

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
Thursday, October 10, 2024
7:30 p.m.
Westborough Water District Office
[2263 Westborough Boulevard, South San Francisco](#)

1. ROLL CALL:

2. PLEDGE OF ALLEGIANCE:

3. CONSENT CALENDAR:

All items listed under the Consent Calendar are approved by a single motion of the Board. A Board member may request removal of any item for discussion and separate action:

A. Approval of Minutes:

1. Regular Meeting of September 12, 2024.

B. Accountant's Report for Period Ending July 31, 2024.

C. Investment Report for Period Ending September 30, 2024.

D. Claims Register for September 30, 2024.

4. PUBLIC COMMENT:

Members of the public are invited to participate during the public comment period or when an item on the agenda is introduced. Anyone wishing to speak should, after the recognition, give their name and address, speak clearly, and direct their remarks only to the Board. Please limit your remarks to no more than five (5) minutes. Items not on the agenda may be referred to Staff for consideration at a later date.

5. BUSINESS (OLD):

- A. Update - Report on Losses Filed with JPIA for Overflow Damages at the Rowntree Lift Station - February 5, 2024 (Claim #24-0795).

6. BUSINESS (NEW):

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October 10, 2024

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- A. Consider Authorization of Task Order 25-01 with District Engineer, Pakpour Consulting Group, Inc., for Design of Skyline Tank No.2 Improvements in the Amount of \$233,519.
- B. Consider Authorization of Task Order 25-02 with District Engineer, Pakpour Consulting Group, Inc., for Updating District Water and Sewer Maps in the Amount of \$55,600.
- C. Review/Approve Pump Repair Service Company Quote and Agreement for Westborough Main Pump Station, Pump #1 to Repair the Floway Vertical Booster Pump and GE 150HP Motor.
- D. Report by General Manager Regarding the Emergency Repair of the District's 12" Leaky Main Located Near 2263 Westborough Boulevard, and Emergency Expenditures.

7. WRITTEN COMMUNICATIONS:

- A. BAWSCA's Statement on the Board's Selection of a New BAWSCA CEO/General Manager, Effective December 1, 2024.
- B. Correspondence to the City of South San Francisco from District's Customer E. Garzaro Regarding Billing Process and Reply from WWD General Manager.

8. ATTORNEY'S REPORT:

- A. Governor Signs Three New Laws Protecting Water Agencies and their Customers From Higher Costs.

9. GENERAL MANAGER'S REPORT:

- A. Update on Meeting with City of Daly City to Discuss CIP Sewer Projects.
- B. Report on District's Water Conservation for September 2024.
- C. Update Regarding the Submission of the Initial Lead Service Line Inventory (LSLI) to the State Water Resources Control Board - Division of Drinking Water (DDW) due October 16, 2024.

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10. ITEMS FROM BOARD OF DIRECTORS:

- A. Report on BAWSCA Meeting of September 19, 2024 (Chambers).

11. CLOSED SESSION: None

12. ADJOURNMENT:

Upon request, the Westborough Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the auxiliary aid or service at least 3 days before the meeting. Request should be sent to Westborough Water District at 2263 Westborough Boulevard, South San Francisco, CA 94080, or email wwd@westboroughwater.org. Availability of Public Records: all public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Acts, that are distributed to a majority of the legislative body will be available for public inspection at 2263 Westborough Boulevard, South San Francisco, CA 94080, at the same time that the public records are distributed or made available to the legislative body.

**MINUTES OF THE REGULAR MEETING
OF THE
BOARD OF DIRECTORS**

Thursday, September 12, 2024

The meeting was called to order at 7:30 p.m.

1. ROLL CALL:

Directors Present: Don Amuzie
Perry Bautista
Janet Medina
Julie Richards
Tom Chambers

Staff Present: Dayna Louie, Attorney
Johnny Kennedy, Field Supervisor
Wendy Bellinger, Office Supervisor
Patricia Mairena, General Manager

Visitors Present: Gary E. Cline – Actuarial Consulting Group LLC
Gary T. Cline - Actuarial Consulting Group LLC

2. PLEDGE OF ALLEGIANCE: Led by Director Medina.

3. CONSENT CALENDAR:

President Chambers thanked General Manager Mairena for having the June 2024 financial statement corrected. President Chambers asked the Board if there were any questions or comments with the Consent Calendar; otherwise, he asked if there was a motion to approve.

Director Bautista moved to approve the Consent Calendar as written, seconded by Director Medina.

The motion was carried unanimously.

4. PUBLIC COMMENT: None

5. BUSINESS (OLD): None

6. BUSINESS (NEW):

A. OPEB (Other Post Employment Benefits) Actuarially Determined Contribution (ADC) Funding Policy Review.

General Manager Mairena displayed the Power Point presentation by Actuarial Consulting Group LLC on Retiree Medical Plan Funding Policy Review.

Gary E. Cline introduced himself to the Board of Directors as the District's new actuary. Mr. Cline mentioned that last year's valuation was a partial valuation, but this year his company is performing a full valuation for the year ending 2023. Mr. Cline explained that in the process, they had reviewed all the actuarial assumptions and methods, and came across the Funding Policy, and that was the reason he was in front of the Board today.

Mr. Cline explained that the Funding Policy guides how much to contribute towards the plan each year. Mr. Cline reviewed how the plan should have key funding policy goals including: keeping contributions relatively stable and equitably allocating costs over the employees' period of active service. Mr. Cline also reviewed the elements of a funding policy and stated that these should include: an actuarial cost method, an asset smoothing method, and an amortization method.

Mr. Cline proceeded to review the District's funding policy and explained that the District uses Level Cost Actuarial Model (LCAM) designed to allocate the annual cost of benefits in a level manner over employees' working careers, which is the same method used in GASB 75 accounting.

Mr. Cline also discussed the Actuarially Determined Contribution (ADC) which includes Normal Cost (Value of benefits earned during 1 year) and Amortization (Annual payment of Unfunded Liability). Mr. Cline commented that the District uses a funding amortization method different from the GASB 75 accounting method.

Mr. Cline stated that the key issue needing Board review was that most active employees will retiree within 5-8 years, which will change the profile of plan liabilities, and that retirees will represent 70%-80% of the plan liability. Mr. Cline pointed out that a key action to consider by the Board was immunization of the liability by investing more heavily in fixed income investments, which may not be needed if the plan liability has a relatively small

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footprint on the balance sheet (i.e., District can handle the volatility). Mr. Cline also stated that intergenerational equity is achieved when the next generation of workers is not paying for the last.

