INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY



SPECIAL MEETING AGENDA MAY 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: 141 670 499#. 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 Industry Public Utilities Commission meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 12:00 p.m. on Monday, May 9, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Addressing the Commission:

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

Agendas and other writings:

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

- 1. Call to Order
- 2. Flag Salute
- 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 May 12, 2022

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

5.2 Consideration of the minutes of the April 14, 2022 regular meeting

RECOMMENDED ACTION: App

Approve as submitted.

5.3 Consideration of Resolution No. IPUC 2022-09 – A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION:

Adopt Resolution No. IPUC 2022-

09.

5.4 Consideration of Amendment No. 3 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., for the Waddingham Substation, extending the term through June 30, 2025, revising the rate schedule, increasing compensation by \$350,000.00, revising indemnity provisions, and updating the address of Industry Public Utilities (MP 02-05 #7)

RECOMMENDED ACTION:

Approve the Amendment.

5.5 Consideration of a Reimbursement to HD Supply Facilities Maintenance, located at 21651 and 21535 Baker Parkway, under the Energy Efficiency Incentive Program, in the amount of \$64,327.88

RECOMMENDED ACTION: Approve the reimbursement of \$64,327.88 to HD Supply Facilities Maintenance under the Energy Efficiency Incentive Program.

5.6 Industry Public Utilities Water Operations Quarterly Report (January-March 2022)

RECOMMENDED ACTION:

Receive and file the report.

- 6. **PUBLIC UTILITIES DIRECTOR COMMENTS**
- 7. **AB 1234 REPORTS**
- 8. **COMMISSIONER COMMUNICATIONS**
- 9. Adjournment. Next regular meeting: Thursday, June 9, 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 May 12, 2022

<u>FUND</u>	DESCRIPTION	DISBURSEMENTS
122 123 161 560	IPU-ELECTRIC CAPITAL IMPROVEMENT IPU-WATER CAPITAL IMPROVEMENT IPUC ELECTRIC FUND IPUC WATER FUND	1,497.50 3,760.00 137,128.00 67,256.33
TOTAL ALL FUNDS		209,641.83
BANK	DESCRIPTION	DISBURSEMENTS
IPUCEEP.WF.CHK IPUCELEC.WF IPUC.CHK	IPUC EEP WELLS FARGO CK IPUC ELECTRIC WELLS FARGO CKING IPUC WATER BOFA CKING	2,046.82 136,578.68 71,016.33
TOTAL ALL BANKS	*	209,641.83

APPROVED PER CITY MANAGER

Industry Public Utilities Commission Wells Fargo - Electric Energy Efficiency Program May 12, 2022

Payee Name		Date	Check
	S FARGO CK	WF.CHK - IPUC EEP WELL	IPUCEEP.V
INDUSTRY PUBLIC UTILITIES (05/12/2022	500002
	Date	Invoice	
RANSFER TO IPUC-ELETRIC (PAID FROM WRONG AC \$2	04/27/2022	4/27/2022	
(ANSFER TO IPUC-ELETRIC (PAID FROM WRONG AC \$2	04/2/12022	4/2/1/2022	
INDUSTRY PUBLIC UTILITIES (Description TRANSFER TO IPUC-ELETRIC (PAID F	Date Description	WF.CHK - IPUC EEP WELLS FARGO CK 05/12/2022 Invoice Date Description

Status

Total

Count

Transaction Amount

\$2,046.82

Checks

Industry Public Utilities Commission Wells Fargo - Electric May 12, 2022

Check	Date		Payee Name		Check Amount
IPUCELE	C.WF.CHK - IPUC Electric We	ells Fargo CHK			
10997	04/27/2022				
	Invoice	Date	FRONTIER		\$1,280.10
	2022-00001814	04/10/2022	Description	Amount	
	2022-00001815		04/10-05/09/22 SVC - GS 747 S ANAHEIM PUENTE RD	\$183.60	
	2022-00001816	04/10/2022	04/10-05/09/22 SVC - EM 21508 BAKER PKWY BLDG 22	\$56.65	
		04/10/2022	04/10-05/09/22 SVC - GS 21640 VALLEY BLVD	\$38.56	
	2022-00001817	04/10/2022	04/10-05/09/22 SVC - EM 21808 GARCIA LN	\$78.20	
	2022-00001818	04/09/2022	04/09-05/08/22 SVC - EM 208 WADDINHGAM WAY	\$890.00	
	2022-00001819	04/07/2022	04/07-05/06/22 SVC - GS 408 BREA CYN RD	\$33.09	
10998	05/04/2022		CALPINE ENERGY S	OLUTIONS, LLC	\$96,733.83
	Invoice	Date	Description	Amount	, ,
	221110016206913	04/21/2022	WHOLESALE USE - MAR 2022	\$96,733.83	
10999	05/04/2022		FRONTIER		\$168.37
	Invoice	Date	Description	Amount	Ψ100.57
	2022-00001853	04/19/2022	04/19-05/18/22 SVC - EM 21438 BAKER PKWY BLDG 25	\$56.65	
	2022-00001854	04/19/2022	04/15-05/18/22 SVC - GS 21660 VALLEY BLVD	\$55.07	
	2022-00001855	04/19/2022	04/19-05/18/22 SVC - EM 21415 BAKER PKWY	\$56.65	
11000	05/04/2022		SOUTHERN CALIFOR	NIA EDISON	\$11,154.88
	Invoice	Date	Description	Amount	ψ11,134.00
	7501386534	04/21/2022	03/03/31/22 SVC - 208 S WADDINGHAM WAY	\$8,266.71	
	7501386533	04/21/2022	03/01-03/31/22 SVC - 133 N AZUSA AVE	• •	
	7501386523	04/21/2022	03/01-03/31/22 SVC - 745 ANAHEIM-PUENTE RD	\$1,860.71 \$1,027.46	
11001	05/12/2022		CALIFORNIA DEPT O	F TAX AND FFE A	\$2,829.00
	Invoice	Date	Description	Amount	Ψ2,029.00

Industry Public Utilities Commission Wells Fargo - Electric May 12, 2022

Check	Date		Payee Name		Check Amount
IPUCELE	C.WF.CHK - IPUC Electric V	Vells Fargo CHK			
	1/1/22-3/31/22	04/21/2022	ENERGY SURCHARGE TAX JAN-MAR 2022	\$2,829.00	
11002	05/12/2022		CNC ENGINEERING		\$23,117.50
	Invoice	Date	Description	Amount	Ψσ,111.00
	505228	04/28/2022	AUTOMATIC METER READING	\$1,497.50	
	505229	04/28/2022	REMOTE MONITORING - WADDINGHAM SUBSTATION	\$220.00	
	505230	04/28/2022	CITY ELECTRICAL FACILITIES	\$21,400.00	
11003	05/12/2022		GARCIA'S FENCE CO	ORP	\$1,295.00
	Invoice	Date	Description	Amount	¥ 1,=00.00
	42214	04/11/2022	REPAIR GATE - WADDINGHAM STN	\$1,295.00	
		· · · · · · · · · · · · · · · · · · ·			

Checks	Status	Count	Transaction Amount	
	Total	7	\$136,578,68	

Industry Public Utilities Commission Bank of America - Water May 12, 2022

Check	Date		Payee Name		Check Amoun
IPUC.CHK	C - IPUC Water BofA Checkir	ng	,		
40580	04/14/2022	1907	SOUTHERN CALIFORNIA EDISC		
	Invoice	Date	Description SOUTHERN CALIFORNIA EDISC		\$15,807.72
	2022-00001785	04/04/2022	03/02-03/30/22 SVC - 1991 WORKMAN MILL U	Amount \$15,807.72	
40581	05/04/2022		ROWLAND WATER DISTRICT		\$49,223.6
	Invoice	Date	Description	Amount	¥ /0,220.0
	I-03312022-A	03/31/2022	CONTRACT SVC - MAR 2022	\$8,411.84	
	I-03312022-B	03/31/2022	CONTRACT SVC - MAR 2022	\$584.74	
	I-03312022-D	03/31/2022	CONTRACT SVC - MAR 2022	\$5,842.00	
	I-12312021-C	12/31/2021	CONTRACT SVC - DEC 2021	\$2,173.50	
	I-12312021-B	12/31/2021	CONTRACT SVC - DEC 2021	\$11,637.52	
	I-12312021-A	12/31/2021	CONTRACT SVC - DEC 2021	\$20,574.01	
40582	05/12/2022		CNC ENGINEERING		\$3,985.0
	Invoice	Date	Description	Amount	¥= , =====
	505231	04/28/2022	4TH AVE & TRAILSIDE WATERLINE IMPROVEMENTS	\$1,550.00	
	505232	04/28/2022	LOMITAS GENERATOR	\$2,210.00	
	505233	04/28/2022	CIWS MANAGEMENT & OPERATION - PUENTE BASIN WATERMA	\$225.00	
40583	05/12/2022		INDUSTRY PUBLIC UTILITIES C	OMMISSION	\$2,000.00
	Invoice	Date	Description	Amount	, ,
	MAY-22	04/25/2022	REPLENISH PAYROLL ACCOUNT FOR MAY 2022	\$2,000.00	

Checks	Status	Count	Transaction Amou	
	Total	4	\$71.016.33	

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.2

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 8:30 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: 878 254 360#.

FLAG SALUTE

The flag salute was led by President Moss.

ROLL CALL

PRESENT: Cory C. Moss, President

Michael Greubel, Commissioner Mark D. Radecki, Commissioner

ABSENT: Cathy Marcucci, Commissioner

Newell W. Ruggles, Commissioner

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

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

Public Utilities Director Josh Nelson announced that Item No. 5.5 of the Consent Calendar was not ready and will be pulled from today's agenda.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 24, 2022

RECOMMENDED ACTION:

Ratify the Register of Demands.

CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 14, 2022

RECOMMENDED ACTION: Approve the Register of

Demands and authorize the appropriate IPUC officials to pay the bills.

CONSIDERATION OF THE MINUTES OF THE DECEMBER 21, 2021 SPECIAL 5.3 **MEETING**

RECOMMENDED ACTION:

5.2

Approve as submitted.

CONSIDERATION OF RESOLUTION NO. IPUC 2022-08 - A RESOLUTION OF 5.4 CONTINUING UTILITIES COMMISSION INDUSTRY PUBLIC AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: 2022-08.

Adopt Resolution No. IPUC

- CONSIDERATION OF MATTERS RELATED TO THE AUTOMATIC METER 5.5 READING PROJECT:
- CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH IPKEYS POWER PARTNERS, INC., FOR THE IMPLEMENTATION OF METER DATA MANAGEMENT SYSTEM FOR THE AUTOMATIC METER READING PROJECT, IN AN AMOUNT NOT TO EXCEED \$168,267.00 (MP 02-05 #16)
- CONSIDERATION OF A MASTER PRODUCTS AND SERVICES AGREEMENT WITH SENSUS USA INC., FOR THE IMPLEMENTATION OF THE AUTOMATED METERING INFRASTRUCTURE SYSTEM FOR THE AUTOMATIC METER READING PROJECT IN AN AMOUNT NOT TO EXCEED \$581,086.59 (MP 02-05 #16)

RECOMMENDED ACTION:

Approve the Agreements.

THIS ITEM WAS PULLED FROM THE AGENDA.

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of the Consent Calendar.

MOTION BY COMMISSIONER GREUBEL, AND SECOND BY COMMISSIONER RADECKI TO APPROVE ITEMS 5.1, 5.2, 5.3, AND 5.4 FROM THE CONSENT CALENDAR WITH ITEM NO. 5.5 PULLED. MOTION CARRIED 3-0, BY THE

FOLLOWING VOTE:

AYES:

COMMISSIONERS:

GREUBEL, RADECKI, P/MOSS

NOES:

COMMISSIONERS:

NONE

ABSENT:

COMMISSIONERS:

MARCUCCI, RUGGLES

ABSTAIN:

COMMISSIONERS:

NONE

BOARD MATTERS

6.1 CONSIDERATION OF RESOLUTION NO. IPUC 2022-07 - A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION ESTABLISHING A WATER CAPACITY FEE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION:

Adopt Resolution No. IPUC

2022-07 and Notice of Exemption Regarding the Same

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

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Item No. 6.1.

MOTION BY PRESIDENT MOSS, AND SECOND BY COMMISSIONER RADECKI TO ADOPT RESOLUTION NO. IPUC 2022-07. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:

COMMISSIONERS:

GREUBEL, RADECKI, P/MOSS

NOES:

COMMISSIONERS:

NONE

ABSENT:

COMMISSIONERS:

MARCUCCI, RUGGLES

ABSTAIN:

COMMISSIONERS:

NONE

6.2 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.

Mike Greenspan and Armando Herman each spoke for three minutes in opposition of Item No. 6.2.

Mayor Moss said no action taken therefore no vote was needed. The report will be received and filed.

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

SECRETARY

There being no further business, the Industry Public Utilities Commission adjourned at 9:08 a.m.

	CORY C. MOSS PRESIDENT	
JULIE ROBLES		

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.3

RESOLUTION NO. IPUC 2022-09

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

RECITALS

WHEREAS, the Industry Public Utilities Commission ("IPUC") is committed to preserving and encouraging public access and participation in its meetings; 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 IPUC conduct its 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 measures to promote social distancing, and strongly recommend masks for all regardless of vaccination status in an effort to slow the transmission of COVID-19 throughout the State and Los Angeles County; and

WHEREAS, 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, the IPUC Board adopted Resolution No. IPUC 2021-08 on October 14, 2021, Resolution No. IPUC 2021-09 on November 13, 2021, Resolution No. IPUC 2021-10 on December 13, 2021, Resolution No. IPUC 2022-01 on January 12, 2022, Resolution No. IPUC 2022-02 on February 11, 2022, Resolution No. IPUC 2022-05 on March 13, 2022, and Resolution No. IPUC 2022-08 on April 12, 2022, 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 2022-08 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

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

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

<u>SECTION 2:</u> 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 May 12, 2022, and shall be effective until the earlier of June 11, 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.

AYES:	COMMISSIONER:	
NOES:	COMMISSIONER:	
ABSTAIN:	COMMISSIONER:	
ABSENT:	COMMISSIONER:	
ATTEST:		Cory C. Moss, President
Julie Gutierrez-	Robles, Secretary	

PASSED, APPROVED AND ADOPTED by the Industry Public Utilities Commission at a special meeting held on May 10, 2022, by the following vote:

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO:

Honorable President Moss and Commissioners

FROM:

Joshua Nelson, Public Utilities Director

STAFF:

Mathew Hudson, Engineering Manager

Dev Birla, Operations Manager, CNC Engineering

DATE:

May 10, 2022

SUBJECT:

Consideration of Amendment No. 3 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., for Waddingham Substation,

extending the term through June 30, 2025, revising the rate schedule, increasing compensation by \$350,000.00, revising indemnity provisions,

and updating the address of Industry Public Utilities (MP 02-05 #7)

Background:

On April 20, 2017, the Industry Public Utilities Commission ("IPUC") approved a three-year Maintenance Services Agreement ("Agreement") with Pacific Utility Installation, LLC ("PUI") for the Waddingham Substation ("Substation") with a budget of \$218,000.00. The scope of services included the full operation and maintenance ("O&M") responsibility for the 66,000-Volt to 12,000-Volt Substation located at 208 South Waddingham Way. The scope also included providing 24/7 emergency response and on- call services, routine monthly inspection and maintenance, troubleshooting and corrective maintenance, as required, to restore the Substation to its full and optimal performance, preventative maintenance to reduce unplanned power outages, and field switching and technical support, as necessary, to ensure safe and reliable operation of the Substation.

On August 9, 2018, Amendment No.1 to the Agreement was approved by IPUC to increase compensation by \$173,035.00, due to unforeseen maintenance costs. On May 14, 2020, Amendment No. 2 was approved by IPUC to extend the term through June 30, 2022 and increase compensation by \$292,000.00 for continued operation and maintenance services.

Discussion:

The ongoing O&M of the Substation is essential, and Amendment No. 3 is necessary to allow PUI to continue providing the services for the Substation. Staff recommends extending the term through June 30, 2025, with a companion increase in compensation of \$350,000.00, for a total amount not-to-exceed \$1,033,935.00. Additionally, it is necessary to update the rate schedule to reflect PUI's current rates, include language requiring indemnity specific to independent contractors, and revise the address of IPU.

Fiscal Impact:

The fiscal impact for Amendment No. 3 is \$350,000.00 through June 30, 2025. In the adopted Fiscal Year 2021-2022 General Fund budget, \$480,000.00 is approved (Account No. 161-300-5120.01) (MP 02-05 #7). An appropriation of \$30,000.00 is requested from General Fund Reserves to cover the budget necessary for the remainder of the FY 21-22 to IPUC Electric-Expenditures-Professional Services (Account No. 161-300-5120.01).

Recommendations:

- 1) It is recommended that the Commission approve Amendment No. 3 to the Maintenance Services Agreement with Pacific Utility Installation, Inc.; and
- 2) Appropriate \$30,000.00 from General Fund Reserves to IPUC Electric-Expenditures-Professional Services (Account No. 161-300-5120.01).

