ 38.77 | Uniform Service |
| 4810 | Highroad IT | \$ 1,193.00 | Technical & Security Support |
| 4811 | La Puente Valley County Water District | \$ 67,153.50 | Labor Costs September 2021 |
| 4812 | Merritt's Hardware | \$ 104.10 | Field Supplies |
| 4813 | RMG Communications | \$ 995.00 | Website Expense |
| 4814 | SC Edison | \$ 3,470.65 | Power Expense |
| 4815 | Time Warner Cable | \$ 84.15 | Telephone Service |
| 4816 | Underground Service Alert | \$ 139.58 | Line Notifications |
| 4817 | Weck Laboratories Inc | \$ 370.00 | Water Sampling |
| 4818 | Cintas | \$ 38.77 | Uniform Service |
| 4819 | InfoSend | \$ 731.06 | Billing Expense |
| 4820 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 4821 | Resource Building Materials | \$ 59.78 | Field Supplies |
| 4822 | SC Edison | \$ 30,848.82 | Power Expense |
| 4823 | SoCal Gas | \$ 16.27 | Gas Expense |
| 4824 | Time Warner Cable | \$ 288.25 | Telephone Service |
| 4825 | Vulcan Materials Company | \$ 1,353.52 | Field Supplies - Asphalt |
| 4826 | ACWA/JPIA | \$ 13,422.76 | Auto & General Liability Program |
| 4827 | Cintas | \$ 38.77 | Uniform Service |
| 4828 | Geosyntec Consultants | \$ 13,966.81 | AWIA Services |
| 4829 | La Puente Valley County Water District | \$ 190.42 | Bank Fee Reimbursement |
| 4830 | S & J Supply Co Inc | \$ 290.55 | Meter Expense |
| 4831 | San Gabriel Valley Water Company | \$ 1,139.01 | Water Service |
| 4832 | Staples | \$ 149.40 | Office Supplies |
| 4833 | Sunbelt Rentals | \$ 277.35 | Equipment Rental |
| 4834 | Weck Laboratories Inc | \$ 141.00 | Water Sampling |
| 4835 | Western Water Works | \$ 5,391.62 | Fire Hydrant Expense |
| 4836 | Citi Cards | \$ 1,571.09 | Prop 218 Notifications & Administrative Expense |
| 4837 | Cell Business Equipment | \$ 51.42 | Office Expense |
| 4838 | Cintas | \$ 38.77 | Uniform Service |
| 4839 | Continental Utility Solutions Inc | \$ 50.00 | Billing Expense |
| 4840 | County of LA-Auditor Controller | \$ 37.40 | Rental Fee |
| 4841 | Ferguson Waterworks | \$ 767.20 | Developer Project |
| 4842 | Industry Public Utility Commission | \$ 913.56 | Industry Hills Power Expense |
| 4843 | InfoSend | \$ 3.00 | Billing Expense |
| 4844 | SoCal Gas | \$ 16.27 | Gas Expense |
| 4845 | Verizon Wireless | \$ 311.00 | Cellular Service |
| 4846 | Verizon Wireless | \$ 95.00 | Cellular Service |
| 4847 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 4848 | Weck Laboratories Inc | \$ 215.00 | Water Sampling |

Industry Public Utilities October 2021 Disbursements - continued

| Check # | Payee | Amount | Description |
|---|---|-----------------------------|---------------------------|
| Online | County of LA Department of Public Works | \$ 574.00 | Permit Fee's |
| Online | Home Depot Credit Services | \$ 119.43 | Field Supplies |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 44.69 | Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 39.20 | Web E-Check Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Bluefin Payment Systems | <u>\$ 951.10</u> | Web CC Fee's |
| Total October 2021 Disbursements | | <u>\$ 149,353.69</u> | |