Mr. Cline mentioned that the California Employers' Retiree Benefit Trust (CERBT) offers two alternative investment strategies the District could use to immunize a larger portion of the liability. Mr. Cline also reviewed three scenarios for 2024/25 ADC. Mr. Cline emphasized that it is best to overfund your liability and have less equity exposure.

Mr. Cline suggested the Board should consider the following decisions:

- Stay with CERBT Strategy 1?
- Reduce Unfunded Liability Amortization period to:
 - 5 years?
 - 10 years?
 - Stay with current 17 years?
- If reducing the initial period, adopt a policy for managing future gain/loss amounts?
 - Common: Individual layers with fixed periods
 - Assets 5 years, Liability gain/loss 10-15 years, Amendments 15 years
 - Preference for Level Dollar or Level Percent of Pay?

President Chambers stated that making any changes now would blow the budget out of the water and that the best time to consider any changes would be around March, when the budget is being prepared. President Chambers asked General Manager Mairena if she was in agreement with that. General Manager Mairena agreed.

The Board asked Mr. Cline to provide scenarios to be reviewed by the Budget Committee when they get ready to prepare next year's budget.

General Manager Mairena asked if this year's valuation will be based on the current assumptions and Mr. Cline confirmed.

The Board thanked Mr. Cline for his presentation.

B. Review/Approve Resolution No. 681, Adopting and Restating the Rate and Fee Schedule.

General Manager Mairena stated that the water, sewer, and meter rates which were

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approved by the Board at the July meeting were updated in the amended Rate and Fee Schedule. General Manager Mairena also stated that in advance of this meeting, the District had published a 10-day legal notice in the newspaper regarding the approval of the pass through of the credit card processing fee up to 3.5% plus 30 cents, and that fee was also updated in the amended Rate and Fee Schedule. General Manager Mairena mentioned that there were a couple other changes made, including the Sanitary Sewer Fee Permit and the deposit and monthly cost of portable meters; thus, making sure the actual costs were covered. General Manager Mairena stated that the resolution in front of the Board for approval would incorporate those changes that were made to the Rate and Fee Schedule.

President Chambers asked if the District had done a notice in addition to the newsletter. General Manager Mairena confirmed and replied that the website had also been updated with the information on the credit card fee. Office Supervisor Bellinger mentioned that the billing forms will also have that information. General Manager Mairena mentioned that there was also an insert that was being included with the September 15th bills, detailing the new rates and the credit card fee.

President Chambers asked the Board if there was any discussion on this resolution.

Director Bautista moved to approve Resolution No. 681, Adopting and Restating the Rate and Fee Schedule, seconded by Director Medina.

Roll Call

Director Amuzie	Aye
Director Bautista	Aye
Director Medina	Aye
Director Richards	Aye
Director Chambers	Aye

The motion was carried unanimously.

7. WRITTEN COMMUNICATIONS: None

8. ATTORNEY'S REPORT: None

9. GENERAL MANAGER'S REPORT:

A. Report on District's Water Conservation for August 2024.

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General Manager Mairena displayed the comparison chart of water use and reported that although water consumption for August 2024 was higher than last month's, it was lower in comparison to the base period SFPUC is using for comparison or 2020-2021. General Manager Mairena stated that the increase is most likely due to the warmer weather.

B. Update on Implementation of Credit Card Processing Fees Cost Pass Through.

General Manager Mairena provided a status update on the Implementation of the Credit Card Processing Fees. General Manager Mairena stated that Corbin Willits Systems (PUWC), who handles the majority of the credit card payments, had already implemented the fee of 3.5% with a 30-cents fee. General Manager Mairena also stated that Celero by Tri-Counties Bank (TCB) who handles the credit card payments received via the phone or in person at the District office, was still being set up and they would not be able to add the 30-cents per transaction fee, only the 3.5%. General Manager Mairena told the Board that this situation was discussed with both President Chambers and Attorney Conneran, and a decision was made to proceed with implementing only the 3.5% fee, as the 30 cents was a minimal amount. General Manager Mairena mentioned that the District already had the new credit card processing terminal and that training was scheduled for September 18th and after that, the District could start charging the 3.5% fee.

C. Update on District's Accounting Conversion Progress.

General Manager Mairena reviewed the progress of the District's Accounting Conversion. General Manager Mairena mentioned that the financial report for July was missing from the Consent Calendar due to the conversion to the new Accounting format. General Manager Mairena stated that it was taking a little longer to produce the report due to the creation of new GL codes and ensuring that everything was coded correctly, and in addition, the accountants had requested additional time to review the new format with management. General Manager Mairena also stated that the July report should be ready by the next meeting.

D. Report on Vehicle Accidents Reported to JPIA for 2020 Ford 250 – June 20, 2024 (Claim #24-0939) and July 19, 2024 (Claim #25-0060).

General Manager Mairena reported on two vehicle accidents in which one of the District trucks and the same driver had been involved in. General Manager Mairena referred to the details on her written report and told the Board that for both, the District's driver had been cleared of liability. General Manager Mairena told the Board that as of today, there had been no claims filed against the District; however, the claimant had up to six months to file.

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Thursday, September 12, 2024

General Manager Mairena mentioned that in the first accident, there was no real damage to the truck, except for the sideview mirror. President Chambers inquired if there was a DMV report filed in the first accident. General Manager Mairena replied that it had been filed and also a police report, and per the latter report, it appeared that the pedestrian was at fault for entering the traffic unsafely.

General Manager Mairena played a video from the District's security camera showing the impact for second accident and mentioned that due to the nature of this accident, there was about \$7,900 worth of damage caused to the District's truck. General Manager Mairena stated that JPIA's investigation concluded that the other party was responsible for this accident, and JPIA had sent a letter to the other party's insurance seeking payment for the damages.

E. Report on Losses Filed with JPIA for Overflow Damages at the Rowntree Lift Station - February 5, 2024 (Claim #24-0795).

General Manager Mairena reported that she had filed a property losses claim for the overflow damages at the Rowntree Lift Station resulting from the incident of February 5, 2024, in the amount of \$79,968.88, and that on September 9, 2024, JPIA had notified her that payment in the amount of \$77,468.88 (total losses less a \$2,500 deductible) would be made to the District within 14 business days. General Manager Mairena stated that this amount should recover most of the expenses, including the replacement of the roof.