Exhibit:

A. Amendment No. 3 to the Maintenance Services Agreement with Pacific Utility Installation, Inc. for Waddingham Substation, dated May 10, 2022

JN/MH/DB:if

EXHIBIT A

Amendment No. 3 to the Maintenance Services Agreement with Pacific Utility Installation, Inc. for Waddingham Substation, dated May 10, 2022

[Attached]

AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY INSTALLATION, INC.

This Amendment No. 3 to the Maintenance Services Agreement ("Agreement"), is made and entered into this 10th day of May 2022, ("Effective Date") by and between Industry Public Utilities, a public agency under existing laws of the state of California ("IPU") and Pacific Utility Installation, Inc., a California corporation ("Consultant"). The IPU and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about April 20, 2017, the IPU approved the Agreement for the operations and maintenance ("O&M") services for the Waddingham 66,000-Volt to 12,000-Volt Substation ("Substation") located at the 208 South Waddingham Way, in the amount of \$218,000.00, which included 24/7 emergency response, on- call services, routine, corrective, and preventative inspections and maintenance, field switching, and all technical support for safe and reliable operation of the Substation; and

WHEREAS, on or about August 9, 2018, Amendment No. 1 was approved to increase compensation by \$173,035.00 for unforeseen maintenance costs; and

WHEREAS, on or about May 14, 2020, Amendment No. 2 was approved to extend the term through June 30, 2022, with a companion increase in compensation of \$292,000.00 for continued O&M services; and

WHEREAS, the term of the Agreement expires on June 30, 2022, and in order to allow the Consultant to continue operation and maintenance services, it is necessary to extend the term through June 30, 2025, revise the rate schedule to reflect Consultant's current rates, with a companion increase in the compensation by \$350,000.00. It is also necessary to update the Agreement to include language requiring indemnity specific to independent consultants, and revise the address of the IPU; and

WHEREAS, for the reasons set forth herein, the IPU and Consultant desire to enter this Amendment No. 3, 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:

Section 1, Term, is hereby amended in its entirety to read as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

The second sentence of Section 4 (a) is amended as follows:

This amount shall not exceed One Million Thirty Three Thousand Nine Hundred Thirty-Five Dollars (\$1,033,935.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

10. INDEPENDENT CONSULTANT

Section 10(c) is hereby added to read in its entirety as follows:

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent consultant. The provisions of this Section 10(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

15. NOTICES

Section 15 is hereby revised to reflect the current address of the IPU as follows:

Industry Public Utilities 15625 Mayor Dave Way, Suite 100 City of Industry, CA- 91744 Attn: Public Utilities Director

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

(SIGNATURES ON THE FOLLOWING PAGE)

"IPU" INDUSTRY PUBLIC UTILITIES

"CONSULTANT" PACIFIC UTILITY INSTALLATION,

INC.

By:	By:
Joshua Nelson, Public Utilities Director	By:William Pfeifer, President/CEO
Attest:	
By:	_
APPROVED AS TO FORM	
By: James M. Casso, General Counsel	

ATTACHMENT 1

EXHIBIT B Rate Schedule

Item No.	Description	Hourly Rate	nt Time . thru 8	 um Time Over 8
1	General Foreman	1	\$ 130.00	\$ 195.00
2	Cable Splicer Foreman	1	\$ 125.00	\$ 187.50
3	Cable Splicer/Lineman	1	\$ 120.00	\$ 180.00
4	Groundman/Cable Splicer	1	\$ 85.00	\$ 127.50
5	Senior Test Tech or Electrical Engineer P.E.	1	\$ 185.00	\$ 277.50
6	Senior Meter Technician	1	\$ 110.00	\$ 165.00
7	Accounting and Material Handling	1	\$ 65.00	\$ 97.50
8	Splicing Truck & Tools	1	\$ 55.00	N/A
9	Pick Up Truck	1	\$ 40.00	N/A
10	Heavy Duty Equipment (Line Truck, Boom Truck, Bucket Truck)	1	\$ 75.00	N/A
11	Delivery and Pickup Charge for Heavy Equipment (each way)	1	\$ 350.00	N/A

Rates are for Regular Time, Monday-Friday from 7:00am to 3:00pm. Minimum 2 hours for calls during normal business hours. Time and half after 8 hours during normal business hours Monday through Friday Saturday – time and half Sunday – double time
All callouts during normal business hours are regular time until employees goes over 8 hour for the day. All callous after hours and weekends double time with minimum 4 hours.

Labor Rates are double for after hours, weekends and holidays. Minimum 4 hours for calls after hours. All labor is based on prevailing rates.

EXHIBIT A TO AMENDMENT NO. 3:

MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY INSTALLATION, INC. FOR WADDINGHAM SUBSTATION, DATED APRIL 20, 2017

INDUSTRY PUBLIC UTILITIES COMMISSION

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 20, 2017 ("Effective Date"), between the Industry Public Utilities Commission, IPUC a public body ("IPUC") and Pacific Utilities Installation, Inc., a California corporation ("Consultant"). The IPUC and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 19, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

- (a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.
- (b) IPUC shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- (c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPUC and in a first-class manner in conformance with the standards of quality normally observed by an entity providing substation operation and maintenance services, serving a municipal agency.
- (d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or

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

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

3. MANAGEMENT

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

4. PAYMENT

- (a) The IPUC agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighteen Thousand Dollars (\$218,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.
- (b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPUC and Consultant at the time City's written authorization is given to Consultant for the performance of said services.
- (c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPUC disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

- Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. IPUC shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.
- (b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.
- (c) To the extent applicable, Cosultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.
- (d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.
- (e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

- (a) The IPUC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPUC suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the IPUC shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPUC pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

- (a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPUC that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPUC or its designees at reasonable times to review such books and records; shall give IPUC the right to examine and audit said books and records; shall permit IPUC to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- (b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPUC and may be used, reused, or otherwise disposed of by the IPUC without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to IPUC all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPUC and any and all of its officials, employees and agents ("Indemnified Parties")

from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the IPUC in any manner.

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify IPUC should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obli-

gation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPUC is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPUC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by IPUC to control, direct, or rewrite said response.

15. NOTICES

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

To City:

City of Industry

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

Attention: Public Utilities Director

With a Copy To:

James M. Casso, General Counsel

Casso & Sparks, LLP

13200 Crossroads Parkway North, Suite 345

City of Industry, CA 91746

To Consultant:

William Pfeifer, President Pacific Utility Installation, Inc.

1585 Harmony Circle Anaheim, CA 92807

16. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPUC for the performance of its subconstultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPUC and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall

indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by IPUC or Consultant of any breach of any term, covenant or condition herein

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"IPUC"

Industry Public Utilities Commission

Dall Dhilles Dubie Hillian Director

"CONSULTANT"

Pacific Utility Installation, Inc.

Ву:_

William Pfeifer, President

Attest:

Diane M. Schlichting, Assistant Secretary

Approved as to form:

James M. Casso, General Counsel

Attachments:

Exhibit A

Scope of Services

Exhibit B

Rate Schedule

Exhibit C

Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

1. Operations and Maintenance ("O&M") Scope of Services

Consultant shall perform full O&M responsibilities for the IPUC's Substation ("Substation"), with the exception of the items listed in Section 4. The Consultant will perform at a minimum, emergency response & on-call services, routine, corrective & preventive maintenance, warranty compliance and technical support to ensure that the substation is safe, reliable, and operating at its optimum efficiency. In addition, the Consultant will assist with the connection of IPUC customer load including, at a minimum, start-up & shut down procedures, connection requirements & inspection, meter testing inspection & reporting, SCE meter configuration assistance; review & correct the IPUC's operation and maintenance manual; provide, to the IPUC, a written operation documentation, detailing switching, tagging and clearance procedures; maintain As-Built drawings, as well as, configuration & maintenance records of the substation.

1.1. Monitoring, and Coordination

- Consultant will coordinate with the City's call center and shall be able to provide onsite emergency response within two hours of notification.
- Determine if substation performance is operating within range of acceptable parameters.
- Determine required actions to restore power and optimal operations including, at a minimum, identifying contractor personnel necessary to troubleshoot, repair and restore the IPUC service to its customers
- Communicate with Southern California Edison ("SCE") and the California Independent System Operator ("CAISO"), as necessary, to maintain reliable service, coordinate power connections and sound communication links

1.2. Dispatching of Subcontractors and Own Employees

Consultant shall dispatch and inform the IPUC when approved vendors, have been dispatched to preform required and emergency services needed to maintain, repair or test the Substation.

1.3. Troubleshooting and Service Response

If the Substation's performance falls below or is outside of acceptable parameters, or an emergency situation indicates the need for onsite work, the Consultant shall visit the site within two hours to troubleshoot the Substation and determine the service and/or repair needed to restore the substation's performance and/or power to the IPUC system.

The Consultant will be required to contact and dispatch the appropriate employee or subcontractor within four hours of the substation operational performance check

and/or emergency service request. The appropriate employee and/or subcontractor must be on site within 24 hours of the service request to complete the required service operation or repair and restore the Substation performance and/or IPUC power.

"Service Operations" refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers.

The Consultantwill be responsible and make available to the IPUC a log of troubleshooting, service and repairs performed at the Substation.

1.4. Corrective Maintenance

Consultant will be responsible for the corrective and/or unscheduled maintenance, including at a minimum, performing services and/or replacing any part of the Substation that becomes unfit or unavailable for use, and performing the repair necessary to restore the Substation's full operation and optimal performance.

The Consultant shall be responsible for maintaining and make available, to the IPUC, an ongoing corrective maintenance report.

1.5. Routine Inspections and Preventive Maintenance

The Consultant shall establish a bi-monthly routine inspection schedule for the Substation and perform preventive maintenance per the manufacturer's specifications as required and needed to ensure the substation's optimal performance. The Consultant's preventive maintenance shall include proactive maintenance intended to keep the substation facility and equipment in good repair, good operating condition, appearance and working order; and to keep the substation's equipment in compliance with the manufacturer's warranties and standard practices.

The Consultant's bi-monthly routine inspection and preventive maintenance shall include, at a minimum, the following tasks:

- General visual inspection and documentation of the Substation components, and grounds
- Visual inspection of the substation's main power transformer, batteries & charging

system, and circuit breakers

- Inspection and verification of wire connections
- Calibration of facility equipment per manufacturer's specification
- Inspection and testing of fuses and breakers
- Wear and tear repairs

Consultant shall also comply with the routine inspection and preventative maintenance tasks set forth in Exhibit D, attached hereto, and incorporated herein by reference. Appendix 1 provides a list of anticipated routine inspection and preventive maintenance tasks.

As part of the preventative maintenance of the substation, the Consultant will provide a recommended list of spare parts based on the O&M Manual, attached hereto as Exhibit E and incorporated herein by reference, and anticipated scope of services. The Consultant shall be responsible for keeping an inventory of spare parts and equipment needed for corrective and preventive maintenance. The inventory of spare parts will be kept replenished by the Consultant to ensure timely repairs.

Detailed orders of replacement parts will be provided to the IPUC for review and approval prior to the authorization of payment.

1.6. IPUC Customer Load Connections

Consultant will assist with the connection of the IPUC customer load to the Substation. Customer connection work will include, at a minimum, substation outage schedules and timeframes, shut-down and start-up procedures, connection assistance and inspections, switchgear testing & configuration, IPUC electrical system testing & commissioning, assistance & information reporting with Southern California Edison, and reporting, documenting & acceptance of the IPUC customer connection.

Consultant will make available, to the IPUC, all materials and data related to the substation customer load and obtain IPUC approval prior to adding or supply IPUC customers' electric power through the Substation.

1.7. Hazardous Material and Waste

Consultant will apply best management practices in dealing with hazardous material and waste, including, at a minimum, the preparation and implementation of a Spill Prevention, Control and Countermeasure Plan ("SPCC"), by qualified personnel or consultant and monthly inspections required to meet the requirements of a SPCC plan.

Consultant will plan and direct the release, capture and cleanup of hazardous material and waste generated from the substation's operation and maintenance. The services needed to ensure proper capture and cleanup-of hazardous material and waster will be the responsibility of the Consultant and must meet the local state and federal regulatory requirements for the materials and waste designation.

Consultant will report and document spills and release of hazardous material and waste, and the proposed or executed corrective actions taken in cleanup and disposal of material and waste to the IPUC in written form.

1.8. SCE Switch Yard Metering

Consultant will assist the IPUC, its representatives, contractors and SCE, in determining if the SCE meters, located in the adjacent SCE switching facility and associated with the Substation are reporting accurate information on the amount of energy feeding and returning from the Substation. Determination on if the SCE meters are reporting and configured correctly must be completed and agreed upon prior to the substation being used for IPUC customer load.

1.9. Operation and Maintenance Manual

Consultant will review the current IPUC Substation O&M manual for correctness and completeness. If the Consultant finds information lacking, incomplete or in error the Consultant shall provide and/or create the documents needed to update and correct the substation O&M manual. Consultant will provide the O&M manual correction recommendations to the IPUC prior to inclusion for review and acceptance. Upon IPUC review and acceptance Consultant will update the O&M manual and supply a revised and updated copy to the IPUC in digital (PDF) and printed form.

1.10. 66kV Substation Start-Up, Shut-Down and Testing Procedures

Consultant will supply the IPUC with written documentation on the requirements, processes and procedures needed with starting, shutting down and/or testing the Substation as well as written operation documentation, detailing switching, tagging and clearance procedures. The documentation will be submitted to the IPUC for review and acceptance. Upon the IPUC acceptance the Consultant will supply the IPUC a final version of the required substation procedures in digital (PDF) and printed form.

1.11. As-Built Drawings and Configuration Control

Consultant shall update As-Built Drawings to reflect the changes made to the Substation. These files shall be updated within week of the change with notice and data made available to IPUC representative and contractors.

1.12. Reporting

Consultant shall provide reports and reporting documents to the IPUC in digital format including and a minimum the following:

- Documentation of site visit (needed for payment)
- Troubleshooting, service and/or repair completed during site visit.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation
- Provide the IPUC with brief outline on recommended corrective actions
- Furnish information required to enable the IPUC to respond to CAISO or SCE.
- Provide as built information and updated drawings

EXHIBIT B

RATE SCHEDULE

Service	Cost Per Service	Occurences (Three-year period)	Total
Monthly Service	\$4,20000	18	\$75,600.00
Annual Service	\$14,000.00	2	\$28,000.00
Three-Year Major Service	\$79,000.00	1	\$79,000.00
As needed services:			
IPUC Customer Load Connections		1	\$7,500.00
Hazardous Materials and Waste Plan		1	\$4,800.00
SCE Switch Yard Metering		1	\$7,800.00
Operations & Maintenance Manual		1	\$7,500.00
Start-up/Shut-down/Testing procedures		1	\$7,800.00
		Total	\$218,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to the IPUC, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the IPUC, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPUC 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 the IPUC's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPUC at all times during the term of this contract. IPUC reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPUC 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 IPUC before the IPUC's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D APPENDIX 1

<u>EXHIBIT E</u> <u>OPERATIONS AND MAINTENANCE MANUAL</u>

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.5



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO:

Honorable President Moss and Commissioners

FROM:

Joshua Nelson, City Manager

STAFF:

Dev Birla, Operations Manager, CNC Engineering

DATE:

May 10, 2022

SUBJECT:

Consideration of Reimbursement to HD Supply Facilities Maintenance at

21651 and 21535 Baker Parkway under the Energy Efficiency Incentive

Program, in the amount of \$64,327.88

Background:

On March 28, 2019, the IPUC approved the Energy Efficiency ("EE") Incentive Program for IPU customers to promote energy efficiency and reduce peak demand. The program went into effect on April 15, 2019. Similarly, on April 11, 2019, the IPUC approved a contract with Richard Heath and Associates ("RHA") to assist IPU Staff in implementing the EE Incentive Program. After two years of successful implementation and positive feedback from IPU customers, the EE Incentive Program was amended and extended on April 8, 2021. The amendment included changes such as increasing the program cap from \$25,000.00 to \$50,000.00 for large general service customers, clarifying program language to include both indoor and outdoor lighting, adjusting the EE Incentive Program to the current cost of power per kWh, and making the program a routine line item in the annual fiscal year budget.

On April 21, 2021, HD Supply Facilities Maintenance ("HD Supply"), located at 21651 and 21535 Baker Parkway, approached IPU Staff to inquire about the EE Incentive Program and share information about its planned LED Lighting Upgrade project. A pre-inspection site visit was conducted on May 5, 2021, with representatives from RHA and HD Supply. Following the visit, HD Supply submitted a formal application for the EE Incentive Program and requested a pre-approval of the application to be eligible for reimbursement.

RHA reviewed the proposal, verified the calculated energy savings, and prepared a preinspection report (Exhibit A) for the facility. Based on the report, HD Supply became preapproved for a reimbursement of \$59,098.04 under the EE Incentive Program which will be issued once implementation of proposed improvements is verified. HD Supply completed the replacement of lighting fixtures with energy-efficient LEDs and notified IPU in January 2022. RHA performed the post-inspection on the project site on February 1, 2022 and submitted a post-inspection report (Exhibit B). HD Supply's final invoice is included in Exhibit C.

Discussion:

IPU Staff has reviewed the pre-inspection and post-inspection reports and found only a slight variance in values.