Industry Public Utilities November 2021 Disbursements

| Check # | Payee | Amount | Description |
|--|--|---------------------|------------------------------|
| 4849 | Armando Jimenez | \$ 58.03 | Customer Overpayment Refund |
| 4850 | CCSInteractive | \$ 13.60 | Monthly Website Hosting |
| 4851 | Cintas | \$ 38.77 | Uniform Service |
| 4852 | Highroad IT | \$ 268.00 | Technical Support |
| 4853 | La Puente Valley County Water District | \$ 59,373.62 | Labor Costs October 2021 |
| 4854 | Merritt's Hardware | \$ 71.36 | Field Supplies |
| 4855 | Peck Road Gravel | \$ 240.00 | Asphalt & Concrete Disposal |
| 4856 | Stetson Engineers Inc | \$ 803.50 | Well Feasibility Study |
| 4857 | Underground Service Alert | \$ 138.76 | Line Notifications |
| 4858 | Weck Laboratories Inc | \$ 30.00 | Water Sampling |
| 4859 | Answering Service Care | \$ 139.68 | Answering Service |
| 4860 | Cintas | \$ 38.77 | Uniform Service |
| 4861 | San Gabriel Basin WQA | \$ 6,618.00 | Pumping Right Assessments |
| 4862 | SC Edison | \$ 11,183.48 | Power Expense |
| 4863 | SoCal Gas | \$ 14.79 | Gas Expense |
| 4864 | Time Warner Cable | \$ 83.57 | Telephone Service |
| 4865 | Time Warner Cable | \$ 288.25 | Telephone Service |
| 4866 | Airgas USA LLC | \$ 38.89 | Field Supplies |
| 4867 | Cintas | \$ 48.22 | Uniform Service |
| 4868 | Citi Cards | \$ 477.86 | Administrative Expense |
| 4869 | InfoSend | \$ 764.99 | Billing Expense |
| 4870 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 4871 | La Puente Valley County Water District | \$ 130.79 | Bank Fee Reimbursement |
| 4872 | Lagerlof LLP | \$ 31.00 | Attorney Fee's |
| 4873 | NJB Soft | \$ 510.00 | Software Renewal |
| 4874 | Peck Road Gravel | \$ 240.00 | Asphalt & Concrete Disposal |
| 4875 | San Gabriel Valley Water Company | \$ 1,171.41 | Water Service |
| 4876 | Vulcan Materials Company | \$ 354.88 | Field Supplies - Asphalt |
| 4877 | Weck Laboratories Inc | \$ 230.00 | Water Sampling |
| 4878 | Industry Public Utility Commission | \$ 903.66 | Industry Hills Power Expense |
| 4879 | InfoSend | \$ 72.30 | Billing Expense |
| 4880 | Nobel Systems | \$ 1,200.00 | GIS Maintenance |
| 4881 | Raftelis Financial Consultants | \$ 2,496.54 | Water Rate Study |
| 4882 | Uline Inc | \$ 171.33 | Field Supplies |
| 4883 | Verizon Wireless | \$ 95.00 | Cellular Service |
| Online | Home Depot Credit Services | \$ 299.45 | Field Supplies |
| Autodeduct | Bluefin Payment Systems | \$ 1,348.49 | Web Merchant Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Jack Henry & Associates | \$ 47.95 | Web E-Check Fee's |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 47.20 | Credit Card Merchant Fee's |
| Total November 2021 Disbursements | | \$ 90,191.14 | |