10. ITEMS FROM BOARD OF DIRECTORS:

A. ACWA LIVE Webinar - From Policy to Practice: Understanding the Making Conservation a California Way of Life Regulation (Chambers).

President Chambers mentioned that this was not really a District event, but BAWSCA had suggested he attend it. President Chambers commented on the webinar which dealt with the regulation Making Conservation a California Way of Life, and that this webinar was the first part of two with the second one scheduled for October 22nd. President Chambers explained that there is a lot going on regarding this regulation, and that larger districts were hiring someone to deal with this, and that he was not sure how a smaller district like ours would deal with that.

President Chambers mentioned that there was a lot of information and if anyone was interested in attending the second webinar, they should talk to the General Manager, and he did not think it would be an official attendance but an educational one.

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Director Bautista asked about non-functional turf. President Chambers commented about how the current law states that there is no water for non-functional turf, but that may change in the future. President Chambers stated that maybe common greens could be considered small parks since the City of South San Francisco owned them.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Without objection, President Chambers adjourned the meeting.
Time 9:10 p.m.

Secretary

President

Date

Westborough Water District

Financial Statements
With Accountant's Compilation Report
July 31, 2024



Chavan & Associates, LLP
Certified Public Accountants
15105 Concord Circle, Suite 130
Morgan Hill, CA 95037

Westborough Water District

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Accountant's Compilation Report

To the Board of Directors
Westborough Water District
City of South San Francisco, CA

Management is responsible for the accompanying financial statements of the business-type activities of the Westborough Water District, CA (the "District"), as of and for the one month ended July 31, 2024, which collectively comprise the District's basic financial statements as listed in the table of contents, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The supplementary information on pages 7 through 9 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. However, we have not audited or reviewed the information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on such information.

A statement of cash flows for the one month ended July 31, 2024, has not been presented. Accounting principles generally accepted in the United States of America require that a statement of cash flows be presented when financial statements purport to present financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Management has omitted the management's discussion and analysis that the Governmental Accounting Standards Board requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context.



Chavan and Associates, LLP
Certified Public Accountants

We are not independent with respect to the District as of and for the one month ended July 31, 2024, because we performed certain accounting services that impaired our independence. We were engaged to compile monthly summary reports of the District's transactions instead of a full set of financial statements. As such, we are required by the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants to disclose that the accompanying financial statements exclude the minimum required disclosures and statement of cash flows. This does not impact the credibility and accuracy of the information included in the accompanying financial statements.

C & A LLP

October 7, 2024
Morgan Hill, California

Westborough Water District
Statement of Net Position
July 31, 2024

ASSETS

Current Assets:

Cash (Including \$5,172,952 in Time Deposits)	\$ 5,667,606
Receivables	
Water	912,154
Sewer	279,334
Other	54,455
Prepaid Expenses and Other	54,103
Inventory	305,158
Total Current Assets	7,272,810

Non-Current Assets:

Lease Receivable	235,365
Utility Plant in Service (Note 5):	
Land	182,633
Work in Progress	191,123
Water Facility	8,206,496
Building	1,503,835
Joint-Use Facilities	94,907
Meters	935,855
Office Furniture and Equipment	160,084
Maintenance Facility	478,623
Sewer Facility	3,445,900
Total Utility Plant in Service (Capital Assets)	15,199,456
Less Accumulated Depreciation	(7,259,740)
Utility Plant in Service-Net Accumulated Depreciation	7,939,716
Total Non-Current Assets	8,175,081
Total Assets	\$ 15,447,891

DEFERRED OUTFLOWS

Deferred Pension Outflows	\$ 539,882
Deferred OPEB Outflows	151,580
Total Deferred Outflows	\$ 691,462

(continued)

See accompanying notes and accountant's compilation report

Westborough Water District
Statement of Net Position
July 31, 2024

LIABILITIES

Current Liabilities:

Accounts Payable (Note 2)	\$ 1,427,356
Customers' Deposits	409,440
Unearned Revenue	<u>24,366</u>
Total Current Liabilities	<u>1,861,162</u>

Long-term Liabilities:

Accrued Vacation	129,955
Net Pension Liability	1,031,388
Net OPEB Obligation	<u>207,611</u>
Total Long-term Liabilities	<u>1,368,954</u>
Total Liabilities	<u>\$ 3,230,116</u>

DEFERRED INFLOWS

Deferred Lease Inflows	\$ 197,902
Deferred Pension Inflows	105,232
Deferred OPEB Inflows	<u>208,079</u>
Total Deferred Inflows	<u>\$ 511,213</u>

NET POSITION

Net Investment in Capital Assets	\$ 7,939,716
Restricted for Capital Facilities	347,103
Unrestricted:	
Reserved for Contingencies	278,273
Reserved for Capital Expenditures	1,916,100
Non-spendable Inventory and Prepaids	359,261
Unappropriated	<u>1,557,571</u>
Total Net Position	<u>\$ 12,398,024</u>

(concluded)

See accompanying notes and accountant's compilation report

Westborough Water District
Statement of Activities
For the One Month Ended July 31, 2024

Operating Revenue:

Water Sales (Note 3)	\$ 380,224
Sewer Svc. and Transfer Charges	281,435
Misc. Operations	<u>1,366</u>
Total Operating Revenue	<u>663,025</u>

Operating Expense:

Water Expenditures	295,139
Sanitary Sewer Expenditures	238,446
Admin. and General Expenditures	138,984
Depreciation	<u>28,226</u>
Total Operating Expenses	<u>700,795</u>

Operating Income (Loss)	(37,770)
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Non-operating Income (Expense):

Property Taxes	37,186
Investment Interest	21,501
Other	<u>2,782</u>
Total Non-operating Income (Expense)	<u>61,469</u>

Change in Net Position	23,699
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Net Position - Beginning	<u>12,374,325</u>
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Net Position - Ending	<u><u>\$ 12,398,024</u></u>
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See accompanying notes and accountant's compilation report

Westborough Water District
Selected Information - Substantially All Disclosures Required by
Generally Accepted Accounting Principles are Not Included
July 31, 2024

NOTE 1 - There was no Bad Debt expense during the month.

NOTE 2 - Accounts payable at July 31, 2024, includes \$1,267,853 of accrued treatment and disposal expense.