	Electricity Savings	Demand Reduction	Annual Savings
Pre-inspection	648,933 kWh	139 kW	\$73,565.57
Post-inspection	781,337 kWh	165 kW	\$88,291.10

The final invoice for this project totaled \$820,724.07 of which \$457,961.64 was cost of materials. Under the EE Incentive Program, the maximum incentive amount is limited to \$50,000.00 over a two-year budget cycle or 50% of material cost, whichever is less. Based on IPUC Program guidelines, each electric meter is entitled to the incentive.

	Annual Savings	Energy	50% of Materials	Final Incentive
21651 Baker	\$56,527.10		\$184,560.08	\$50,000.00
Parkway – Meter A				
21535 Baker	\$14,327.88		\$44,420.74	\$14,327.88
Parkway – Meter B				
Total				\$64,327.88

The total reimbursement HD Supply is entitled to under the EE Incentive Program is \$64,327.88. Pursuant to Section V.19. of the EE Incentive Program, any rebate exceeding \$10,000.00 must be approved by the IPUC.

Fiscal Impact:

The fiscal impact is \$64,327.88. This reimbursement will come out of \$100,000.00 budgeted in fiscal year 2021-22 under account 161-300-6415, Energy Rebates.

Recommendation:

It is hereby recommended that the IPUC approve the reimbursement of \$64,327.88 to HD Supply Facilities Maintenance under the Energy Efficiency (EE) Incentive Program.

Exhibits:

- A. Pre-Inspection Report
- B. Post-Inspection Report
- C. Copy of the Final Invoice

JN/DB:jf

EXHIBIT A

Pre-Inspection Report

[Attached]

Pre-Inspection Energy Analysis Report

September 2021

Prepared for:

HD Supply Facilities Maintenance

21651 Baker Parkway & 21535 Baker Parkway, City of Industry, CA 91789

Submitted By:



Industry Public Utilities 15625 Mayor Dave Way, Suite 100 City of Industry, CA 91744

Disclaimer:

The attached energy audit report is prepared by Richard Heath and Associates, Inc. (RHA) on behalf of Industry Public Utilities. This study was conducted with reasonable care and in accordance with professional standards. The results were calculated in accordance with the operating conditions as stated by the customer/contractor or as measured during the Measurement & Verifications (M&V) process at the time of the study, the actual results may change and are subject to operating conditions.

Table of Contents

1	Program Description5					
2	Executive Summary					
	2.1	Energy Efficiency Potential6				
	2.2	Facility Description6				
	2.3	Environmental Benefits6				
3	Electric	Consumption, Calibration Notes and Distribution7				
	3.1	Electric Rate Schedule7				
	3.2	Electric Billing History7				
4	Energy	Efficiency Measures and Recommendations9				
	4.1	Lighting Replacement9				
5	List of I	Preparers)			
APPI	ENDIX A	: Facility and Equipment Images13	1			
		: Lighting Details				

1 PROGRAM DESCRIPTION

Richard Heath and Associates, Inc. (RHA) is a consulting firm that specializes in energy conservation. RHA created this pre-inspection energy analysis report on behalf of Industry Public Utilities (IPU).

The intent of the report is to analyze the energy consumption and determine the energy savings opportunity from upgrading the lighting system of the facility. This information will enable both corporate and facility management to better understand the energy use at the facility, which in turn will enhance the ability of personnel to focus on prudent and productive energy conservation actions, whether temporary or permanent in nature.

2 EXECUTIVE SUMMARY

RHA developed this pre-inspection report with the purpose of identifying energy saving opportunities at HD Supply Facilities Maintenance by upgrading the lighting system. This section includes a summary of the findings with subsequent sections including the details of the proposed Energy Efficiency Measures (EEMs).

2.1 Energy Efficiency Potential

RHA engineers analyzed the lighting EEM to help the facility reduce energy consumption. Table 1 includes estimated annual electricity savings, cost savings, project cost and estimated incentives. All the EEMs recommended in Table 1 are suggested to go through Industry Public Utilities Energy Efficiency Program for utility incentives. The Expected Useful Life (EUL) for an LED Lighting Upgrade can exceed 12 years of operation as DLC rated LED lighting fixtures can expect to see between 80,000 to 100,000 hours of operation in its lifetime¹

Table1:EnergyConservationMeasureSummary

Location	Energy Conservation Measure	Annual Cost Savings (\$/year)	Electricity Savings (kWh/year)	Demand Reduction (kW)	Estimated Incentives ² (\$)	Project Cost (\$)	EUL (years)	Simple Payback ³ (years)
21651 Baker Parkway	LED Lighting Upgrade	\$59,606.23	525,795	111	\$47,604.69	\$549,857.00	12	8.4
21535 Baker Parkway	LED Lighting Upgrade	\$13,959.34	123,137	28	\$11,493.35	\$205,380.00	12	13.9
Total	-	\$73,565.57	648,933	139	\$59,098.04	\$755,237.00	12	9.5

2.2 Facility Description

HD Supply Facilities Maintenance is an industrial distributor located at 21651 Baker Parkway & 21535 Baker Parkway, City of Industry, CA 91789.

2.3 Environmental Benefits

Environmental benefits from the proposed recommendations include the reduction of greenhouse gas (GHG) emissions. The annual energy savings of 648,933 kWh is equivalent to 500 Tons of avoided Carbon Dioxide emissions for one year. In perspective, this is equivalent to removing 100 passenger vehicles driven for one year.

¹ https://sigmaluminous.com/dlc-premium-vs-dlc-standard-listings-for-led-fixtures/

² Pending Industry Public Utilities Commission (IPUC) approval, the customer may be eligible for up to \$59,098.04 in incentives. Incentive amount will be based on post-inspection and actual energy savings. Current program guidelines maximum incentive amount is limited to \$50,000 for eachelectricmeter over a two-year budget cycle or 50% of material cost, whichever is less.

³ The Simple Payback Period for Energy Conservation Measures is defined as the Project Cost (after incentives are deducted from the total project cost) divided over the Annual Cost Savings (\$/year) to give the number of years it will take to pay off the project. For this project the total project cost after incentive is \$696,138.96 and the annual cost savings is \$73,565,57, therefore the simple payback period would be calculated out to be 9.46 years (~9.5 years)

⁴ https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator

3 ELECTRIC CONSUMPTION, CALIBRATION NOTES AND DISTRIBUTION

The monthly electricity consumption (kWh) and electric demand (kW) at the facility is presented in this section.

3.1 Electric Rate Schedule

The following table summarizes the electric account information for these facilities. Based on billing data from August 2020 to July 2021, the customer consumed a total of 1,765,920 kWh and 679,303 kWh for Meters A and B, respectively. During this time, the total cost from the electric bill was \$197,440.30 and \$79,759.81 for Meters A and B, respectively. Meter A is in the electric room near the main entrance of 21651 Baker Parkway and Meter B is in the other electric room at 21535 Baker Parkway. Based on the total annual electric cost and energy consumption for both meters, the blended electric rate for this customer is \$0.113/kWh.

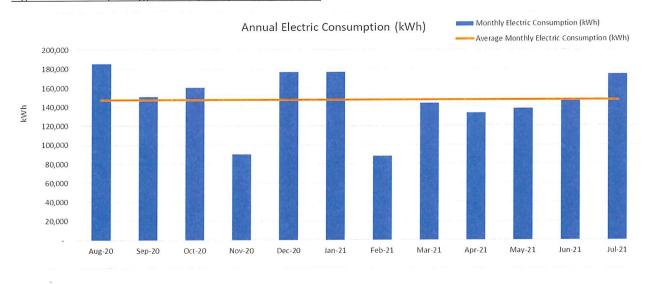
Table2:UtilityRate

Service Address	Account #	Meter#	Blended Rate (\$/kWh)
21651 Baker Parkway	50040-02	KZG002606072 (Meter A)	\$0.113
21535 Baker Parkway	50043-02	KZG002745860 (Meter B)	ŞU.113

3.2 Electric Billing History

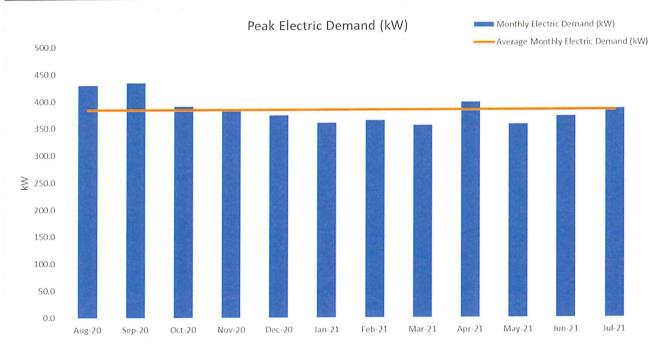
The figure below details the monthly meter data from August 2020 to July 2021 for Meter A. The average monthly electric consumption for the meter is 147,160 kWh resulting in an annual consumption of 1,765,920 kWh.

Figure1a:MonthlyEnergyConsumption(kWh)forMeterA



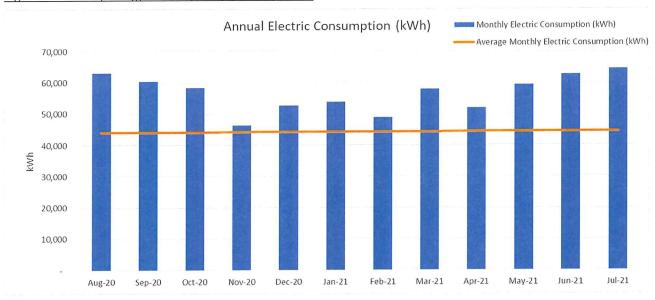
The figure below illustrates the energy demand (kW) per month for Meter A. The highest peak demand was recorded in the month of September 2020 at 434.4 kW.

Figure1b:MonthlyElectricPeakDemand(kW)forMeterA

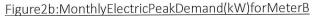


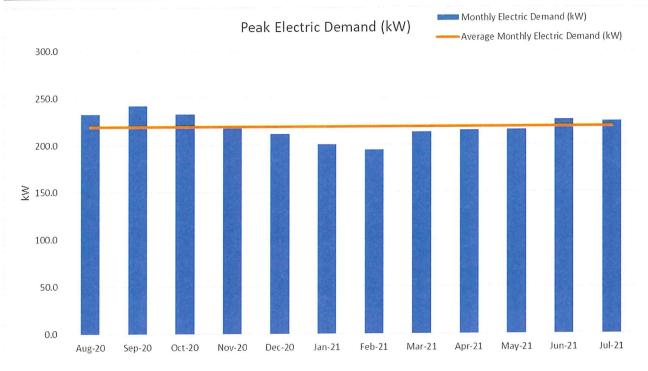
The figure below details the monthly meter data from August 2020 to July 2021 for Meter B. The average monthly electric consumption for the meter is 56,609 kWh resulting in an annual consumption of 679,303 kWh.

Figure 2a: Monthly Energy Consumption (kWh) for Meter B



The figure below illustrates the energy demand (kW) per month for Meter B. The highest peak demand was recorded in the month of September 2020 at 241.6 kW.





4 ENERGY EFFICIENCY MEASURES AND RECOMMENDATIONS

This section explains potential electric and financial savings in detail. The major equipment analyzed is interior and exterior lighting.

4.1 Lighting Replacement

The existing lighting at the facility consists of linear fluorescent and high-pressure sodium (HPS) fixtures.

The facility plans to upgrade the existing fixtures to LED fixtures, a comprehensive LED lighting upgrade would lower annual electric consumption by 648,933 kWh per year and lower electric demand by 139 kW equating to \$73,565.57 in annual cost savings. This would reduce the overall electric consumption at the facility by 27% and electric demand by 21%. The full list of proposed lighting measures can be found in Appendix B.

Pending IPUC approval, the customer may be eligible for up to \$59,098.04 in incentives. Incentive amount will be based on post-inspection and actual energy savings. Current program guidelines maximum incentive amount is limited to \$50,000 over a two-year budget cycle or 50% of material cost, whichever is less. Based on IPUC Program guidelines, each electric meter is entitled to a maximum of \$50,000 (per IPUC policy).

The table below summarizes the financial savings from the lighting project (for the combined locations):

Table3: LightingReplacementSavings

Energy Conservation Measure	Annual Cost Savings (\$/year)	Electricity Savings (kWh/year)	Demand Reduction (kW)	Estimated Incentives ⁵ (\$)	Project Cost (\$)	EUL (years)	Simple Payback (years)
LED Lighting Upgrade	\$73,565.57	648,933	139	\$59,098.04	\$755,237.00	12	9.5

The annual electric savings from the lighting project are estimated based on operating hours of the facility and are not guaranteed as actual electric savings will vary based on operating conditions.

Based on the incentive applications that were submitted by the contractor, both the consumption (kWh/year) and demand (kW) savings differ from those found in this report. The differences in the savings amount from the incentive applications and those found by RHA are shown in the table below:

Table4:RHA,Inc.vs.Contractor(PacificEnergyConcepts,LLC)SavingsComparison(Total)

Designation	kWh Savings (Total)	kW Savings (Total)
RHA, Inc.	648,933	139
PEC, LLC	1,170,625	142
Difference	-521,692	-3

The table below identifies the proposed cost breakdown for the project for each location. The total project cost captures all costs including the material cost, labor cost, taxes.

Table5:ProjectCostBreakdown

Location	Total Project Cost
21651 Baker Parkway	\$549,857.00
21535 Baker Parkway	\$205,380.00
Total	\$755,327.00

5 LIST OF PREPARERS

The following members of the RHA Team prepared this report.

Table6:ListofPreparers

Name	Designation	Contact
Benjamin Nunez	Engineering Manager	Bnunez@rhainc.com
Thomas Rugh	Energy Engineer I	trugh@rhainc.com

5 Pending Industry Public Utilities Commission (IPUC) approval, the customer may be eligible for up to \$59,098.04 in incentives. Incentive amount will be based on post-inspection and actual energy savings. Current program guidelines maximum incentive amount is limited to \$50,000 for eachelectricmeter over a two-year budget cycle or 50% of material cost, whichever is less

APPENDIX A: FACILITY AND EQUIPMENT IMAGES



APPENDIX B: LIGHTING DETAILS

Area Description	Existing Quantity	Existing Fixture	Existing Fixture Wattage	Existing Hours per Year	Existing kW	Existing Annual kWh	Proposed Fixture	Proposed Quantity	Proposed Fixture Wattage	Proposed Annual Hours	Projected kW	Projected Annual kWh	Estimated Annual kWh Saved	Estimated kW Reduced
Old Warehouse Floor	282	6L T5 High Bay	360	4,368	101.52	443,439	PEC LED High Bay + Smart Sensor	282	184	4,368	51.89	226,647	216,793	49.63
Old Warehouse Floor	73	4L T5 High Bay	240	4,368	17.52	76,527	PEC LED High Bay + Smart Sensor	73	137	4,368	10.00	43,684	32,843	7.52
New Warehouse Floor	155	6LT5 High Bay	360	4,368	55.80	243,734	PEC LED High Bay + Smart Sensor	155	184	4,368	28.52	124,575	119,159	27.28
Aisle Racking	243	4L T5 High Bay	240	4,368	58.32	254,742	PEC LED High Bay + Smart Sensor	243	137	4,368	33.29	145.415	109,327	25.03
Mezzanine- Alfonso office	3	6LT5 High Bay	360	4,368	1.08	4,717	PEC LED High Bay + Smart Sensor	3	81	4,368	0.24	1,061	3,656	0.84
Small Mezzanine	101	8' 2L T8 Strips	59	6,240	5.96	37,184	PEC LED Strip Kit	101	41.6	6,240	4.20	26,218	10,966	1.76
Ground Level	257	8' 2L T8 Strips	59	6,240	15.16	94,617	PEC LED Strip Kit	257	41.6	6,240	10.69	66,713	27,904	4.47
Ground Level	66	8' 4L T8 Strips	114	6,240	7.52	46,950	PEC LED Strip Kit	66	41.6	6,240	2.75	17,133	29,817	4.78
Upstairs Mezzanine	350	8' 2L T8 Strips	59	6,240	20.65	128,856	PEC LED Strip Kit	350	41.6	6,240	14.56	90,854	38,002	6.09
Upstairs Mezzanine	80	8' 4L T8 Strips	114	6,240	9.12	56,909	PEC LED Strip Kit	80	41.6	6,240	3.33	20,767	36,142	5.79
Employee Offices	98	4 ft 3L T8	89	4,380	8.72	38,202	LRK Retrofit Kit	98	41.6	4,380	4.08	17,856	20,346	4.65
Employee Offices	31	4 ft 2LT8	59	4,380	1.83	8,011	LRK Retrofit Kit	31	29.7	4,380	0.92	4.033	3,978	0.91
Total	1,739				303.21	1,433,890		1,739			164.47	784,957	648,933	139

NOTE: Current lighting high bay sensors are estimated to save 30% of annual operating hours. Interior lighting is set to operate 52 weeks a year and the exterior lights are set to operate 52 weeks a year.