Industry Public Utilities December 2021 Disbursements

| Check # | Payee | Amount | Description |
|---------|--|--------------|------------------------------|
| 4884 | TE Roberts Incorporated | \$ 3,492.25 | Construction Meter Refund |
| 4885 | CCSInteractive | \$ 13.60 | Monthly Website Hosting |
| 4886 | Cintas | \$ 96.44 | Uniform Service |
| 4887 | Highroad IT | \$ 268.00 | Technical Support |
| 4888 | Merritt's Hardware | \$ 26.81 | Field Supplies |
| 4889 | Petty Cash | \$ 65.57 | Office/Field Expense |
| 4890 | SoCal Gas | \$ 14.79 | Gas Expense |
| 4891 | Underground Service Alert | \$ 107.40 | Line Notifications |
| 4892 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 4893 | Verizon Wireless | \$ 301.75 | Cellular Service |
| 4894 | Weck Laboratories Inc | \$ 322.50 | Water Sampling |
| 4895 | Answering Service Care | \$ 97.02 | Answering Service |
| 4896 | Cintas | \$ 48.22 | Uniform Service |
| 4897 | Grainger Inc | \$ 198.80 | Field Supplies |
| 4898 | InfoSend | \$ 732.58 | Billing Expense |
| 4899 | La Puente Valley County Water District | \$ 53,049.55 | Labor Costs November 2021 |
| 4900 | La Puente Valley County Water District | \$ 49,269.61 | 4th Quarter 2021 O&M Fee |
| 4901 | O'Reilly Auto Parts | \$ 151.56 | Field Supplies |
| 4902 | Peck Road Gravel | \$ 80.00 | Asphalt & Concrete Disposal |
| 4903 | Time Warner Cable | \$ 83.57 | Telephone Service |
| 4904 | Weck Laboratories Inc | \$ 107.50 | Water Sampling |
| 4905 | Western Water Works | \$ 851.16 | Field Supplies |
| 4906 | Cintas | \$ 48.22 | Uniform Service |
| 4907 | Citi Cards | \$ 2,059.00 | Administrative Expenses |
| 4908 | La Puente Valley County Water District | \$ 120.67 | Bank Fee's Reimbursement |
| 4909 | Peck Road Gravel | \$ 160.00 | Asphalt & Concrete Disposal |
| 4910 | RMG Communications | \$ 1,920.00 | Website Expense |
| 4911 | SC Edison | \$ 21,140.08 | Power Expense |
| 4912 | SoCal Gas | \$ 16.27 | Gas Expense |
| 4913 | Time Warner Cable | \$ 288.25 | Telephone Service |
| 4914 | Weck Laboratories Inc | \$ 122.50 | Water Sampling |
| 4915 | Western Water Works | \$ 17,920.66 | Developer Project |
| 4916 | Cintas | \$ 48.22 | Uniform Service |
| 4917 | Continental Utility Solutions Inc | \$ 100.00 | Billing Expense |
| 4918 | Industry Public Utility Commission | \$ 804.16 | Industry Hills Power Expense |
| 4919 | InfoSend | \$ 58.12 | Billing Expense |
| 4920 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 4921 | Peck Road Gravel | \$ 180.00 | Asphalt & Concrete Disposal |
| 4922 | Staples | \$ 42.76 | Office Supplies |
| 4923 | Cintas | \$ 48.22 | Uniform Service |
| 4924 | Peck Road Gravel | \$ 80.00 | Asphalt & Concrete Disposal |
| 4925 | S & J Supply Co Inc | \$ 97.33 | Field Supplies |
| 4926 | San Gabriel Valley Water Company | \$ 904.10 | Water Service |
| 4927 | SoCal Gas | \$ 15.78 | Gas Expense |
| 4928 | State Water Resource Control Board | \$ 12,547.68 | Water System Fee's |
| 4929 | Verizon Wireless | \$ 283.14 | Cellular Service |
| 4930 | Verizon Wireless | \$ 76.02 | Cellular Service |

Industry Public Utilities December 2021 Disbursements - continued

| Check # | Payee | Amount | Description |
|--|----------------------------|----------------------|-------------------------------------|
| 4931 | Verizon Wireless | \$ 95.00 | Cellular Service |
| 4932 | Weck Laboratories Inc | \$ 107.50 | Water Sampling |
| Online | Home Depot | \$ 119.18 | Permit Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 877.66 | Web Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 55.20 | Web E-Check Fee's |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 45.22 | Merchant Fee's |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease - Monthly |
| Total December 2021 Disbursements | | \$ 169,944.64 | |