NOTE 3 - Estimated operating revenues are used in preparing the financial statements for the months of January, March, May, July, September and November because actual figures are not available until one and one-half months after the close of these months.

NOTE 4 - Accounts receivable are reported net an allowance for uncollectible accounts of \$3,513 to account for uncollectible water receivables for the period.

NOTE 5 - Changes in utility plant in-service for the one month ended July 31, 2024, were as follows:

Beginning Balance	\$	15,198,347
Engineering		-
Surveying		-
Contractors		-
Other Fixed Assets		1,109
Ending Balance	\$	<u>15,199,456</u>

Westborough Water District
Schedule of Income and Expense - Budget to Actual
For the One Month Ended July 31, 2024

	July	Year to Date	2024-25 Budget	Percentage to Date	Percentage Variance	\$ Variance YTD Plan
Operating Revenue:						
Water Sales (Note 3)	\$ 380,224	\$ 380,224	\$ 4,953,010	7.68%	-0.66%	\$ (32,527)
Water Misc. Operations	1,366	1,366	20,000	6.83%	-1.51%	(301)
Total Water Operating Revenue	381,590	381,590	4,973,010	7.67%	-0.66%	(32,828)
Sewer Svc. and Transfer Charges	281,435	281,435	3,376,361	8.34%	0.00%	72
Total Sewer Operating Revenue	281,435	281,435	3,376,361	8.34%	0.00%	72
Total Operating Revenue	663,025	663,025	8,349,371	7.94%	-0.39%	(32,756)
Operating Expense:						
Water Expenditures	295,139	295,139	3,117,576	9.47%	-1.13%	(35,341)
Admin. and General Expenditures	111,397	111,397	1,142,098	9.75%	-1.42%	(16,222)
Depreciation	22,643	22,643	275,093	8.23%	0.10%	281
Total Water Operating Expenses	429,179	429,179	4,534,767	9.46%	-1.13%	(51,282)
Sanitary Sewer Expenditures	238,446	238,446	2,918,715	8.17%	0.16%	4,780
Admin. and General Expenditures	27,587	27,587	384,072	7.18%	1.15%	4,419
Depreciation	5,583	5,583	66,179	8.44%	-0.10%	(68)
Total Sewer Operating Expenses	271,616	271,616	3,368,966	8.06%	0.27%	9,131
Total Operating Expenses	700,795	700,795	7,903,733	8.87%	-0.53%	(42,151)
Operating Income (Loss)	(37,770)	(37,770)	445,638	-8.48%	-16.81%	(74,907)
Non-operating Income (Expense):						
Water Property Taxes & Assessments	28,041	28,041	487,900	5.75%	-2.59%	(12,617)
Water Investment Interest	10,052	10,052	52,949	18.98%	10.65%	5,640
Other	2,782	2,782	37,000	7.52%	-0.81%	(301)
Total Water Non-Operating Income (Expenses)	40,875	40,875	577,849	7.07%	-1.26%	(7,278)
Sewer Property Taxes & Assessments	9,145	9,145	209,100	4.37%	-3.96%	(8,280)
Sewer Investment Interest	11,449	11,449	79,424	14.42%	6.08%	4,830
Total Sewer Non-Operating Income (Expenses)	20,594	20,594	288,524	7.14%	-1.20%	(3,450)
Total Non-operating Income (Expense)	61,469	61,469	866,373	7.09%	-1.24%	(10,728)
Net Income (Loss)	\$ 23,699	\$ 23,699	\$ 1,312,011	1.81%	-6.53%	(85,635)

Westborough Water District
Water Fund Schedule of Income and Expense - Budget to Actual
For the One Month Ended July 31, 2024

	July	Year to Date	2024-25 Budget	Percentage to Date	Percentage Variance	\$ Variance YTD Plan
Water Operating Revenue:						
Water Sales (Note 3)	\$ 380,224	\$ 380,224	\$ 4,953,010	7.68%	-0.66%	\$ (32,527)
Misc. Operations	1,366	1,366	20,000	6.83%	-1.51%	(301)
Total Operating Revenue	381,590	381,590	4,973,010	7.67%	-0.66%	(32,828)
Water Operating Expense:						
Salaries	36,743	36,743	464,924	7.90%	0.43%	\$ 2,001
Salaries Overtime	959	959	9,000	10.66%	-2.32%	(209)
Benefits	48,161	48,161	134,692	35.76%	-27.42%	(36,937)
Payroll Taxes	2,899	2,899	43,575	6.65%	1.68%	732
Technical Communications	998	998	13,424	7.43%	0.90%	121
Utilities	19,311	19,311	203,679	9.48%	-1.15%	(2,338)
Supplies and Small Tools	905	905	15,000	6.03%	2.30%	345
Maintenance of Sytem	3,680	3,680	62,900	5.85%	2.48%	1,562
Special Services	1,465	1,465	116,394	1.26%	7.08%	8,235
Vehicle Expense	948	948	35,000	2.71%	5.63%	1,969
Water Purchases	179,070	179,070	2,018,988	8.87%	-0.54%	(10,822)
Admin. and General Expenditures						
Salaries	37,820	37,820	477,321	7.92%	0.41%	1,957
Salaries-Temporary	-	-	2,000	0.00%	8.35%	167
Salaries-Overtime	-	-	2,000	0.00%	8.35%	167
Employee Benefits	51,101	51,101	197,564	25.87%	-17.53%	(34,638)
Payroll Taxes	2,272	2,272	44,159	5.15%	3.19%	1,408
Office Supplies and Postage	469	469	9,905	4.73%	3.59%	356
Memberships	344	344	50,718	0.68%	7.66%	3,883
Utilities	19	19	1,492	1.27%	7.04%	105
Telephone	268	268	3,333	8.04%	0.30%	10
Water Conservation	70	70	5,600	1.25%	7.09%	397
Building & Grounds Maintenance	1,195	1,195	17,057	7.01%	1.32%	226
Parking Rentals	315	315	4,234	7.44%	0.90%	38
Directors Fees	350	350	7,900	4.43%	3.90%	308
Engineering Services	-	-	45,185	0.00%	8.33%	3,765
Accounting	1,250	1,250	32,795	3.81%	4.52%	1,483
Legal	2,675	2,675	15,400	17.37%	-9.04%	(1,392)
Billing	1,415	1,415	39,692	3.56%	4.77%	1,893
Communications	502	502	22,427	2.24%	6.10%	1,367
General Election	-	-	14,000	0.00%	8.34%	1,167
Insurance	8,371	8,371	59,240	14.13%	-5.80%	(3,434)
Bad Debts (Note 1)	-	-	1,000	0.00%	8.30%	83
Travel	-	-	14,726	0.00%	8.33%	1,227
Miscellaneous	423	423	14,502	2.92%	5.42%	786
Banking and Cr. Card Fees	2,538	2,538	59,848	4.24%	4.09%	2,449
Total Admin. and General Expenditures	111,397	111,397	1,142,098	9.75%	-1.42%	(16,222)
Depreciation Expense	22,643	22,643	275,093	8.23%	0.10%	281
Total Water Operating Expense	429,179	429,179	4,534,767	9.46%	-1.13%	(51,282)
Water Operating Income (Loss)	(47,589)	(47,589)	438,243	-10.86%	-19.19%	(84,110)
Water Non-operating Income (Expense):						
Property Taxes	28,041	28,041	487,900	5.75%	-2.59%	(12,617)
Investment Interest	10,052	10,052	52,949	18.98%	10.65%	5,640
Other	2,782	2,782	37,000	7.52%	-0.81%	(301)
Total Non-operating Income (Expense)	40,875	40,875	577,849	7.07%	-1.26%	(7,278)
Net Income (Loss)	\$ (6,714)	\$ (6,714)	\$ 1,016,092	-0.66%	-8.99%	(91,388)