EXHIBIT B

Post-Inspection Report

[Attached]

Post-Inspection Energy Analysis Report

March 2022

Prepared for:

HD Supply Facilities Maintenance

21651 Baker Parkway & 21535 Baker Parkway, City of Industry, CA 91789

Submitted By:



Industry Public Utilities 15625 Mayor Dave Way, Suite 100 City of Industry, CA 91744

Disclaimer:

The attached energy audit report is prepared by Richard Heath and Associates, Inc. (RHA) on behalf of Industry Public Utilities. This study was conducted with reasonable care and in accordance with professional standards. The results were calculated in accordance with the operating conditions as stated by the customer/contractor or as measured during the Measurement & Verifications (M&V) process at the time of the study, the actual results may change and are subject to operating conditions.

Table of Contents

1	Program Description	4
2	Executive Summary	4
2.1	Energy Efficiency Potential	4
2.2		
2.3		
3	Electric Consumption, Calibration Notes and Distribution	
3.1	Electric Rate Schedule	
3.2		
4	Energy Efficiency Measures and Recommendations	
4.1		
	PENDIX A: Facility and Equipment Images (Pre vs Post Inspection Comparison)	
	PENDIX B: Lighting and Lighting Controls Details	
	PENDIX C: Project SOW Breakdown	

1 PROGRAM DESCRIPTION

Richard Heath and Associates, Inc. (RHA) is a consulting firm that specializes in energy conservation. RHA created this post-inspection energy analysis report on behalf of Industry Public Utilities (IPU).

The intent of the report is to verify the project installation and determine the final energy savings amount and incentive granted from upgrading the lighting system of the facility. This information will enable both corporate and facility management to better understand the savings from the project.

2 EXECUTIVE SUMMARY

RHA developed this post-inspection report with the purpose of quantifying energy savings measures installed at HD Supply Facilities Maintenance by completing their LED Lighting upgrade. This section includes a summary of the findings with subsequent sections including the details of the installed Energy Efficiency Measures (EEMs).

Since the pre-inspection report was completed back in September 2020, the project scope has changed slightly to account for exterior lights that were not part of the original scope and to account for missing fixtures not detailed in the previous submittal. Additionally, there were several fixtures that were removed and not replaced, since the amount of LED lighting output was found to be sufficient in this space. For example, in the upstairs mezzanine there were originally 430 fluorescent fixtures but only 320 were installed, resulting in additional electric consumption savings.

2.1 Energy Efficiency Potential

RHA engineers analyzed the lighting and lighting controls EEMs to help the facility reduce energy consumption. Table 1 includes calculated annual electricity savings, cost savings, project cost and final incentives. All the EEMs listed in Table 1 are processed through the Industry Public Utilities Energy Efficiency Program for utility incentives. The Expected Useful Life (EUL) for the LED Lighting Upgrade can exceed 12 years of operation as DLC rated LED lighting fixtures can expect to see between 80,000 to 100,000 hours of operation in its lifetime.¹ The Net Present Value (NPV) of these benefits are the present-day value of the benefits that will accrue during the life of the upgrade.

¹ https://sigmaluminous.com/dlc-premium-vs-dlc-standard-listings-for-led-fixtures/

Table 1: Energy Conservation Measure Summary

Billing Address	Annual Cost Savings (\$/yr.)	Electric Savings (kWh/yr.)	Demand Reduction (kW)	Final Incentive Amount (\$)	Total Materials Cost (\$)	Total Project Cost (\$)	NPV (\$)	EUL (yrs.)	Simple Payback (yrs.)
21651 Baker Parkway	\$70,941.14	627,798	130	\$50,000.00	\$369,120.16	\$661,865.35	\$412,224.17	12	8.6
21535 Baker Parkway	\$17,349.96	153,539	35	\$14,327.88	\$88,841.48	\$159,300.69	\$104,348.71	12	8.4
Total	\$88,291.10	781,337	165	\$64,327.88	\$457,961.64	\$821,166.04	\$516,572.87	12	8.6

The table below provides the incentive breakdown for each electric account according to the program guidelines at the rate of \$0.059/kWh of annual electric consumption saving and \$150/kW for each onpeak kW that has been reduced. The total incentive in the table below is adjusted to reflect the Energy Efficiency Program Guidelines of a rebate no more than \$50,000 per electric account.

Table 2: Incentive Calculation Breakdown:

Billing Address	kWh Saved	kW Saved	kWh Incentive	kW Incentive	Final Incentive
21651 Baker Parkway	627,798	129.9	\$37,040.06	\$19,487.04	\$50,000.00
21535 Baker Parkway	153,539	35.1	\$9,058.83	\$5,269.05	\$14,327.88
Totals	781,337	165.0	\$46,098.89	\$24,756.09	\$64,327.88

Per Industry Public Utilities' Energy Efficiency Program Guidelines, customers cannot receive a rebate more than \$50,000 per electric account or more than 50% of the material cost, whichever is less. The table below outlines the incentive limits for this electric account.

Table 3: Customer Incentive Limits

Billing Address	Total Materials Cost (\$)	Incentive Limit (Materials Cost Only)	Incentive Limit (Program Guidelines)	Actual Customer Incentive Limit	
21651 Baker Parkway	\$369,120.16	\$184,560.08	\$50,000.00	\$50,000.00	
21535 Baker Parkway	\$88,841.48	\$44,420.74	\$50,000.00	\$44,420.74	
Totals	\$457,961.64	\$228,980.82	\$100,000.00	\$94,420.74	

2.2 Facility Description

HD Supply Facilities Maintenance is an industrial distributor located at 21651 Baker Parkway & 21535 Baker Parkway, City of Industry, CA 91789. The facility layout is included in Appendix C with the scope work under each meter for this project (separated by 21651 & 21535 Baker Parkway).

2.3 Environmental Benefits

Environmental benefits from the installed project include the reduction of greenhouse gas (GHG) emissions. The annual energy savings of 781,337 kWh is equivalent to 610 Tons of avoided Carbon Dioxide emissions for one year. In perspective, this is equivalent to removing 120 passenger vehicles driven for one year.²

3 ELECTRIC CONSUMPTION, CALIBRATION NOTES AND DISTRIBUTION

The monthly electricity consumption (kWh) and electric demand (kW) at the facility is presented in this section.

3.1 Electric Rate Schedule

The following table summarizes the electric account information for these facilities. Based on billing data from February 2021 to January 2022, the customer consumed a total of 1,652,442 kWh and 670,831 kWh for Meters A and B, respectively. Meter A is in the electric room near the main entrance of 21651 Baker Parkway and Meter B is in the other electric room at 21535 Baker Parkway near the Fab office. Based on the total annual electric cost and energy consumption for both meters, the blended electric rate for this customer is \$0.113/kWh (from previous billing history)

Table 4: Utility Rate

Service Address	Account #	Meter#	Blended Rate (\$/kWh)	
21651 Baker Parkway	50040-02	KZG002606072 (Meter A)		
21535 Baker Parkway	50043-02	KZG002745860 (Meter B)	\$0.113	

3.2 Electric Billing History

The figure below details the monthly meter data from February 2021 to January 2022 for Meter A. The average monthly electric consumption for the meter is 137,703 kWh resulting in an annual consumption of 1,652,442 kWh.

² https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator

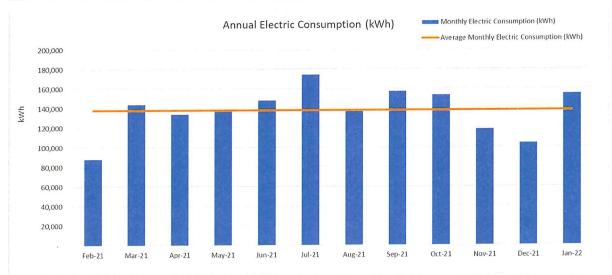


Figure 1a: Monthly Energy Consumption (kWh) for Meter A

The figure below illustrates the energy demand (kW) per month for Meter A. The highest peak demand was recorded in the month of April 2021 at 398.4 kW.

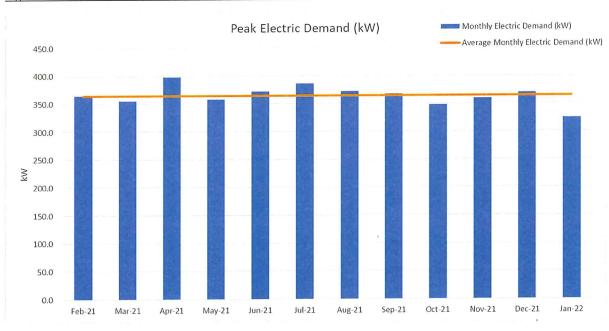


Figure 1b: Monthly Electric Peak Demand (kW) for Meter A

The figure below details the monthly meter data from February 2021 to January 2022 for Meter B. The average monthly electric consumption for the meter is 55,903 kWh resulting in an annual consumption of 670,831 kWh.

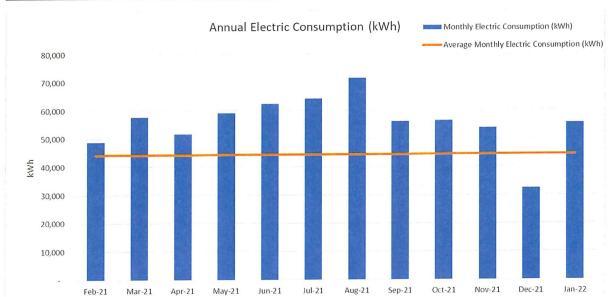


Figure 2a: Monthly Energy Consumption (kWh) for Meter B

The figure below illustrates the energy demand (kW) per month for Meter B. The highest peak demand was recorded in the month of August 2021 at 227.2 kW.

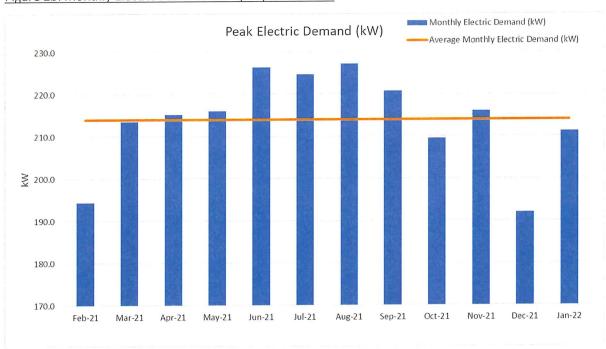


Figure 2b: Monthly Electric Peak Demand (kW) for Meter B

4 ENERGY EFFICIENCY MEASURES AND RECOMMENDATIONS

This section explains electric and financial savings in detail. The major equipment analyzed is interior and exterior lighting.

4.1 ENERGY EFFICIENCY MEASURES AND RECOMMENDATIONS

The previous lighting at the facility consisted of linear fluorescent and high-pressure sodium (HPS) fixtures.

The facility upgraded the existing fixtures to LED fixtures, the comprehensive LED lighting upgrade is estimated to lower annual electric consumption by 781,337 kWh per year electric demand by 165 kW equating to \$88,291.10 in annual cost savings. This should reduce the overall electric consumption at the facility by 34% and electric demand by 27%. The full list of proposed lighting measures can be found in Appendix B.

Pending IPUC approval, the customer may be eligible for up to \$64,327.88 in incentives. Final incentive amount is based on calculated energy savings and approval from IPUC. Current program guidelines maximum incentive amount is limited to \$50,000 over a two-year budget cycle or 50% of material cost, whichever is less. Based on IPUC Program guidelines, each electric meter is entitled to a maximum of \$50,000 (per IPUC policy).

The table below summarizes the financial savings from the lighting project (for the combined locations):

Table 5: Lighting Replacement Savings

Energy Conservation Measure	Annual Cost Savings (\$/year)	Electricity Savings (kWh/year)	Demand Reduction (kW)	Final Incentives ⁵ (\$)	Project Cost (\$)	EUL (years)	Simple Payback (years)
LED Lighting Upgrade	\$88,291.10	781,337	165	\$64,327.88	\$820,724.07	12	8.6

The annual electric savings from the lighting project are estimated based on operating hours of the facility and are not guaranteed as actual electric savings will vary based on operating conditions.

The table below identifies the proposed cost breakdown for the project for each location. The total project cost captures all costs including the material cost, labor cost, taxes.

Table 6: Project Cost Breakdown

Billing Address	Materials Cost	Labor Cost	Sales Tax	Total Project Cost
21651 Baker Parkway	\$369,120.16	\$257,678.77	\$35,066.42	\$661,865.35
21535 Baker Parkway	\$88,841.48	\$62,019.27	\$8,439.94	\$159,300.69
Totals	\$457,961.64	\$319,698.04	\$43,506.36	\$821,166.04

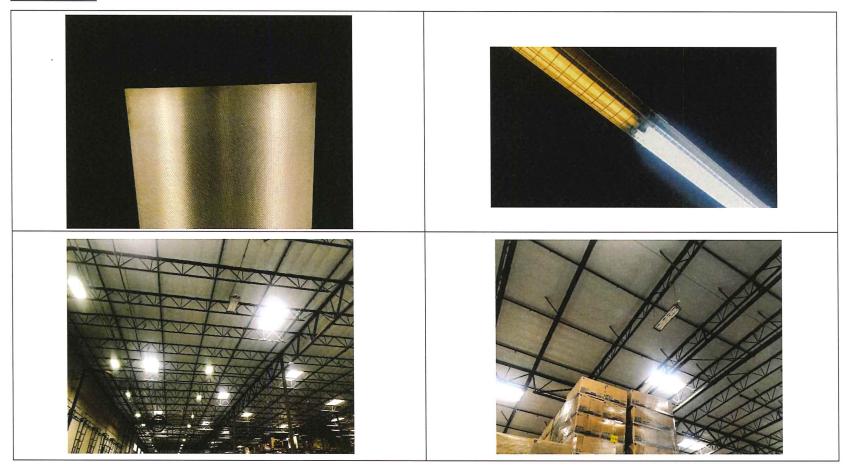
The table below identifies the unique model numbers of the lighting fixtures used in this project. Based on the information provided, the fixture wattage and counts of the SOW matched the findings at the facility and the invoice provided.

Table 7: Scope of Work Verification

Part Number	Unit Material Cost	SOW Wattage	Specification Sheets Wattage	SOW Qty	Invoiced Qty	Total Material Project Cost (\$)
ABV3 0 30 T 57 1C FF 42 C Q W	\$442.96	184.00	184.00	488	488	\$216,163.29
ABV3 0 24 T 57 3C FF 42 C Q W	\$420.81	137.00	137.00	310	310	\$130,451.00
SDL4 LED 60L FL UNV DIM1 50 80CRI	\$186.75	43.90	43.90	3	3	\$560.24
LRA4P28-ML850-U-50LC	\$110.74	38.00	38.00	696	696	\$77,074.62
CPX 2X4 4000LM 80CRI 40K SWL MIN10 ZT MVOLT	\$114.46	39.29	39.29	149	149	\$17,055.17
T8LACD4F10/840B25EC	\$8.56	10.50	10.50	21	21	\$179.70
SSA LED 21L ACR FT UNV DIM 50 BRZ SF	\$533.56	182.00	182.00	11	11	\$5,869.19
SSA LED 21L ACR FT UNV DIM 50 BRZ PM	\$533.56	182.00	182.00	8	8	\$4,268.50
TSWP LED 2L UNV DIM 50 BZA	\$157.61	38.00	38.00	25	25	\$3,940.31
SSA LED 12L ACR FT UNV DIM 50 BRZ PM	\$352.35	105.00	182.00	3	3	\$1,057.06
LBR8 ALO3 SWW1 AR LSS MWD MVOLT UGZ	\$22.95	38.00	38.00	12	12	\$275.44
SSA LED 21L ACR 5W UNV DIM 50 BRZ PM	\$533.56	182.00	182.00	2	2	\$1,067.13
Totals				1728	1728	\$ 457,961.65

APPENDIX A: FACILITY AND EQUIPMENT IMAGES (PRE VS POST INSPECTION COMPARISON)

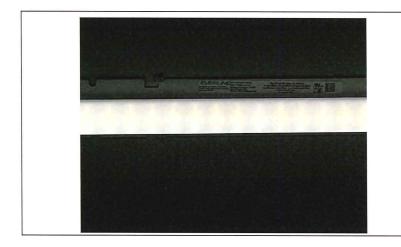
Pre-Inspection:







Post-Inspection:









APPENDIX B: LIGHTING AND LIGHTING CONTROLS DETAILS

Area Description	Existing Qty	Existing Fixture	Existing Fixture Wattage	Existing Annual kWh	Proposed Qty	Proposed Fixture Wattage	Project ed Annual kWh	kWh Saved	kW Saved	Proposed Fixture	PEC Notes
Old Warehouse Floor	338	6L T5 High Bay	360	531,498	338	184	271,655	259,844	59.49	ABV3 0 30 T 57 1C FF 42 C Q W	Found Additional
Old Warehouse Floor	73	4L T5 High Bay	240	76,527	73	137	43,684	32,843	7.52	ABV3 0 24 T 57 3C FF 42 C Q W	
New Warehouse Floor	150	6L T5 High Bay	360	235,872	150	184	120,557	115,315	26.40	ABV3 0 30 T 57 1C FF 42 C Q W	Found Additional