Attachment 3

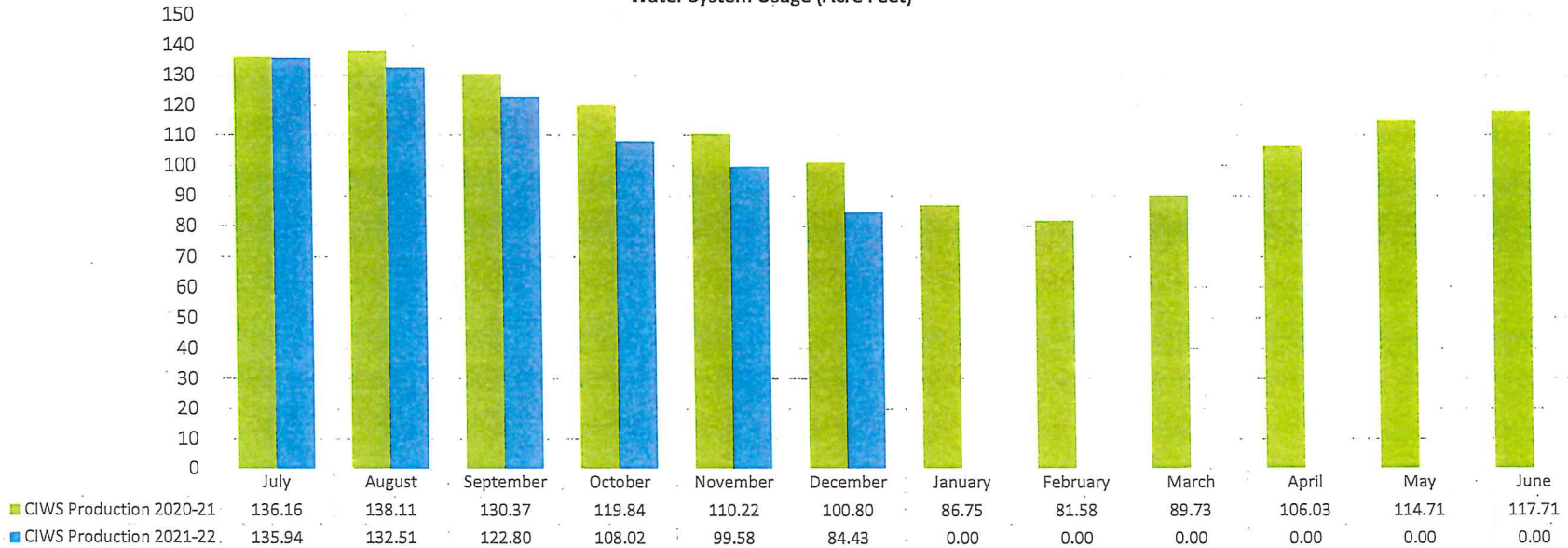
Attachment 4

Industry Public Utilities - Water Operations

PRODUCTION REPORT - FISCAL 2021-22

| CIWS PRODUCTION | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | 2021-22 FISCAL | 2020-21 FISCAL |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|----------------|----------------|
| COI Well No. 5 To SGVCW B5 | 202.13 | 190.00 | 183.17 | 191.18 | 181.27 | 188.41 | | | | | | | 1136.16 | 1935.09 |
| Interconnections to CIWS | | | | | | | | | | | | | | |
| SGVWC Salt Lake Ave | 0.67 | 0.57 | 0.51 | 0.57 | 0.46 | 0.38 | | | | | | | 3.16 | 7.40 |
| SGVWC Lomas Ave | 130.47 | 129.44 | 122.87 | 107.76 | 99.12 | 84.20 | | | | | | | 673.86 | 129.34 |
| SGVWC Workman Mill Rd | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | | | | 0.00 | 0.32 |
| Interconnections from LPVCWD | 7.32 | 6.16 | 1.74 | 2.64 | 2.25 | 1.14 | | | | | | | 21.25 | 25.82 |
| Subtotal | 138.46 | 136.17 | 125.12 | 110.97 | 101.83 | 85.72 | | | | | | | 698.27 | 1327.88 |
| Interconnections to LPVCWD | 2.52 | 3.66 | 2.32 | 2.95 | 2.25 | 1.29 | | | | | | | 14.99 | 40.58 |
| Production for CIWS 2021-22 | 135.94 | 132.51 | 122.80 | 108.02 | 99.58 | 84.43 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 683.28 | 1287.30 |

Water System Usage (Acre Feet)



Attachment 5

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

Deliveries from LPVCWD to CIWS

Report for Second 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 | 2.53 | 0.00 | 0.00 | 0.00 | 2.53 | 35.23 | | | | 3.50 | 0.00 | | 3.50 | 54.37 | | 6.03 | |
| 21-22 QTR 3 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.23 | | | | 0.00 | 0.00 | | 0.00 | 54.37 | | 0.00 | |
| 21-22 QTR 4 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.23 | | | | 0.00 | 0.01 | | 0.01 | 54.38 | | 0.01 | |
| Annual Total | 5.68 | 0.00 | 0.00 | 0.00 | 5.68 | 35.23 | 29.55 | | | 15.55 | 0.02 | | 15.57 | 54.38 | 38.81 | 21.25 | 89.61 |

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 | | 0.78 | 0.79 | 5.32 | 0.03 | | 6.92 | 66.74 | | 6.92 | |
| 21-22 QTR 3 | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 66.74 | | 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 | 66.74 | | 0.00 | |
| Annual Total | 0.00 | 0.00 | | 0.00 | 0.00 | 28.39 | 28.39 | 1.38 | 1.73 | 12.39 | 0.50 | | 16.00 | 66.74 | 50.74 | 16.00 | 95.13 |

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 | 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 | 0.00 | |
| 21-22 QTR 2 | 6.03 | 6.92 | 0.89 | 2.53 | 0.00 | -2.53 | 0.00 | 0.00 | 3.50 | 6.92 | 3.42 | 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 | 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 | 0.00 | |
| Running Total | 89.61 | 95.13 | 5.52 | 35.23 | 28.39 | -6.84 | | | 54.38 | 66.74 | 12.36 | | | | | |

Balance Owed by LPVCWD to CIWS Overall 5.52 Balance Owed to LPVCWD in 488 6.84 Balance Owed to CIWS in 775 12.36

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.