Westborough Water District
Sewer Fund Schedule of Income and Expense - Budget to Actual
For the One Month Ended July 31, 2024

	July	Year to Date	2024-25 Budget	Percentage to Date	Percentage Variance	\$ Variance YTD Plan
Sanitary Sewer Operating Revenue:						
Sewer Svc. and Transfer Charges	\$ 281,435	\$ 281,435	\$ 3,376,361	8.34%	0.00%	\$ 72
Total Operating Revenue	281,435	281,435	3,376,361	8.34%	0.00%	72
Sanitary Sewer Operating Expense:						
Treatment & Disposal	225,513	225,513	2,706,161	8.33%	0.00%	-
Utilities	12,933	12,933	174,117	7.43%	0.91%	1,577
Repair of Pipelines	-	-	5,000	0.00%	8.34%	417
Repair of Pumps	-	-	21,000	0.00%	8.33%	1,750
Miscellaneous Sewer Expenses	-	-	12,437	0.00%	8.33%	1,036
Admin. and General Expenditure						
Salaries	6,800	6,800	98,263	6.92%	1.41%	1,389
Employee Benefits	11,235	11,235	40,273	27.90%	-19.56%	(7,879)
Payroll Taxes	1,206	1,206	9,586	12.58%	-4.25%	(407)
Office Supplies and Postage	201	201	4,246	4.73%	3.60%	153
Memberships	147	147	486	30.25%	-22.02%	(107)
Telephone	115	115	1,428	8.05%	0.28%	4
Water Conservation	30	30	2,400	1.25%	7.08%	170
Building & Grounds Maintenance	144	144	3,571	4.03%	4.31%	154
Parking Rentals	135	135	1,814	7.44%	0.88%	16
Directors Fees	350	350	4,400	7.95%	0.39%	17
Engineering Services	-	-	40,880	0.00%	8.33%	3,407
Accounting	1,250	1,250	32,795	3.81%	4.52%	1,483
Legal	2,675	2,675	15,400	17.37%	-9.04%	(1,392)
Billing	605	605	17,011	3.56%	4.78%	813
Communications	518	518	24,096	2.15%	6.18%	1,490
General Election	-	-	14,000	0.00%	8.34%	1,167
Insurance	1,713	1,713	59,241	2.89%	5.44%	3,224
Bad Debts (Note 1)	-	-	1,000	0.00%	8.30%	83
Miscellaneous	181	181	6,532	2.77%	5.56%	363
Banking and Cr. Card Fees	282	282	6,650	4.24%	4.08%	271
Total Admin. and General Expenditures	27,587	27,587	384,072	7.18%	1.15%	4,419
Depreciation Expense	5,583	5,583	66,179	8.44%	-0.10%	(68)
Total Sanitary Sewer Operating Expense	271,616	271,616	3,368,966	8.06%	0.27%	9,131
Sanitary Sewer Operating Income (Loss)	9,819	9,819	7,395	132.78%	124.45%	9,203
Sanitary Sewer Non-operating Income (Expense):						
Property Taxes	9,145	9,145	209,100	4.37%	-3.96%	(8,280)
Investment Interest	11,449	11,449	79,424	14.42%	6.08%	4,830
Total Non-operating Income (Expense)	20,594	20,594	288,524	7.14%	-1.20%	(3,450)
Net Income (Loss)	\$ 30,413	\$ 30,413	\$ 295,919	10.28%	1.94%	5,753

WESTBOROUGH WATER DISTRICT
INVESTMENT REPORT FOR PERIOD ENDING: SEPTEMBER 30, 2024

LOCAL AGENCY INVESTMENT FUND
MONTHLY ACTIVITY REPORT

<u>DATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>TRANSACTION BALANCE</u>
		Beginnning Balance	\$3,532,626.80
		No Transactions	\$3,532,626.80
		Ending Balance	\$3,532,626.80

Total Investments Last Report Period = \$3,532,626.80

Total Investments at End of Report Period = \$3,532,626.80

Effective Interest Rate: 4.575%
(as of 08/24)

Approved by:



Patricia Mairena
General Manager

PM/pm

The investments of the Westborough Water District as of this date are in compliance with the District's Statement of Investment Policy as adopted by the Board on February 8, 1996. The District has a sufficient cash position to meet its expenditure requirements for the next six months.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

October 04, 2024

[LAIF Home](#)
[PMIA Average Monthly](#)
[Yields](#)

WESTBOROUGH WATER DISTRICT

GENERAL MANAGER
P.O.BOX 2747
SOUTH SAN FRANCISCO, CA 94083-2747

[Tran Type Definitions](#)

Account Number: 90-41-004

September 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	3,532,626.80
Total Withdrawal:	0.00	Ending Balance:	3,532,626.80

WESTBOROUGH WATER DISTRICT
INVESTMENT REPORT FOR PERIOD ENDING: SEPTEMBER 30, 2024

MULTI-BANK SECURITIES, INC.
MONTHLY ACTIVITY REPORT

<u>DATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>TRANSACTION BALANCE</u>
Beginning Balance			\$140,830.80
09/30/24	\$ 2,550.75	Interest Earned	\$143,381.55
09/30/24	\$ 169.20	Change in Account Value	\$143,550.75
Ending Balance			\$143,550.75

Total Investments Last Report Period = \$140,830.80
Total Investments at End of Report Period = \$143,550.75

Effective Interest Rate: 3.550%
(to maturity - 09/30/24)

Approved by:



Patricia Mairena
General Manager

PM/pm

The investments of the Westborough Water District as of this date are in compliance with the District's Statement of Investment Policy as adopted by the Board on February 8, 1996. The District has a sufficient cash position to meet its expenditure requirements for the next six months.