Area Description	Existing Qty	Existing Fixture	Existing Fixture Wattage	Existing Annual kWh	Proposed Qty	Proposed Fixture Wattage	Project ed Annual kWh	kWh Saved	kW Saved	Proposed Fixture	PEC Notes
Aisle Racking	237	4L T5 High Bay	240	248,452	237	137	141,825	106,627	24.41	ABV3 0 24 T 57 3C FF 42 C Q W	Found Additional
Mezzanine- Alfonso office	3	6L T5 High Bay	360	4,717	3	43.9	575	4,142	0.95	SDL4 LED 60L FL UNV DIM1 50 80CRI	Switched to new fixture
Ground Level	66	8' 4L T8 Strips	114	46,950	0	0	0	46,950	7.52	Removed	
Ground Level/Small Mezzanine	358	8' 2L T8 Strips	59	131,801	370	38	87,734	44,067	7.06	LRA4P28- ML850-U-50LC	Changed LED retrofit kit type.
Upstairs Mezzanine	80	8' 4L T8 Strips	114	56,909	0	0	0	56,909	9.12	Removed	Installed Counts Updated.
Upstairs Mezzanine	350	8' 2L T8 Strips	59	128,856	320	38	75,878	52,978	8.49	LRA4P28- ML850-U-50LC	
Front Office	90	3 Lamp T8 Troffers	89	35,084	90	39.29	15,488	19,596	4.47	CPX 2X4 4000LM 80CRI 40K SWL MIN10 ZT MVOLT	Fixture and retrofit kit types updated.
Restrooms	8	2 Lamp 4' Wrap	59	2,067	8	10.5	368	1,699	0.39	T8LACD4F10/8 40B25EC	Offices broken into more

Area Description	Existing Qty	Existing Fixture	Existing Fixture Wattage	Existing Annual kWh	Proposed Qty	Proposed Fixture Wattage	Project ed Annual kWh	kWh Saved	kW Saved	Proposed Fixture	PEC Notes
Will Call	2	8' 2L T8 Strips	59	517	2	38	333	184	0.04	LRA4P28- ML850-U-50LC	granular spaces and additional
Transportati on offices	9	3 Lamp T8 Troffers	89	3,508	9	39.29	1,549	1,960	0.45	CPX 2X4 4000LM 80CRI 40K SWL MIN10 ZT MVOLT	counts found.
Back offices	50	2 Lamp T8 Troffers	59	12,921	50	39.29	8,605	4,316	0.99	CPX 2X4 4000LM 80CRI 40K SWL MIN10 ZT MVOLT	
Restrooms and closet	9	2 Lamp 4' Wrap	59	2,326	9	10.5	414	1,912	0.44	T8LACD4F10/8 40B25EC	
Electrical Rooms	4	2 Lamp 4' Wrap	59	1,034	4	10.5	184	850	0.19	T8LACD4F10/8 40B25EC	,
Exterior Floods	11	400W HPS Floods	455	21,922	11	182	8,769	13,153	3.00	SSA LED 21L ACR FT UNV DIM 50 BRZ SF	
Front Building Mounted Area Light	8	400W HPS Floods	455	15,943	8	182	6,377	9,566	2.18	SSA LED 21L ACR FT UNV DIM 50 BRZ PM	Added Exterior Scope to Project
Man, Door Wall Pack	25	CFL Wallpack	42	4,599	25	38	4,161	438	0.10	TSWP LED 2L UNV DIM 50 BZA	

Area Description	Existing Qty	Existing Fixture	Existing Fixture Wattage	Existing Annual kWh	Proposed Qty	Proposed Fixture Wattage	Project ed Annual kWh	kWh Saved	kW Saved	Proposed Fixture	PEC Notes
Trunnion mount floods	3	400W HPS Floods	455	5,979	3	105	1,380	4,599	1.05	SSA LED 12L ACR FT UNV DIM 50 BRZ PM	
Back Canopies	4	8' 2L T8 Strips	59	1,034	4	38	666	368	0.08	LRA4P28- ML850-U-50LC	
Interior Entrance Can Lights	12	50W Incandescent Can	50	2,628	12	38	1,997	631	0.14	LBR8 ALO3 SWW1 AR LSS MWD MVOLT UGZ	
Front poles	2	400W HPS Floods	455	3,986	2	182	1,594	2,391	0.55	SSA LED 21L ACR 5W UNV DIM 50 BRZ PM	

APPENDIX C: PROJECT SOW BREAKDOWN

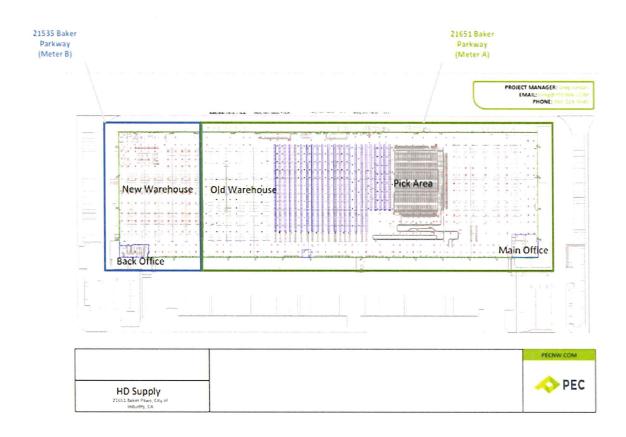


EXHIBIT C

Copy of Final Invoice

[Attached]



Invoice

Date:

2/21/2022

Invoice # INV-0003810

210 WEST 3RD STREET / VANCOUVER, WA 98660

Main: (360) 571-3200 / FAX: (360) 573-1430

Project Site / Ship To
HD Supply - City of Industry, CA
21651 Baker Pkwy
City of Industry, CA 91789

Customer
HD Supply - City of Industry, CA
21651 Baker Pkwy
City of Industry, CA 91789

Project HD Supply - Retrofit (City of Industry, CA)

Message Final Project Invoice

Terms	Rep	Ship	Due Date
DUE ON RECEIPT	Jason Sotira		2/21/2022

QTY	Product	Memo	Unit Cost	Amount
310	Project Material	ABV3 0 24 T 57 3C FF 42 C Q W	420.81	130,451.00
488	Project Material	ABV3 0 30 T 57 1C FF 42 C Q W	442.96	216,163.29
149	Project Material	CPX 2X4 4000LM 80CRI 40K SWL MIN10 ZT MVOLT	114.46	17,055.17
12	Project Material	LBR8 ALO3 SWW1 AR LSS MWD MVOLT UGZ	22.95	275.44
696	Project Material	LRA4P28-ML850-U-50LC	110.74	77,074.62
3	Project Material	SDL4 LED 60L FL UNV DIM1 50 80CRI	186.75	560.24
3	Project Material	SSA LED 12L ACR FT UNV DIM 50 BRZ PM	352.35	1,057.06
2	Project Material	SSA LED 21L ACR 5W UNV DIM 50 BRZ PM	533.56	1,067.13
8	Project Material	SSA LED 21L ACR FT UNV DIM 50 BRZ PM	533.56	4,268.50
11	Project Material	SSA LED 21L ACR FT UNV DIM 50 BRZ SF	533.56	5,869.19
21	Project Material	T8LACD4F10/840B25EC	8.56	179.70
25	Project Material	TSWP LED 2L UNV DIM 50 BZA	157.61	3,940.31
1	Installation Cost	Installation of Materials and Incidental materials (includes recycle, lifts and permits)	319,698.04	319,698.04

	Subtotal Sales Tax	\$777,659.68 \$43,506.36
All invoices are due and payable upon presentation. Statements are generally issued semi-monthly. All fees and charges are based	Total	\$821,166.04
upon prompt payment. A service charge/price adjustment in an amount equal to 1.5% per 30 day period. In any action of suit relating to the amounts due hereunder, the prevailing party shall be entitled to an award of its reasonably incurred attorney fees in	Payments	\$0.00
addition to all other remedies.	Balance Due	\$821,166.04

CCB# 195402 / WA#PACIFEC889Dz

www.pecnw.com

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.6

Memo

To: Industry Public Utilities Commission

Cc: La Puente Valley County Water District, Board of Directors

From: Roy Frausto, General Manager

Date: May 12, 2022

Re: Industry Public Utilities Water Operations Quarterly Report (January – March 2022)

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 3rd 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 March 31, 2022, 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*.
- Capacity Fee Report District Staff worked with City Staff to finalize the Capacity Fee Report. On April 14, 2022, the IPUC adopted the Capacity Fees to be implemented by the CIWS as of April 14, 2022.
- CIWS Website District Staff finalized the CIWS website, and it is now live.
- Water Arrearages Program District Staff completed and submitted the Water Arrearage Survey and Application for the CIWS. District staff applied funds to applicable accounts in the amount of \$13,212.14 (28 accounts of original 62) out of the \$34,906.10
- 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.

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 3rd 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 3rd quarter without issue. The latest static water level, pumping water level, and pumping rate for Well No. 5 is shown in the table below.

	Pump Setting	Static Water	Pumping		Current GPM
Well	(below surface)	Level	Water Level	Drawdown	Pumping Rate
COI 5	189'	109'	152'	43'	1,253

- Production Summary The production for the 3rd quarter of the fiscal year 2021-22, to meet the needs of the CIWS, was 267.07 AF. The 2021-22 fiscal year production report and related graph are provided as **Attachment 4**.
- 2022 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	2022	Difference Current-2013 (%)	Accumulative Difference (%)
January	90.55	81.27	-10.2%	-14.3%
February	81.62	85.82	-5.1%	-10.4%
March	99.40	99.98	0.6%	-8.6%
Totals	271.57	267.07		

^{*}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 March 31, 2022, as **Attachment 5**.
- MSGB Groundwater Levels On March 25, 2022, the Baldwin Park key well level was 180.9 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 3rd quarter of the fiscal year 2021-22; approximately 91 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.

	1,1 DCE	TCE	PCE	All Other	Perchlorate	1,4-Dioxane	NDMA	Nitrate
Month Sampled								
	MCL= 6 ppb	MCL= 5 ppb	MCL= 5 ppb	VOCs	MCL= 6 ppb	NL= 1 ppb	NL= 10 ppt	MCL=10 ppm
Mar 22	2.0	3.0	7.9	ND	2.2	0.46	ND	6.1

Capital / Special Projects

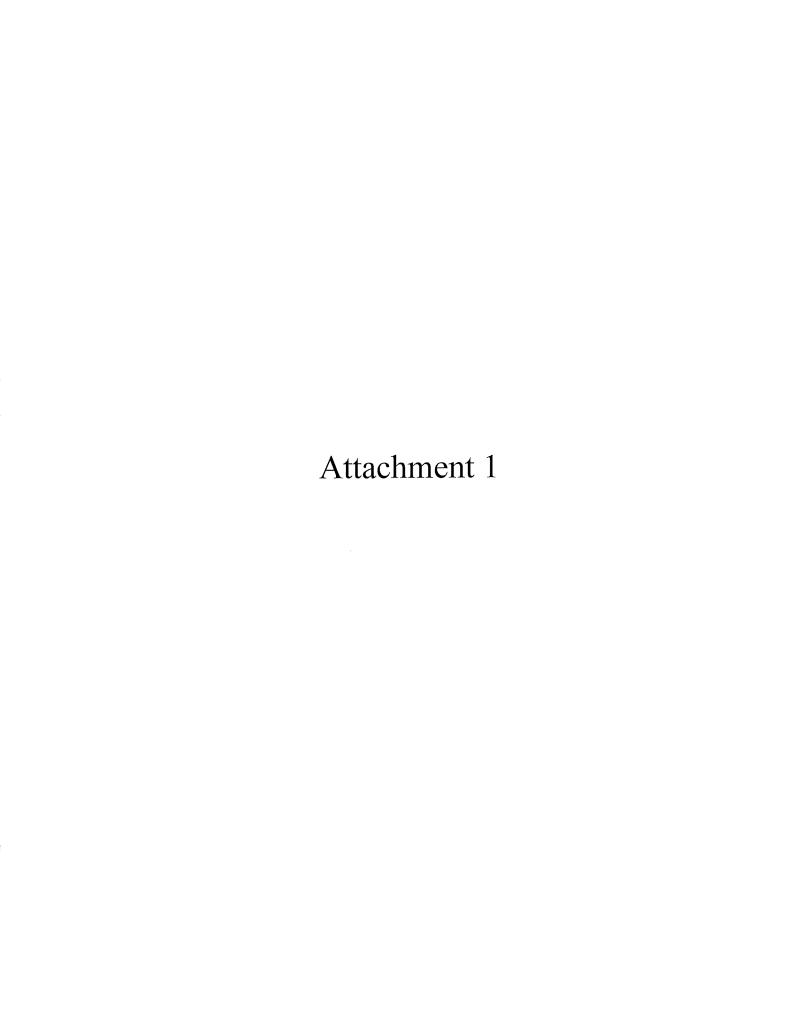
- SCADA Upgrade Project Staff has begun to operate the new SCADA software system to monitor and control the water system and finalize decommissioning the old software system. Once all operations have been transferred over, the upgrade project will be complete. Staff anticipates the transfer process to the new SCADA system to be completed in the coming month.
- New Development Project at 15120 Valley Blvd. Staff has worked with W.A. Rasic construction to
 complete the new water services consisting of one 10-inch fire service, one 2 inch domestic, and one 1inch irrigation meter. This properly formally Haddick's towing yard has been re-developed by constructing
 a new 36,000 square-foot industrial building with truck docking stations and 103 trailer parking spaces. The
 anticipated use of this property will be as a warehouse distribution center.

Personnel

• As of March 31,2022, 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 March 31, 2022, is enclosed as **Attachment 7**.

Attachments

- 1. Statement of Revenue and Expenses for the 3rd Quarter of 2021-22.
- 2. Fund Disbursement List for 3rd Quarter of 2021-22
- 3. Summary of Field Activities for 3rd Quarter of 2021-22.
- 4. Production Summary for 3rd Quarter of 2021-22
- 5. CIWS LPVCWD Water Exchange and Delivery Summary for 3rd Quarter of 2021-22.
- 6. Main San Gabriel Basin Hydrologic Report.
- 7. Summary of Hourly Rates for District Staff as of March 31, 2022.



INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary
For the Period Ending March 31, 2022
(Unaudited)

	MARCH 2022		FISCAL YTD 2021-22		BUDGET 2021-22	75% OF BUDGET	EAR END Y 2020-21
REVENUE							
Operational Revenue	\$	203,415	\$	1,520,283	\$ 1,866,000	81%	\$ 1,929,343
Non-Operational Revenue				34,717	 52,500	66%	 66,099
TOTAL REVENUES		203,415		1,555,000	1,918,500	81%	1,995,442
EXPENSE							
Salaries & Benefits		75,013		552,060	719,000	77%	666,422
Supply & Treatment		25,655		186,448	909,300	21%	832,904
Other Operating Expense		7,342		117,762	254,000	46%	195,214
General & Administrative		56,915		243,568	366,600	66%	283,775
System Improvements & Miscellaneous		-		65,412	102,500	64%	 135,802
TOTAL EXPENSE		164,925		1,165,250	2,351,400	50%	 2,114,117
NET INCOME / (LOSS)		38,490		389,750	(432,900)	4.000	 (118,675)

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending March 31, 2022 (Unaudited)