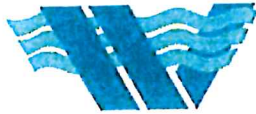
Column C represents water delivered in Zone 775 that was not redelivered within 12 months.

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

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Main San Gabriel Basin WATERMASTER

JANUARY 5, 2022

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 November 19, 2021, the Baldwin Park Key Well groundwater elevation was 183.0 feet.
- On December 17, 2021, the Baldwin Park Key Well groundwater elevation was 182.0 feet, no change from the prior week. **The historic low was 169.4 feet on November 21, 2018.**
 - ❖ A decrease of about 1.0 feet from the prior month.
 - ❖ About 18 feet lower than one year ago (represents 144,000 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 – 52,000 AF
 - MWD Cyclic Storage (for UD RDA delivery) – 68,000 AF
 - Other Cyclic Storage – 27,000 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 December 20, 2021
 - ❖ Average rainfall from July 1st through December 20th of each year is about 4.79 inches
 - ❖ Rainfall during July 1, 2021 through December 20, 2021 is about 2.41 inches, which is about 50 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 December 20, 2021
 - ❖ Average rainfall from July 1st through December 20th of each year is about 3.36 inches
 - ❖ Rainfall during July 1, 2021 through December 20, 2021 is about 3.06 inches, which is about 91 percent of average.

Report of the Watermaster Engineer on Hydrologic Conditions – January 5, 2022 (continued)

- ❖ 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 December 21, 2021 was 15,698 acre-feet (about 19 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 31 cfs and release was 0 cfs as of December 21, 2021.
 - ❖ Morris Reservoir inflow was 0 cfs and release was 0 cfs as of December 21, 2021.

✚ 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 November 2021, Upper District did not make deliveries through USG-3.
 - ❖ During December 2021, Upper District does not plan to make deliveries through USG-3.
 - ❖ During November 2021, Upper District delivered 2,169 acre-feet through the San Gabriel District pipeline to the San Gabriel Canyon and Azusa Surface Water Treatment Plant.
 - ❖ During December 2021, Upper District plans to deliver about 2,300 acre-feet through the San Gabriel District pipeline to the San Gabriel Canyon and Azusa Surface Water Treatment Plant.

Report of the Watermaster Engineer on Hydrologic Conditions – January 5, 2022 (continued)

- Three Valleys District
 - ❖ During November 2021, Three Valleys District delivered 279 acre-feet through PM-26.
 - ❖ During December 2021, Three Valleys District plans to deliver about 321 acre-feet through PM-26.
 - ❖ During November 2021, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.
 - ❖ During December 2021, Three Valleys District does not plan to make deliveries through USG-3 and to the San Gabriel Canyon.
- San Gabriel District
 - ❖ During November 2021, San Gabriel District did not make deliveries to the San Gabriel Canyon and to the San Gabriel River.
 - ❖ During December 2021, San Gabriel District does not plan to 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 December 2021:
 - ❖ Azusa Land Reclamation
 - ❖ Peck Road
- During the tour, Watermaster staff found that each landfill appeared to operate consistent with the conditions under each landfill's permit.

Attachment 7

LPVCWD
Salary & Benefits Billing Summary

Dec-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 | \$ 31.56 | \$ 47.33 | \$ 21.09 | \$ 2.57 | \$ 55.21 |
| Customer Service & Accounting Clerk I | 44 | \$ 24.20 | \$ 36.30 | \$ 12.72 | \$ 1.97 | \$ 38.89 |
| Customer Service & Accounting Clerk I | 50 | \$ 20.62 | \$ 30.93 | \$ 0.32 | \$ - | \$ 20.95 |
| Distribution Supervisor | 7 | \$ 51.92 | \$ 77.87 | \$ 20.21 | \$ 10.82 | \$ 82.95 |
| Water Treatment & Supply Supervisor | 12 | \$ 59.56 | \$ 89.33 | \$ 25.05 | \$ 12.41 | \$ 97.02 |
| Water System Maintenance Worker | 49 | \$ 27.88 | \$ 41.81 | \$ 11.21 | \$ 2.27 | \$ 41.35 |
| 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 | \$ 35.26 | \$ 52.89 | \$ 22.06 | \$ 7.35 | \$ 64.66 |
| Water System Operator I | 31 | \$ 34.85 | \$ 52.28 | \$ 22.25 | \$ 7.26 | \$ 64.36 |
| Water System Operator II | 38 | \$ 43.15 | \$ 64.72 | \$ 20.97 | \$ 3.51 | \$ 67.63 |