September 1, 2024 - September 30, 2024
Account Number: RMB-023565

WESTBOROUGH WATER DISTRICT
PO BOX 2747
S SAN FRAN CA 94083-2747

Your Account Executive:
PAUL REHMUS
(800) 967-4513

Portfolio at a Glance

	This Period
BEGINNING ACCOUNT VALUE	\$140,830.80
Dividends, Interest and Other Income	2,550.75
Net Change in Portfolio¹	169.20
ENDING ACCOUNT VALUE	\$143,550.75

¹ Net Change in Portfolio is the difference between the ending account value and beginning account value after activity.

3.C.4

Asset Summary

Percent	Asset Type	Last Period	This Period
100%	Cash, Money Funds, and Bank Deposits	0.00	143,550.75
0%	Fixed Income	140,830.80	0.00
100%	Account Total	\$140,830.80	\$143,550.75

Please review your allocation periodically with your Account Executive.
Your Account is 100% invested in Cash, Money Funds, and Bank Deposits.

Client Service Information

Your Account Executive: MBP
PAUL REHMUS
MULTI-BANK SECURITIES
1000 TOWN CENTER, STE 2300
SOUTHFIELD MI 48075-1239

Contact Information
Business: (800) 967-4513
E-Mail: customerservice@mbssecurities.com

Client Service Information
Service Hours: Weekdays 09:00 a.m. - 05:00 p.m. (EST)
Client Service Telephone Number: (800) 967-9045
Web Site: WWW.MBSSECURITIES.COM

Your Account Information

INVESTMENT OBJECTIVE

Investment Objective: NONE SPECIFIED

Please discuss your investment objective with your Account Executive.

TAX LOT DEFAULT DISPOSITION METHOD

Default Method for Mutual Funds: First In First Out

Default Method for Stocks in a Dividend Reinvestment Plan: First In First Out

Default Method for all Other Securities: First In First Out

BOND AMORTIZATION ELECTIONS

Amortize premium on taxable bonds based on Constant Yield Method: Yes

Accrual market discount method for all other bond types: Constant Yield Method

Include market discount in income annually: No

ELECTRONIC DELIVERY

You have **not** enrolled any documents for electronic delivery. The following documents are available for electronic delivery:

Statements and Reports

Notifications

Tax Documents

Trade Confirmations

Prospectus

Proxy/Shareholder Communications

Please log in to your account or contact your Account Executive to make any changes to your electronic delivery preferences.

Income and Expense Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
Interest Income				
Bond Interest	2,550.75	0.00	5,046.64	0.00
Total Income	\$2,550.75	\$0.00	\$5,046.64	\$0.00

Portfolio Holdings

Description	Quantity	Opening Balance	Closing Balance	Accrued Income	30-Day Yield
CASH, MONEY FUNDS AND BANK DEPOSITS 100.00% of Portfolio					
Cash Balance		0.00	143,550.75		
TOTAL CASH, MONEY FUNDS AND BANK DEPOSITS		\$0.00	\$143,550.75	\$0.00	
			Market Value	Accrued Interest	
Total Portfolio Holdings			\$143,550.75	\$0.00	

September 1, 2024 - September 30, 2024
WESTBOROUGH WATER DISTRICT**Portfolio Holdings Disclosures****Pricing**

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the statement period. The market prices, unless otherwise noted, have been obtained from independent vendor services, which we believe to be reliable. In some cases the pricing vendor may provide prices quoted by a single broker or market maker. Market prices do not constitute a bid or an offer, and may differ from the actual sale price. Securities for which a price is not available are marked "N/A" and are omitted from the Total.

THE AS OF PRICE DATE ONLY APPEARS WHEN THE PRICE DATE DOES NOT EQUAL THE STATEMENT DATE.

Estimated Annual Figures

The estimated annual income (EAI) and estimated annual yield (EAY) figures are estimates and for informational purposes only. These figures are not considered to be a forecast or guarantee of future results. These figures are computed using information from providers believed to be reliable; however, no assurance can be made as to the accuracy. Since interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political, and business conditions, they should not be relied on for making investment, trading, or tax decisions. These figures assume that the position quantities, interest and dividend rates, and prices remain constant. A capital gain or return of principal may be included in the figures for certain securities, thereby overstating them. Refer to www.pershing.com/disclosures for specific details as to formulas used to calculate the figures. Accrued interest represents interest earned but not yet received.

3.C.6

Foreign Currency Transactions

Pershing will execute foreign currency transactions as principal for your account. Pershing may automatically convert foreign currency to or from U.S. dollars for dividends and similar corporate action transactions unless you instruct your financial organization otherwise. Pershing's currency conversion rate will not exceed the highest interbank conversion rate identified from customary banking sources on the conversion date or the prior business day, increased by up to 1%, unless a particular rate is required by applicable law. Your financial organization may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge, or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

Proxy Vote

Securities not fully paid for in your margin account may be lent by Pershing to itself or others in accordance with the terms outlined in the Margin Agreement. The right to vote your shares held on margin may be reduced by the amount of shares on loan. The Proxy Voting Instruction Form sent to you may reflect a smaller number of shares entitled to vote than the number of shares in your margin account.

Variable Rate Securities

Interest rate data for certain complex and/or variable rate securities is provided to Pershing by third-party data service providers pursuant to contractual arrangements. Although we seek to use reliable sources of information, the accuracy, reliability, timeliness, and completeness of interest rate data may vary sometimes, particularly for complex and/or variable rate securities and those with limited or no secondary market. As a result, we can offer no assurance as to the accuracy, reliability, timeliness, or completeness of interest rate data for such securities. Pershing may also occasionally make interest rate updates and adjustments based on its reasonable efforts to obtain accurate, reliable, timely, and/or complete interest rate data from other data sources, but we can similarly provide no assurance that those rates or adjustments will be accurate, reliable, timely, or complete.