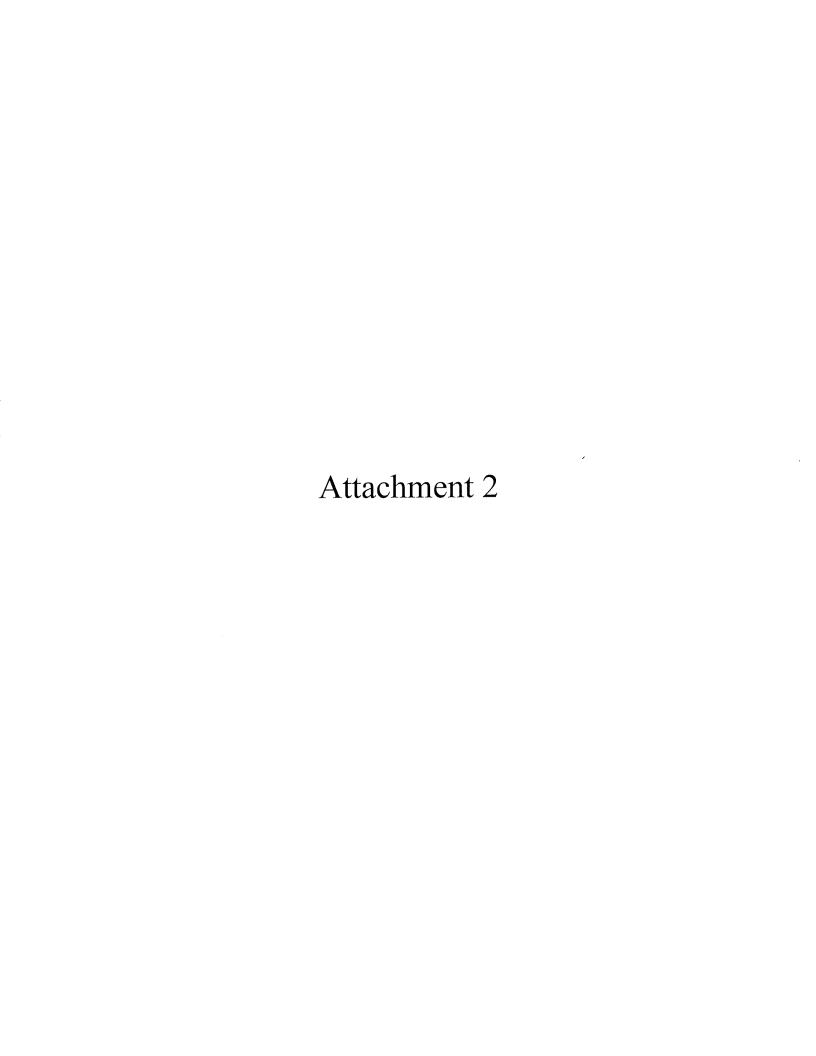
	MARCH 2022	FISCAL YTD 2021-22	BUDGET 2021-22	75% OF BUDGET	YEAR END FY 2020-21
Operational Revenues					
Water Sales	\$ 119,838	\$ 944,753	\$ 1,150,000	82%	\$ 1,202,198
Service Charges	62,245	474,145	610,000	78%	619,862
Customer Charges	2,827	7,124	3,000	237%	3,005
Fire Service	18,505	94,261	103,000	92%	104,277
Taxes & Assessments	_	-		N/A	_
Total Operational Revenues	203,415	1,520,283	1,866,000	81%	1,929,343
Non-Operational Revenues					
Contamination Reimbursement	-	34,718	50,000	69%	55,276
Developer Fees		-	2,500	0%	10,823
Miscellaneous Income	-	-	-	N/A	-
Total Non-Operational Revenues	240	34,717	52,500	66%	66,099
TOTAL REVENUES	203,415	1,555,000	1,918,500	81%	1,995,442
Salaries & Benefits					
Administrative Salaries	24,146	177,616	221,000	80%	214,069
Field Salaries	25,397	190,141	243,000	78%	218,119
Employee Benefits	13,849	104,063	145,000	72%	131,105
Pension Plan	7,101	51,905	72,000	72%	67,955
Payroll Taxes	3,333	24,932	31,000	80%	29,228
Workers Compensation	1,188	3,403	7,000	49%	5,946
Total Salaries & Benefits	75,013	552,060	719,000	77%	666,422
Supply & Treatment					
Purchased Water - Leased	-	-	399,100	0%	375,508
Purchased Water - Other	1,049	10,673	20,000	53%	15,064
Power	13,876	151,698	170,000	89%	150,405
Assessments	-	13,236	283,200	5%	278,882
Treatment	-	-	7,000	0%	5,233
Well & Pump Maintenance	10,730	10,841	30,000	36%	7,812
Total Supply & Treatment	25,655	186,448	909,300	21%	832,904
Other Operating Expenses					
General Plant	1,199	5,035	55,000	9%	5,707
Transmission & Distribution	2,845	42,772	85,000	50%	91,588
Vehicles & Equipment	-	17,460	36,000	48%	30,533
Field Support & Other Expenses	1,470	30,055	40,000	75%	33,329
Regulatory Compliance	1,828	22,440	38,000	59%	34,056
Total Other Operating Expenses	7,342	117,762	254,000	46%	195,214

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending March 31, 2022 (Unaudited)

	MARCH 2022	FISCAL YTD 2021-22	BUDGET 2021-22	75% OF BUDGET	YEAR END FY 2020-21
General & Administrative					
Management Fee	50,255	148,794	199,100	75%	195,146
Office Expenses	2,836	18,089	30,000	60%	21,646
Insurance	-	10,517	17,500	60%	15,978
Professional Services	87	25,922	70,000	37%	21,636
Customer Accounts	2,097	19,421	30,000	65%	24,864
Public Outreach & Conservation	1,515	15,436	15,000	103%	195
Other Administrative Expenses	125	5,389	5,000	108%	4,311
Total General & Administrative	56,915	243,568	366,600	66%	283,775
Other Exp. & System Improvements (Water O	ps Fund)				
Fire Hydrant Repair/Replace	-	24,566	6,500	378%	3,562
Service Line Replacements	-	15,300	30,000	51%	51,825
Valve Replacements & Installations	-	39	19,000	0%	15,570
Meter Read Collection System	-	_	12,000	0%	11,260
SCADA Improvements		16,699	10,000	167%	14,014
Water Rate Study	-	6,088		N/A	4,800
Groundwater Treatment Facility Feas. Study	-	2,720	25,000	11%	34,770
Total Other & System Improvements	-	65,412	102,500	64%	135,802
TOTAL EXPENSES	164,925	1,165,250	2,351,400	50%	2,114,117
NET INCOME / (LOSS)	38,490	389,750	(432,900)		(118,675)



Industry Public Utilities January 2022 Disbursements

Check #	Payee	Amount	Description
4933	Continental Utility Solutions Inc	\$ 2,448.00	Annual Maintenance & Technical Support
4934	Ferguson Waterworks	\$ 5,875.00	Meter Reading Expense
4935	MJM Communications & Fire	\$ 180.00	Security Monitoring
4936	CCSInteractive	\$ 13.60	Telephone Service
4937	Cintas	\$ 48.22	Uniform Service
4938	Eide Bailly LLP	\$ 348.55	Administrative Support
4939	Highroad IT	\$ 308.00	Technical Support
4940	La Puente Valley County Water District	\$ 63,732.43	Labor Costs December 2021
4941	Underground Service Alert	\$ 105.75	Line Notifications
4942	Weck Laboratories Inc	\$ 230.00	Water Sampling
4943	ACWA/JPIA	\$ 1,113.45	Worker's Compensation Program
4944	Airgas USA LLC	\$ 48.94	Well Maintenance
4945	Answering Service Care	\$ 134.15	Answering Service
4946	Cintas	\$ 48.22	Uniform Service
4947	Continental Utility Solutions Inc	\$ 50.00	Billing Expense
4948	Eide Bailly LLP	\$ 192.30	Adminstrative Support
4949	Highroad IT	\$ 1,187.50	Antivirus & Security Support
4950	Industry Public Utility Commission	\$ 523.00	Industry Hills Power Expense
4951	Peck Road Gravel	\$ 220.00	Asphalt & Concrete Disposal
4952	SC Edison	\$ 10,420.41	Power Expense
4953	SoCal Gas	\$ 18.34	Gas Expense
4954	Time Warner Cable	\$ 83.57	Telephone Service
4955	Time Warner Cable	\$ 288.25	Telephone Service
4956	Cintas	\$ 48.22	Uniform Service
4957	Citi Cards	\$ 66.00	Administrative Expense
4958	Continental Utility Solutions Inc	\$ 1,000.00	Web Payment Portal Service
4959	InfoSend	\$ 709.65	Billing Expense
4960	Janus Pest Management Inc	\$ 65.00	Rodent Service
4961	La Puente Valley County Water District	\$ 113.94	Bank Fee Reimbursement
4962	San Gabriel Valley Water Company	\$ 914.24	Water Service - Salt Lake
4963	SoCal SCADA Solutions LLC	\$ 16,260.00	SCADA Software Upgrade
4964	Staples	\$ 336.55	Office Supplies
4965	State Water Resource Control Board	\$ 763.00	Annual Permit Fee
4966	Sunbelt Rentals	\$ 438.58	Equipment Rental
4967	Vulcan Materials Company	\$ 743.11	Field Supplies - Asphalt
4968	Weck Laboratories Inc	\$ 230.00	Water Sampling
4969	Western Water Works	\$ 385.92	Developer Project
4970	Cintas	\$ 50.79	Uniform Service
4971	Eide Bailly LLP	\$ 276.00	Administrative Support
4972	InfoSend	\$ 153.50	Billing Expense
4973	Peck Road Gravel	\$	Asphalt & Concrete Disposal
4974	Verizon Wireless	\$	Cellular Service
4975	Verizon Wireless	\$	Cellular Service
4976	Verizon Wireless	\$ 95.00	Cellular Service

Industry Public Utilities January 2022 Disbursements - continued

Check #	Payee	Amount	Description
4977	Weck Laboratories Inc	\$ 107.50	Water Sampling
Online	Home Depot	\$ 261.22	Field Supplies
Autodeduct	Wells Fargo Merchant Fee's	\$ 47.49	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 1,215.48	Web Merchant Fee's
Autodeduct	Jack Henry & Associates	\$ 48.20	Web E-Check Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease - Monthly

Total January 2022 Disbursements \$ 113,339.43

Industry Public Utilities February 2022 Disbursements

Check #	Payee	Amount	Description
4978	Highroad IT	\$ 308.00	Technical Support
4979	J.G. Tucker & Son Inc	\$ 248.11	Safety Supplies
4980	Merritt's Hardware	\$ 55.89	Field Supplies
4981	Nobel Systems	\$ 8,900.00	Data Collection Module & Support
4982	Peck Road Gravel	\$ 540.00	Asphalt & Concrete Disposal
4983	Petty Cash	\$ 29.30	Office/Field Expense
4984	RMG Communications	\$ 750.00	Conservation Education
4985	SoCal Gas	\$ 15.29	Gas Expense
4986	Underground Service Alert	\$ 144.14	Line Notifications
4987	Vulcan Materials Company	\$ 180.25	Field Supplies - Asphalt
4988	Weck Laboratories Inc	\$ 195.00	Water Sampling
4989	Western Water Works	\$ 52.82	Field Supplies
4990	Cintas	\$ 50.79	Uniform Service
4991	CCSInteractive	\$ 13.60	Monthly Website Hosting
4992	Answering Service Care	\$ 223.42	Answering Service
4993	Cintas	\$ 50.79	Uniform Service
4994	Continental Utility Solutions Inc	\$ 50.00	Billing Expense
4995	InfoSend	\$ 789.63	Billing Expense
4996	La Puente Valley County Water District	\$ 60,246.06	Labor Costs January 2021
4997	Resource Building Materials	\$ 46.43	Field Supplies
4998	SC Edison	\$ 11,750.78	Power Expense
4999	Time Warner Cable	\$ 288.25	Telephone Service
5000	Time Warner Cable	\$ 82.65	Telephone Service
5001	Trench Shoring	\$ 1,135.00	Equipment Rental
5002	Vulcan Materials Company	\$ 907.86	Field Supplies - Asphalt
5003	Weck Laboratories Inc	\$ 207.50	Water Sampling
5004	Western Water Works	\$ 7,524.45	Developer Project
5005	Cintas	\$ 50.79	Uniform Service
5006	Citi Cards	\$ 948.00	Administrative Expense
5007	Civiltec Engineering Inc	\$ 4,920.00	Mapping Services
5008	Industry Public Utility Commission	\$ 454.84	Industry Hills Power Expense
5009	Janus Pest Management Inc	\$ 65.00	Rodent Control
5010	La Puente Valley County Water District	\$ 17,459.97	Truck, Vehicle & Equipment Reimbursement
5011	La Puente Valley County Water District	\$ 98.95	Bank Fee's Reimbursement
5012	RMG Communications	\$ 1,280.00	Website Development
5013	San Gabriel Valley Water Company	\$ 1,837.47	Water Service - Salt Lake
5014	SoCal Gas	\$ 18.76	Gas Expense
5015	Staples	\$ 76.89	Office Supplies
5016	Vulcan Materials Company	\$ 572.84	Field Supplies - Asphalt
5017	Cintas	\$ 50.79	Uniform Service
5018	Eide Bailly LLP	\$ 465.75	Administrative Support
5019	InfoSend	\$ 53.02	Billing Expense
5020	La Puente Valley County Water District	\$ 17,241.69	Inventory Reimbursement

Industry Public Utilities February 2022 Disbursements - continued

Check #	Payee	Amount	Description
5021	Weck Laboratories Inc	\$ 215.00	Water Sampling
5022	Ruben Davila	\$ 844.98	Customer Overpayment Refund
Online	Home Depot	\$ 89.55	Field Supplies
Autodeduct	Wells Fargo	\$ 35.87	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$ 766.41	Web Merchant Fee's
Autodeduct	Jack Henry & Associates	\$ 33.95	Web E-Check Fee's
Autodeduct	First Data Global Leasing	\$ 44.00	Credit Card Machine Lease - Monthly
	Total February 2022 Disbursements	\$ 142,410.53	

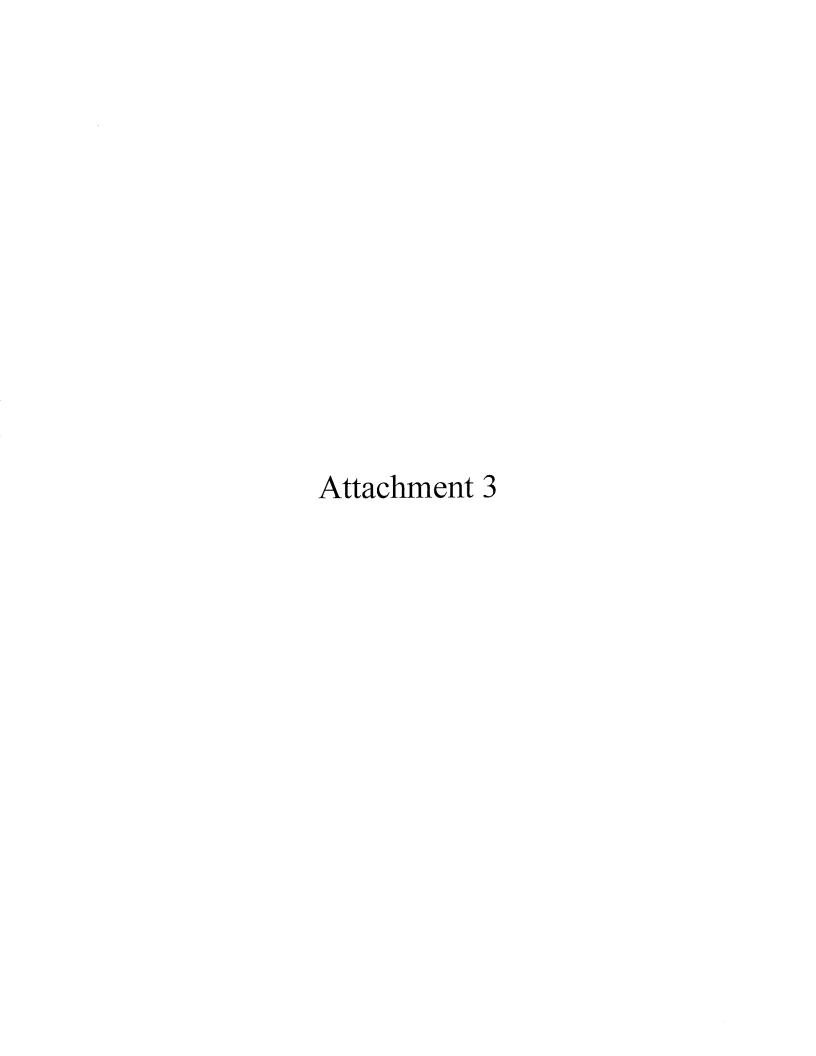
Industry Public Utilities March 2022 Disbursements

Check #	Payee	Amount	Description
5023	Dragon Fire Protection	\$ 154.00	Fire Extinguisher Maintenance
5025	Highroad IT	\$ 308.00	Technical Support
5026	La Puente Valley County Water District	\$ 54,275.32	Labor Costs February 2022
5027	La Puente Valley County Water District	\$ 50,255.00	1st Quarter 20221 O&M Fee
5028	Merritt's Hardware	\$ 50.76	Field Supplies
5029	SoCal Gas	\$ 15.78	Gas Expense
5030	Underground Service Alert	\$ 206.01	Line Notifications
5031	Verizon Wireless	\$ 301.39	Cellular Service
5032	Verizon Wireless	\$ 76.02	Cellular Service
5033	Verizon Wireless	\$ 95.00	Cellular Service
5034	Vulcan Materials Company	\$ 542.41	Field Supplies - Asphalt
5035	Weck Laboratories Inc	\$ 122.50	Water Sampling
5036	Geosyntec Consultants	\$ 12,284.08	AWIA Services
5037	Pacific Productions LLC	\$ 3,916.28	Construction Meter Refund
5038	Answering Service Care	\$ 96.62	Answering Service
5039	Continental Utility Solutions Inc	\$ 50.06	Billing Expense
5040	Grainger Inc	\$ 32.11	Safety Supplies
5041	Hach Company	\$ 112.20	Field Supplies
5042	Industry Public Utility Commission	\$ 866.44	Industry Hills Power Expense
5043	InfoSend	\$ 735.36	Billing Expense
5044	Measurment Control Systems	\$ 754.45	Meter Expense
5045	SC Edison	\$ 20,052.26	Power Expense
5046	Time Warner Cable	\$ 83.00	Telephone Service
5047	Rebecca Castro	\$ 20.00	Customer Overpayment Refund
5048	ARC Document Solutions LLC	\$ 63.26	Printing Expense
5049	Cintas	\$ 152.37	Uniform Expense
5050	Citi Cards	\$ 687.20	Administrative Expenses
5051	Collicutt Energy Services Inc	\$ 990.68	Booster Maintenance
5052	Eide Bailly LLP	\$ 279.50	Administrative Support
5053	J.G. Tucker & Son Inc	\$ 29.71	Truck Maintenance
5054	Janus Pest Management Inc	\$ 65.00	Rodent Control
5055	La Puente Valley County Water District	\$ 151.63	Bank Fee Reimbursement
5056	SoCal Gas	\$	Gas Expense
5057	Time Warner Cable	\$ 294.25	Telephone Service
5058	Weck Laboratories Inc	\$ 230.00	Water Sampling
5059	Industry Public Utilities	\$ 13,212.14	Federal Arrearages Assistance
5060	Doty Bros Equipment Co	\$ 29,790.71	Developer Project
5061	La Puente Valley County Water District	\$ 1,016.88	Arrearages Administrative Costs
5062	San Gabriel Valley Water Company	\$ 1,048.62	Water Service - Salt Lake
5063	Staples	\$	Office Supplies
5064	U.S. Postal Service	\$	Postage Expense
5065	Vulcan Materials Company	\$ •	Field Supplies - Asphalt
5066	Cintas	\$ 101.58	Uniform Expense

Industry Public Utilities March 2022 Disbursements - continued

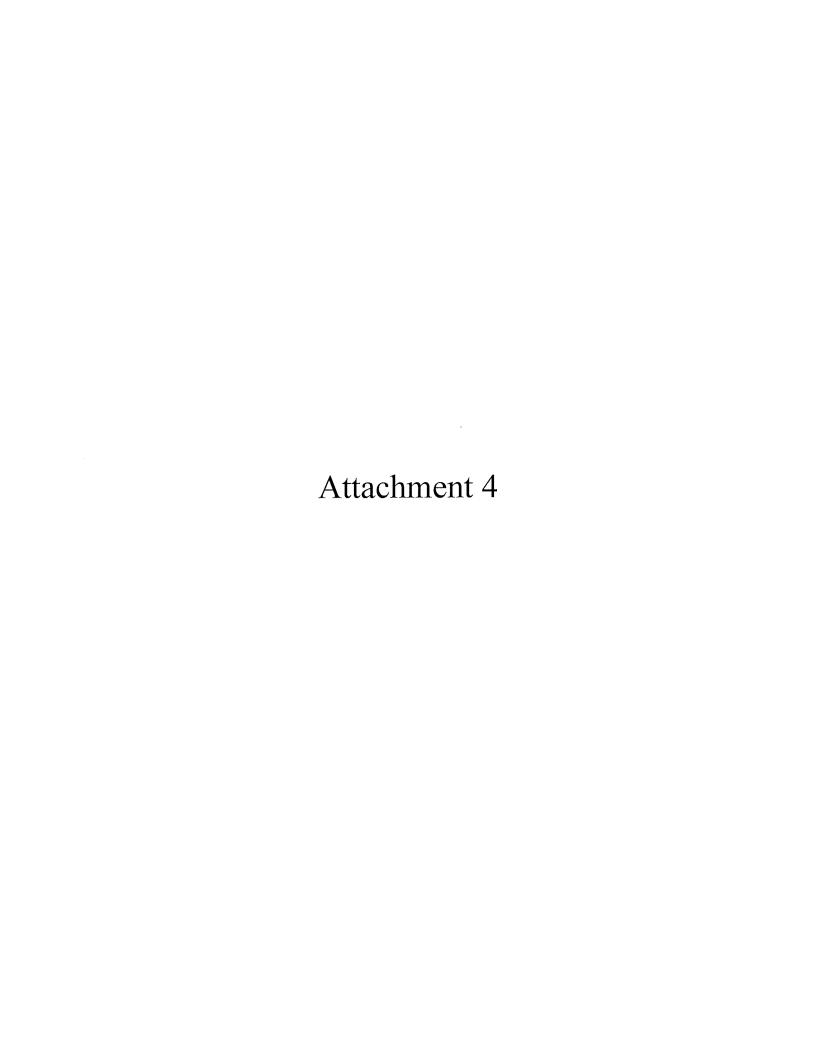
Check #	Payee		Amount	Description
5067	Hunter Electric	\$	8,675.05	Well Maintenance
5068	MJM Communications & Fire	\$	180.00	Security Monitoring
5069	Petty Cash	\$	84.08	Office/Field Expense
5070	SoCal Gas	\$	14.30	Gas Expense
5071	Verizon Wireless	\$	95.00	Cellular Service
5072	Verizon Wireless	\$	271.69	Cellular Service
5073	Verizon Wireless	\$	76.02	Cellular Service
5074	Weck Laboratories Inc	\$	230.00	Water Sampling
Online	Home Depot	\$	101.41	Field Supplies
Online	County of LA Department of Public Works	\$	1,148.00	Permit Fee's
Online	Intuit Quickbooks	\$	3,298.45	Administrative Expense
Autodeduct	Wells Fargo Merchant Fee's	\$	29.91	Merchant Fee's
Autodeduct	Bluefin Payment Systems	\$	1,245.03	Web Merchant Fee's
Autodeduct	Jack Henry & Associates	\$	54.70	Web E-Check Fee's
Autodeduct	First Data Global Leasing	\$_	44.00	Credit Card Machine Lease - Monthly

Total March 2022 Disbursements \$ 211,201.87



CIWS MONTHLY ACTIVITIES REPORT FY 2021-2022

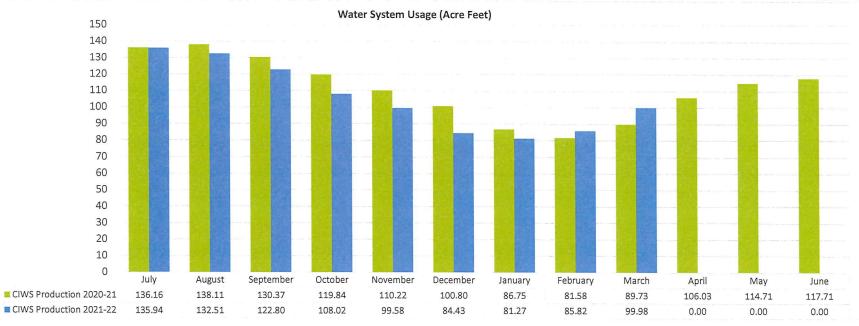
	July	August	September	October	November	December	January	February	March	April	May	June	2021/2022 FYTD	2020/2021 Actuals
Water Quality Monitoring	akana ya ya sagara anda kana ana aya aya aya aya aya a			199	adenia erandarak era aur bibban kepanan	entile en general land promision and messign		***************************************				eres established and an experience of the second	er () personal and a state of the state of	te marting propriets in a local property and a six of local property of an analysis of the local property (i.e.
No. of Samples from Distribution System											Y		0	403
Distribution Maintenance														
Repair/Replace Service Line	1	1	5	2	2	0	1	0	1				13	35
Repair/Replace Main Line	0	0	0	0	0	0	0	0	0				0	5
Replace Curb/Angle Stop	1	1	0	1	1	0	0	0	3				7	17
New Service Installations	0	0	1	0	0	0	0	1	0				2	6
Install New Air Release or Blow Off	1	0	1	0	0	0	0	0	0				2	2
Concrete/Asphalt Patch Repairs - Staff	1	0	0	1	0	0	0	0	0				2	9
Concrete/Asphalt Patch Repairs - Vendor	0	0	8	0	0	0	0	0	0		ļ		8	16
Reset Meter Box to Grade	0	0	0	0	0	0	0	0	0				0	1
Replace Slip Can/ Valve Lid	0	0	0	0	0	0	0	0	0				0	2
Fire Hydrant Repairs/Replaced	1	0	0	0	1	0	0	0	0	-			2	2
Valves Exercised	0	33	9	0	1	0	2	0	12				57	144
Hydrants / Dead Ends Flushed	0	0	0	0	0	57	0	0	0				57	
USA's - Tickets Processed	231	129	177	193	126	131	152	228	200				1567	58
Meter Maintenance	231	123	177	155	120	131	132	220	200				1507	2109
Replaced Register/Meter/Guts	1	14	1	14	- 10	-				1				
V	1	14	3	14	13	2	2	9	4				62	83
Replace Meter Box/Lid	8	5	0	7	8	2	1	0	9				40	63
Removed Meter	0	0	0	0	0	0	0	0	0				0	3
Repaired Meter Leaks	1	1	0	0	0	0	0	1	0				3	6
Customer Service		-	-											
Meter Re-Reads (Cust. Leaks, High Usage, Stopped Meter)	60	38	155	53	66	54	76	30	67			-	599	482
Re read for billing D	0	0	0	9	7	9	1	0	11				37	0
Check for Creeping E	30	15	81	18	7	13	12	6	13				195	0
Check for Stopped Meter F	30	23	74	26	52	32	63	24	43				367	0
Meter Read for Open/Close Account	2	5	4	3	1	3	1	1	3	<u> </u>			23	31
Turn Off/Lock Meter	5	5	3	4	7	2	6	2	17				51	56
Turn On Meter	4	9	4	4	6	4	3	4	20		-		58	62
	1	<u> </u>												}
Door Hangers - Miscellaneous	6	6	1	27	3	24	0	3	4				74	45
			_									-	0	0
Door Hangers - Conservation	0	0	13	11	7	2	2	0	0		-		25	6
Shut Off - Non-Payment	0	0	0	0	0	0	0	0	8			-	8	0
Shut Off - Customer Emergency/Request	1	3	2	1	0	3	1	0	8			-	19	24
Respond to Reported Leak	8	8	7	3	7	2	6	7	9				57	79
Check for High/Low Pressure	1	0	0	1	0	0	0	0	4				6	5
Check for Meter Tampering	0	0	0	0	0	0	0	0	4				4	6
Misc - Other	11	6	0	0	3	0	1	1	3				15	11
Water Quality Complaint- Odor/Color/Taste	0	1	0	0	1	0	0	0	0				2	0
Fire Flow Test	0	0	0	3	0	0	0	2	1				6	8
Safety Activities														
Safety Inspection of Facilities	5	5	. 7	5	5	7	5	5	7			· · · · · · · · · · · · · · · · · · ·	51	68
Monthly, Online and Outside Safety Training	13	18	37	7	9	17	5	5	9	,			120	194
Weekly Tailgate Safety Mtg	4	4	4	5	3	2	0	2	5				29	28

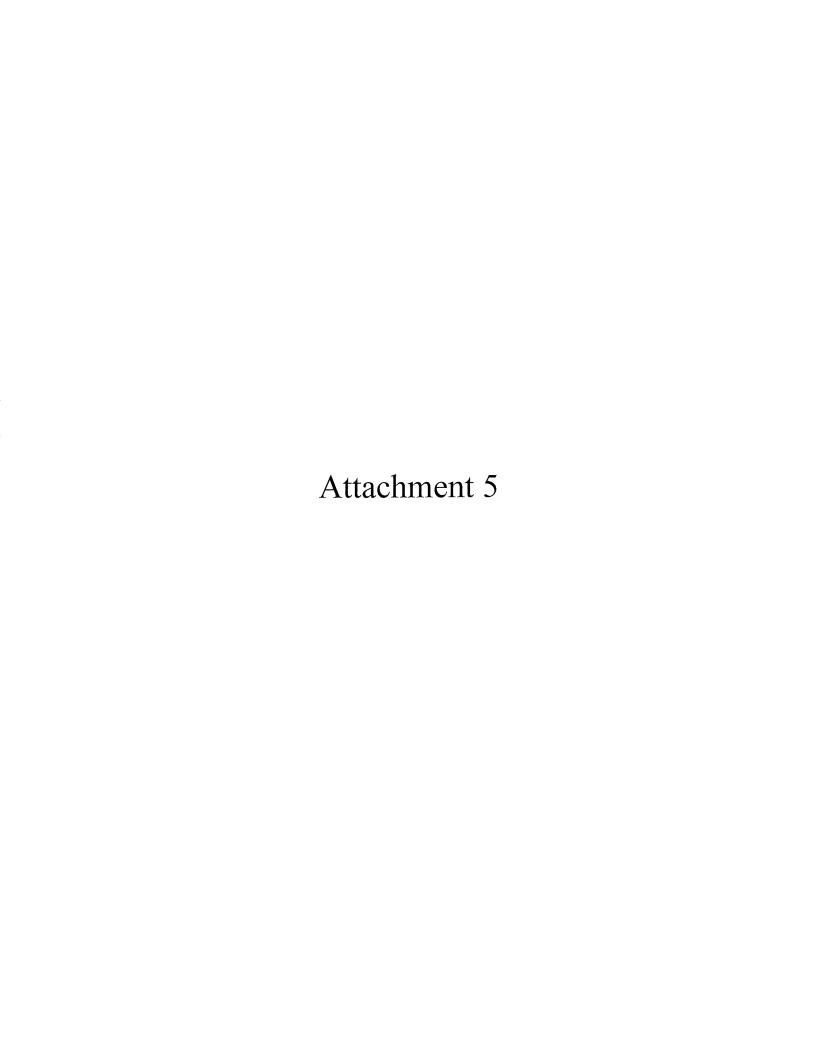


Industry Public Utilities - Water Operations

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	188.24	172.46	169.47				1666.33	1935.09
Interconnections to CIWS														
SGVWC Salt Lake Ave	0.67	0.57	0.51	0.57	0.46	0.38	0.85	0.39	0.43				4.83	7.40
SGVWC Lomitas Ave	130.47	129.44	122.87	107.76	99.12	84.20	79.69	85.98	98.81				938.34	129.34
SGVWC Workman Mill Rd	0.00	0.00	0.00	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	2.98	0.51	3.01				27.75	25.82
Subtotal	138.46	136.17	125.12	110.97	101.83	85.72	83.52	86.88	102.25				970.92	1327.88
Interconnections to LPVCWD	2.52	3.66	2.32	2.95	2.25	1.29	2.25	1.06	2.27				20.57	<u>40.58</u>
Production for CIWS 2021-22	<u>135.94</u>	132.51	122.80	108.02	99.58	84.43	81.27	<u>85.82</u>	99.98	0.00	0.00	0.00	950.35	1287.30





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

Deliveries from LPVCWD to CIWS

Report for Third Quarter 21/22

				Zone 488 Delive	ries			Zone 775 Deliveries								Combined	
QTR	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						1000	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	LEE BANK
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	2.28	0.00	0.00	0.00	2.28	37.51		27 1		4.22	0.00		4.22	58,59		6.50	
21-22 QTR 4	0.00	0.00	0.00	0.00	0.00	37.51			DESCRIPTION OF THE PARTY OF THE	0.00	0.01		0.01	58,60		0.01	
Annual Total	7.96	0.00	0.00	0.00	7.96	37.51	29.55			19.77	0.02		19.79	58.60	38.81	27.75	96.11

Deliveries from CIWS to LPVCWD

				Zone 488 Delive	eries			Zone 775 Deliveries								Combined	
QTR	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	NEW YEAR	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		0.06	0.70	5.26	0.02		6.04	72.78		6.04	
21-22 QTR 4	0.00	0.00		0.00	0.00	28.39		0.00	0.00	0.00	0.00		0.00	72.78		0.00	
Annual Total	0.00	0.00		0.00	0.00	28.39	28.39	1.44	2.43	17.65	0.52		22.04	72.78	50.74	22.04	101.17

Delivery Summary

			SV				Α	В				С	D	E
Quarter	LPVCWD Total to CIWS	CIWS Total to LPVCWD	Difference	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	6.50	6.04	-0.46	2.28	0.00	-2.28	0.00	0.00	4.22	6.04	1.82	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	96.11	101.17	5.06	37.51	28.39	-9.12			58.60	72.78	14.18			

Balance Owed by LPVCWD to CIWS Overall

i.06 Balance Owed to LPVCWD in 488

9.12

Balance Owed to CIWS in 775

14.18

Notes:

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

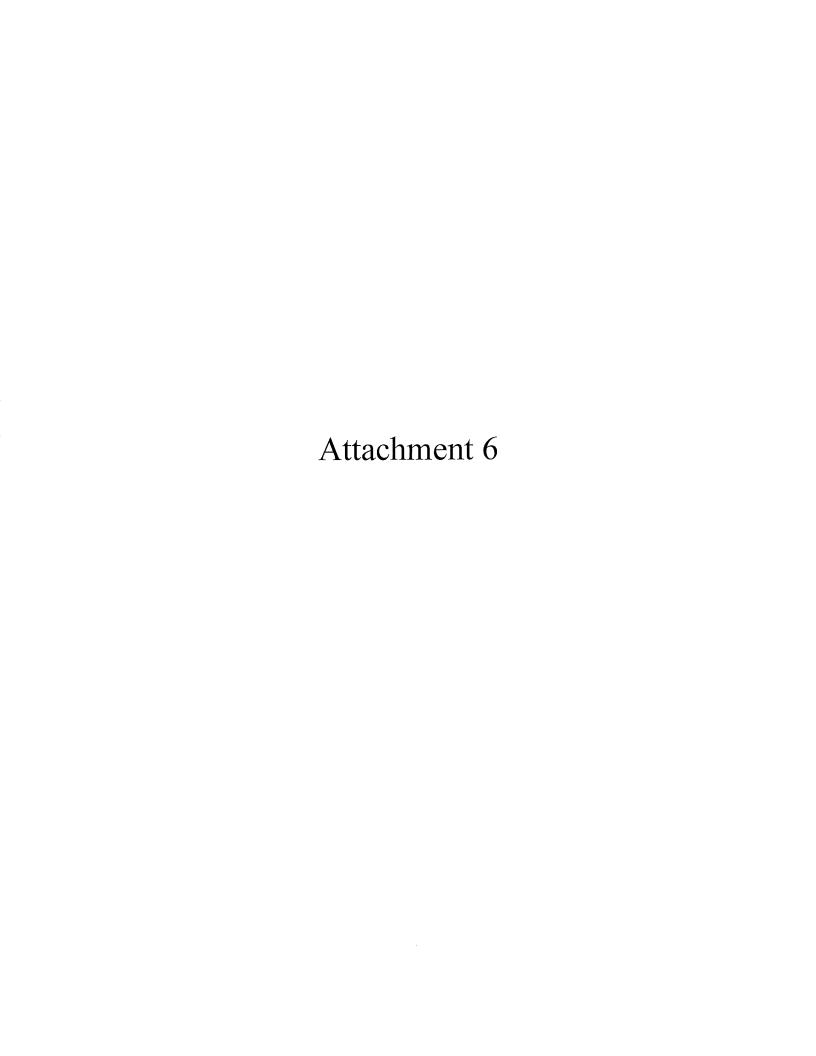
Column A represents water delivered in Zone 488 that was not redelivered within 12 months.