When updated interest rate data is received from a third-party data service provider or adjusted by Pershing, the updated data will be reflected in various sources where interest rate data is used or viewed, including both paper and electronic communications and data sources. Prior use or communication of interest rate-related data will not be revised. Since variable interest rates may be subject to change at any time and are only as accurate as the data received from third-party data service providers or otherwise obtained by Pershing, interest rate data should not be relied on for making investment, trading, or tax decisions. All interest rate data and other information derived from and/or calculated using interest rates are not warranted as to accuracy, reliability, timeliness, or completeness and are subject to change without notice. Pershing disclaims any responsibility or liability to the fullest extent permitted by applicable law for any loss or damage arising from any reliance on or use of the interest rate data or other information derived from and/or calculated using

Portfolio Holdings Disclosures (continued)

Variable Rate Securities (continued)

interest rates in any way. You should request a current valuation for your securities from your financial adviser or broker prior to making a financial decision or placing an order or requesting a transaction in these securities.

Structured Products

Structured products in this section are complex products and may be subject to special risks, which may include, but are not limited to: loss of initial investment; issuer credit risk; limited or no appreciation; risks associated with the underlying reference asset(s); no periodic payments; call prior to maturity (a redemption could affect the yield represented); early redemption fees or other applicable fees; price volatility resulting from issuer's and/or guarantor's credit quality; lower interest rates and/or yield compared to conventional debt with a comparable maturity; unique tax implications; concentration risk of owning the related security; limited or no secondary market; restrictions on transferability; conflicts of interest; and limits on participation in appreciation of underlying asset(s). To review a complete list of risks, please refer to the offering documents for the structured product. For more information about the risks specific to your structured products, you should contact your financial institution or advisor. Certain structured products are designed to make periodic distributions to you and any such structured product distributions you receive will be listed in the Transactions section of your statement. Structured product distributions may be listed there as "Bond Interest Received"; however, this description is not intended to reflect a determination as to either the asset classification of the product or the U.S. tax treatment of such distributions.

Activity Summary (All amounts shown are in base currency)

3.C.7

	Credits This Period	Debits This Period	Net This Period	Credits Year-to-Date	Debits Year-to-Date	Net Year-to-Date
Dividends and Interest	\$2,550.75	\$0.00	\$2,550.75	\$5,046.64	\$0.00	\$5,046.64
Distributions	\$141,000.00	\$0.00	\$141,000.00	\$141,000.00	\$0.00	\$141,000.00
Cash						
Withdrawals	0.00	0.00	0.00	0.00	-2,495.89	-2,495.89
Total Cash	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,495.89	-\$2,495.89
Totals	\$143,550.75	\$0.00	\$143,550.75	\$146,046.64	-\$2,495.89	\$143,550.75

Transactions by Type of Activity

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
Dividends and Interest							
09/30/24	BOND INTEREST RECEIVED 814010CV4	141000 SECURITY BK & TR CO PARIS TENN CTF DEP 3.550% 09/30/24 B/E DTD 09/28/22 RD 09/27 PD 09/30/24				2,550.75	USD
Total Dividends and Interest					\$0.00	\$2,550.75	USD

September 1, 2024 - September 30, 2024
WESTBOROUGH WATER DISTRICT

Transactions by Type of Activity (continued)

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
Distributions							
09/30/24	SECURITY REDEEMED 814010CV4	SECURITY BK & TR CO PARIS TENN CTF DEP 3.550% 09/30/24 B/E DTD 09/28/22 ACCOUNT REDEMPTION	-141,000.0000			141,000.00	USD
Total Distributions					\$0.00	\$141,000.00	USD
Total Value of Transactions					\$0.00	\$143,550.75	USD

The price and quantity displayed may have been rounded.

Messages

3.C.8

Pursuant to the Securities Exchange Act of 1934, Pershing LLC (Pershing), a BNY Mellon company, provides individual investors with certain financial information on a semi-annual basis. Pershing's June Statement of Financial Condition is now available. On June 30, 2024, Pershing's net capital of \$2.6 billion was 17.09% of aggregate debit balances and exceeded the minimum requirements by \$2.3 billion.

Pershing is also required to provide the most recent financial information as of this statement mailing. In accordance with this requirement, note that on July 31, 2024, Pershing's net capital of \$2.6 billion was 17.18% of aggregate debit balances and exceeded the minimum requirement by \$2.3 billion. A copy of the June 30, 2024, Statement of Financial Condition is available at www.pershing.com/us/en/statement-of-financial-condition.html. You may also request a free, printed copy by calling (888)860-8510 or (201) 413-3333, option 1.

The Estimated Annual Income, Estimated Yield and Accrued Interest columns in your Portfolio Holdings section will not display values for variable rate securities. The optional Estimated Annual Income and Accrued Interest fields in the Portfolio at a Glance section of your statement will not include values for these securities.

Although a money market mutual fund (money fund) seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money fund. Shares of a money fund or the balance of a bank deposit product held in your brokerage account may be liquidated upon request with the proceeds credited to your brokerage account. Please see the money fund's prospectus or the bank deposit product's disclosure document or contact your advisor for additional information. Pursuant to SEC Rule 10b-10(b)(1) confirmations are not sent for purchases into money funds processed on the sweep platform. Pursuant to applicable regulation, account statements will be produced monthly or quarterly. Balances in Federal Deposit Insurance Corporation (FDIC)-insured bank deposit sweep products are not protected by Securities Investor Protection Corporation (SIPC).

Go Paperless by Selecting eDelivery

Eliminate paper and save natural resources with digital adoption. Electronic delivery (eDelivery) is faster, convenient and more secure. We offer eDelivery for account statements,

Messages (continued)

prospectus documents, proxy or shareholder communications, tax documents, trade confirmations and more.

To enroll, log in to your brokerage account and look for the one-click eDelivery pop-up or simply select 'Go Paperless' at the top of any page and follow the on-screen prompts to set-up your preferences. Enrollment can be activated as quickly as the day you register, and you will be notified when documents are available in an online, password-protected portal.

Contact your financial professional if you have any questions about any of our digital tools.