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.



APRIL 6, 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 January 25, 2022, the Baldwin Park Key Well groundwater elevation was 181.7 feet.
- > On March 25, 2022, the Baldwin Park Key Well groundwater elevation was 180.9 feet, a decrease of 0.2 feet from the prior week. The historic low was 169.4 feet on November 21, 2018.
 - ❖ A decrease of about 0.8 feet from the prior month.
 - ❖ About 16 feet lower than one year ago (represents 128,000 acre-feet). Includes an estimated 128,000 acre-feet of untreated imported water in cyclic storage accounts, which represents about 16 feet of groundwater elevation at the Key Well.
 - Producer Cyclic Storage 62,000 AF
 - MWD Cyclic Storage (for UD RDA delivery) 49,000 AF
 - Other Cyclic Storage 17,000 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 March 30, 2022
 - ❖ Average rainfall from July 1st through March 31st of each year is 16.10 inches
 - * Rainfall during July 1, 2021 through March 30, 2022 is 10.29 inches, which is 64 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 March 30, 2022
 - ❖ Average rainfall from July 1st through March 31st of each year is 13.88 inches
 - * Rainfall during July 1, 2021 through March 30, 2022 is 12.06 inches, which is 87 percent of average.

Report of the Watermaster Engineer on Hydrologic Conditions - April 6, 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 acrefeet
 - Morris Reservoir is located downstream of and receives releases from San Gabriel Reservoir, and has a maximum storage capacity of 28,736 acrefeet. 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 March 29, 2022 was 32,013 acre-feet (about 38 percent of capacity).
 - ❖ San Gabriel Reservoir inflow was 178 cfs and release was 256 cfs as of March 29, 2022. All of the release was going to Morris Reservoir.
 - ❖ Morris Reservoir inflow was 273 cfs and release was 275 cfs as of March 29, 2022. 30 cfs of the release was diverted from the San Gabriel River at the Azusa Duarte intake for use by Committee of Nine and the remaining 245 cfs was conserved in the Santa Fe Spreading Grounds.

↓ 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 February 2022, Upper District did not make deliveries through USG-3.
- ❖ During March 2022, Upper District does not plan to make deliveries through USG-3.
- During February 2022, Upper District delivered 1,993 acre-feet through the San Gabriel District pipeline to the San Gabriel Canyon and Azusa Surface Water Treatment Plant.
- ❖ During March 2022, Upper District plans to deliver about 2,160 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 - April 6, 2022 (continued)

- > Three Valleys District
 - ❖ During February 2022, Three Valleys District did not make deliveries through PM-26.
 - ❖ During March 2022, Three Valleys District does not plan to make deliveries through PM-26.
 - During February 2022, Three Valleys District did not make deliveries through USG-3 and to the San Gabriel Canyon.
 - During March 2022, Three Valleys District does not plan to make deliveries through USG-3 and to the San Gabriel Canyon
- > San Gabriel District
 - During February 2022, San Gabriel District did not make deliveries to the San Gabriel Canyon and to the San Gabriel River.
 - ❖ During March 2022, San Gabriel District does not plan to make deliveries to the San Gabriel Canyon and to the San Gabriel River.

4 Landfill Report

- > Watermaster staff toured the following landfills during the month of March 2022:
 - 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.

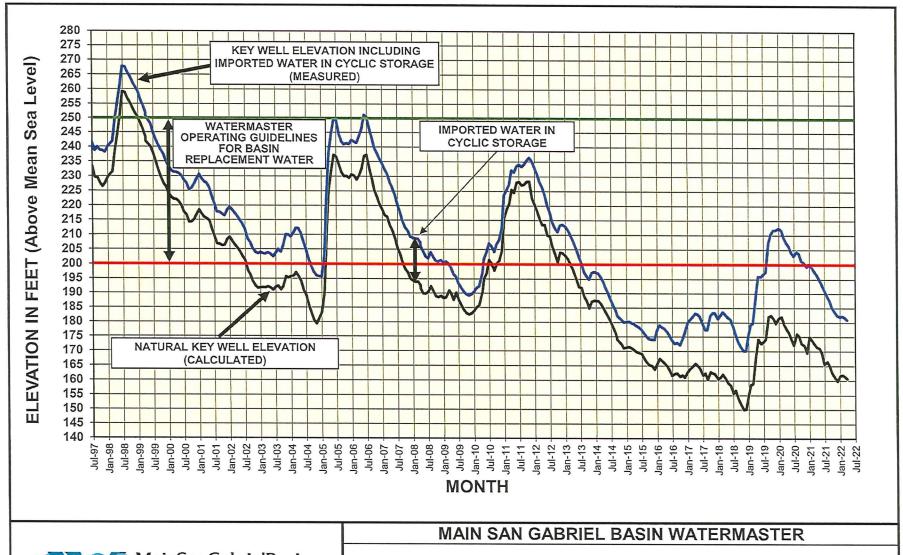
🚣 Water Quality

- > Water systems are required by the Division of Drinking Water (DDW) to collect water quality data from source wells and provide the results to DDW pursuant to Title 22 (Water quality data collected through Main San Gabriel Basin Watermaster's Basinwide Groundwater Quality Monitoring Program)
 - During March 2022, 21 wells were sampled under Title 22
 - ❖ During February 2022, 73 wells were sampled under Title 22
 - ❖ During February 2022, Stetson Engineers Inc. received no public notice of wells shut down due to contamination.
- > DDW announced it will be considering hexavalent chromium Maximum Contaminant Level (MCL) of 10 part per billion (ppb) with a notice of a public workshop to present information and solicit public input regarding the proposed administrative draft of the hexavalent chromium MCL.
 - DDW is proposing a compliance schedule based on system size:
 - o Systems with more than 10,000 service connections would be required to comply with the MCL within 2 years of rule adoption.
 - o Systems with 1,000 to 10,000 service connections would be required to comply with the MCL within 3 years of rule adoption.
 - o Systems with less than 1,000 service connections would be required to comply with the MCL within 4 years of rule adoption.

Report of the Watermaster Engineer on Hydrologic Conditions - April 6, 2022 (continued)

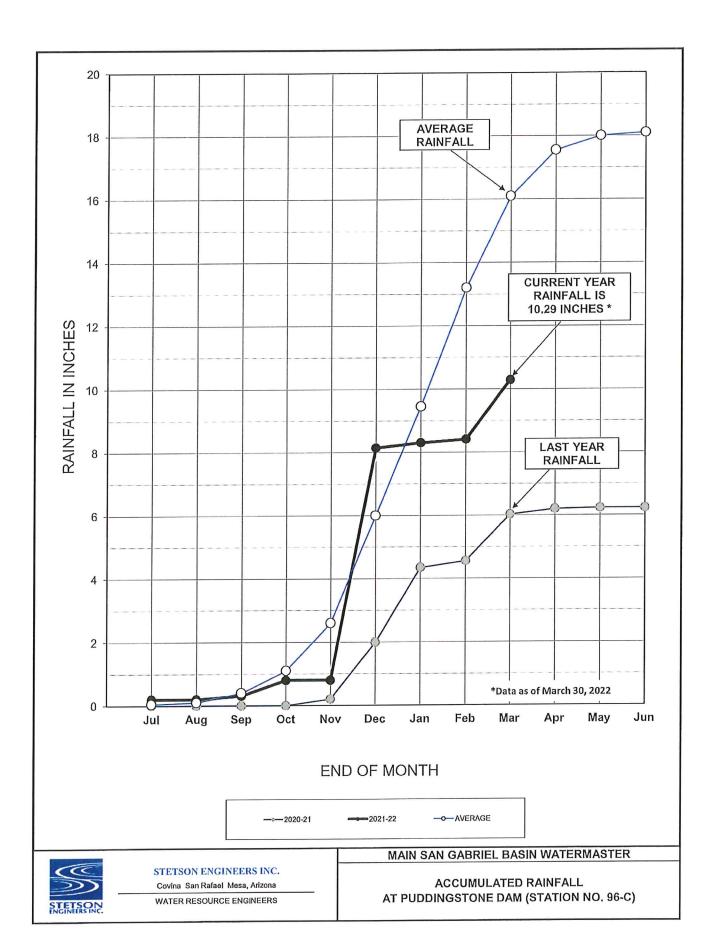
- > DDW announced, it has initiated the process of developing revised notification level (NL) and reporting level (RL) for manganese. The current NL for manganese is 500 ppb and the secondary MCL for manganese is 50 ppb. DDW indicated additional notice will be provided when the proposed revisions are available.
 - ❖ Manganese is a secondary standard and is sampled by the Producer as part of the triennial General Mineral / General Physicals (GM/GP) sampling. Watermaster does not sample for manganese.
- > Triennial DDW Monitoring Waiver Application
 - ❖ Interested Producers can complete the DDW Monitoring Waiver Application in order to receive contaminant monitoring waiver for the next 3-year compliance period.
 - The monitoring waiver is typically for asbestos and synthetic organic chemicals (SOCs) where, if approved by DDW, the monitoring is waived for the 3-year compliance period in the application.
- The Office of Environmental Health Hazard Assessment (OEHHA) is recommending the State Water Resources Control Board (Water Board) establish the notification level (NL) for perfluorohexane sulfonic acid (PFHxS) at 2 parts per trillion (ppt), or the lowest level at which it can be reliably detected in drinking water using currently available and appropriate technologies. This recommendation is based on OEHHA's development of a health-protective concentration intended to prevent noncancer effects, including thyroid, liver, and developmental toxicity.
 - This recommendation by OEHHA has been provided to DDW for their reference.
 - ❖ Detections of PFHxS above 2 ppt have been found in the Main San Gabriel Basin.

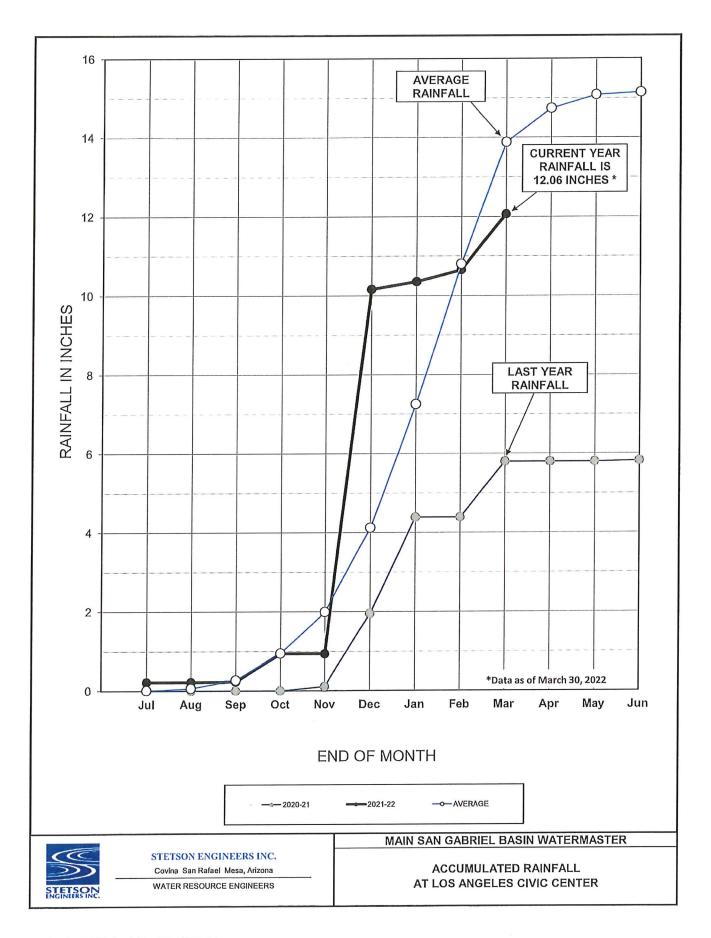
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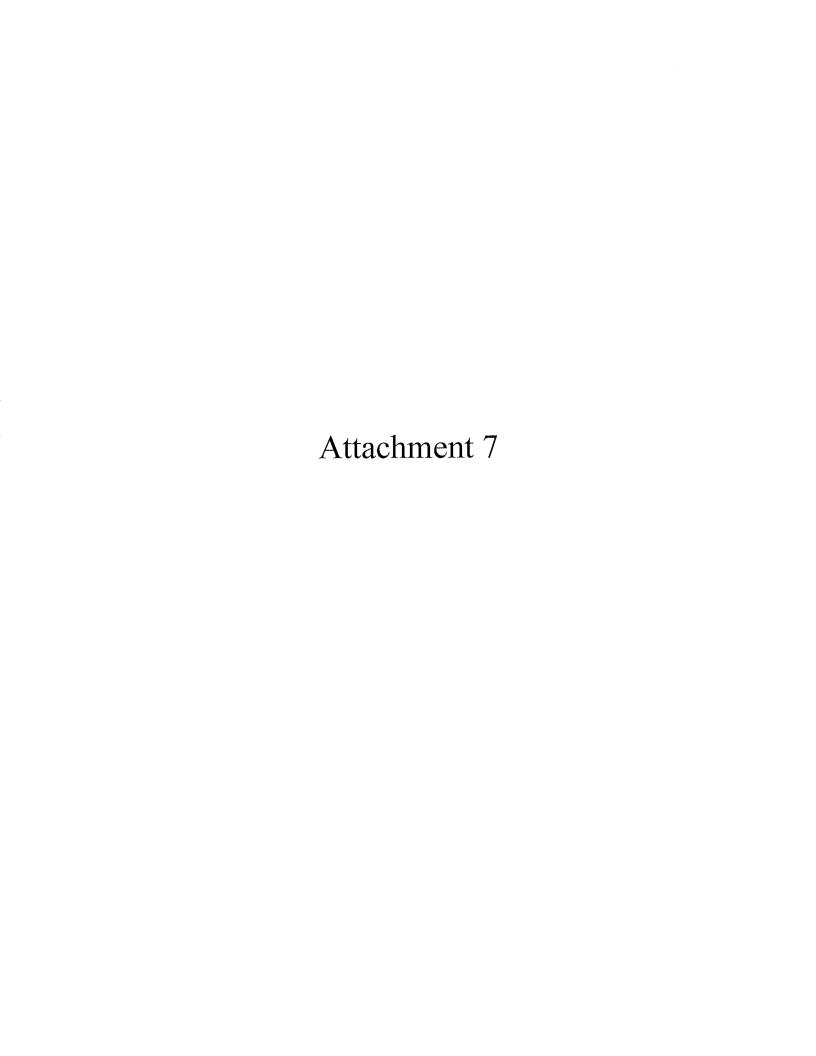




BALDWIN PARK KEY WELL GROUNDWATER ELEVATION







LPVCWD Salary & Benefits Billing Summary

Mar-22

Employee		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	\$	105.19		N/A	\$	19.34	\$	8.68	\$	133.21
Office Manager	9	\$	65.65		N/A	\$	21.26	\$	13.68	\$	100.59
Operations & Maintenance Superintendent	46	\$	64.02		N/A	\$	15.45	\$	13.34	\$	92.81
Lead Customer Service & Accounting Clerk	11	\$	38.15	\$	57.22	\$	18.84	\$	7.95	\$	64.94
Customer Service & Accounting Clerk II	33	\$	33.42	\$	50.13	\$	20.61	\$	2.72	\$	56.74
Customer Service & Accounting Clerk I	44	\$	25.62	\$	38.43	\$	13.25	\$	2.08	\$	40.96
Customer Service & Accounting Clerk I	50	\$	21.85	\$	32.77	\$	0.34	\$		\$	22.19
Distribution Supervisor	7	\$	54.97	\$	82.46	\$	20.05	\$	11.46	\$	86.48
Water Treatment & Supply Superintendent	12	\$	63.07	\$	94.60	\$	25.98	\$	13.14	\$	102.19
Water System Maintenance Worker	49	\$	30.11	\$	45.17	\$	11.12	\$	2.45	\$	43.68
Lead Water System Operator	15	\$	49.94	\$	74.91	\$	24.48	\$	10.41	\$	84.82
Water System Operator I	48	\$	33.70	\$	50.55	\$	11.40	\$	2.74	\$	47.84
Water System Operator I	22	\$	37.33	\$	56.00	\$	21.63	\$	7.78	\$	66.75
Water System Operator I	31	\$	36.90	\$	55.36	\$	23.02	\$	7.69	\$	67.62
Water System Operator II	38	\$	45.70	\$	68.54	\$	20.92	\$	3.71	\$	70.34