Important Information and Disclosures

The Role of Pershing

- **Pershing LLC, member FINRA, NYSE, carries your account as clearing broker pursuant to a clearing agreement with your financial institution.** Pershing is not responsible or liable for any acts or omissions of your financial institution or its employees and it does not supervise them. Pershing provides no investment advice nor does it assess the suitability of any transaction or order. Pershing acts as the agent of your financial institution and you agree that you will not hold Pershing or any person controlling or under common control with it liable for any investment losses incurred by you.
- Pershing performs several key functions at the direction of your financial institution. It acts as custodian for funds and securities you may deposit with it directly or through your financial institution or that it receives as the result of securities transactions it processes.
- Your financial institution is responsible for adherence to the securities laws, regulations and rules which apply to it regarding its own operations and the supervision of your account, its sales representatives and other personnel. Your financial institution is also responsible for approving the opening of accounts and obtaining account documents; the acceptance and, in certain instances, execution of securities orders; the assessment of the suitability of those transactions, where applicable; the rendering of investment advice, if any, to you and in general, for the ongoing relationship that it has with you.
- Inquiries concerning the positions and balances in your account may be directed to the **Pershing Customer Service Department at (201) 413-3333**. All other inquiries regarding your account or activity should be directed to your financial institution. Your financial organization's contact information can be found on the first page of this statement.
- For a description of other functions performed by Pershing please consult the Disclosure Statement provided to you upon the opening of your account. This notice is not meant as a definitive enumeration of every possible circumstance, but as a general disclosure. If you have any questions regarding this notice or if you would like additional copies of the Disclosure Statement, please contact your financial institution.
- Pershing is a member of the Securities Investor Protection Corporation (SIPC®). Please note that SIPC does not protect against loss due to market fluctuation. In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits. For more detailed information please visit: www.pershing.com/about/strength-and-stability.
- This statement will be deemed conclusive. You are advised to report any inaccuracy or discrepancy (including unauthorized trading) promptly, but no later than ten days after receipt of this statement, to your financial organization and Pershing. Please be advised that any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act.
- Your financial organization's contact information can be found on the first page of this statement. Pershing's contact information is as follows: **Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330**. Errors and Omissions excepted.

Important Arbitration Disclosures

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

September 1, 2024 - September 30, 2024
WESTBOROUGH WATER DISTRICT

Important Information and Disclosures *(continued)*

Important Arbitration Agreement

Any controversy between you and Pershing LLC shall be submitted to arbitration before the Financial Industry Regulatory Authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until; (I) the class certification is denied; (II) the class is decertified; or (III) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The laws of the State of New York govern.

Pershing's contact information is as follows: Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330.

3.C.10

TERMS AND CONDITIONS

TRANSACTIONS

- ALL ORDERS AND TRANSACTIONS SHALL BE SOLELY FOR YOUR ACCOUNT AND RISK SHALL BE SUBJECT TO THE CONSTITUTION, RULES, REGULATIONS, CUSTOMS, USAGES, RULINGS AND INTERPRETATIONS OF THE EXCHANGE OR MARKET AND THE CLEARING FACILITY, IF ANY, WHERE THE TRANSACTIONS ARE EXECUTED AND/OR SETTLED, OR IF APPLICABLE, OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY AND TO ALL APPLICABLE LAWS AND REGULATIONS.
- TITLE TO SECURITIES SOLD TO YOU, WHERE PERSHING HAS ACTED AS PRINCIPAL, SHALL REMAIN WITH PERSHING UNTIL THE ENTIRE PURCHASE PRICE IS RECEIVED OR UNTIL THE SETTLEMENT DATE, WHICHEVER IS LATER.
- YOU MAY HAVE RECEIVED CONFIRMATIONS FOR TRANSACTIONS WHICH DO NOT APPEAR ON YOUR STATEMENT. IF SO, THE TRANSACTIONS WILL APPEAR ON YOUR NEXT PERIODIC STATEMENT. SUCH TRANSACTIONS MUST BE CONSIDERED BY YOU WHEN COMPUTING THE VALUE OF YOUR ACCOUNT. THIS IS ESPECIALLY TRUE IF YOU HAVE WRITTEN OPTIONS WHICH HAVE BEEN EXERCISED.

FREE CREDIT BALANCES: ANY FREE CREDIT BALANCE CARRIED FOR YOUR ACCOUNT REPRESENTS FUNDS PAYABLE UPON DEMAND WHICH, ALTHOUGH PROPERLY ACCOUNTED FOR ON PERSHING'S BOOKS OF RECORD, ARE NOT SEGREGATED AND MAY BE USED IN THE CONDUCT OF ITS BUSINESS.

DEBIT BALANCES: INTEREST CHARGED ON DEBIT BALANCES IN YOUR ACCOUNT APPEARS ON THE STATEMENT. THE RATE OF INTEREST AND PERIOD COVERED ARE INDICATED. THE RATE MAY CHANGE FROM TIME TO TIME DUE TO FLUCTUATIONS IN MONEY RATES OR OTHER REASONS. INTEREST IS COMPUTED AS DESCRIBED IN MATERIAL PREVIOUSLY FURNISHED TO YOU. PLEASE CONTACT YOUR FINANCIAL INSTITUTION IF YOU DESIRE ADDITIONAL COPIES.

MARGIN INFORMATION: IF YOU MAINTAIN A MARGIN ACCOUNT, THIS IS A COMBINED STATEMENT OF YOUR GENERAL ACCOUNT AND A SPECIAL MEMORANDUM ACCOUNT MAINTAINED FOR YOU UNDER REGULATION T OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM. THE PERMANENT RECORD OF THE SEPARATE ACCOUNT AS REQUIRED BY REGULATION T IS AVAILABLE FOR YOUR INSPECTION UPON REQUEST.

TAX INFORMATION

- AFTER YEAR END, PERSHING IS REQUIRED TO PROVIDE TAX INFORMATION TO THE INTERNAL REVENUE SERVICE AND OTHER GOVERNMENTAL AUTHORITIES. AT THAT TIME PERSHING WILL PROVIDE THAT INFORMATION ON THE ANNUAL TAX INFORMATION STATEMENT TO YOU; USE THAT STATEMENT TO PREPARE YOUR TAX FILINGS. THE TAX STATEMENT ALSO INCLUDES OTHER USEFUL INFORMATION TO ASSIST IN ACCUMULATING THE DATA TO PREPARE YOUR TAX RETURNS.
- DIVIDENDS, INTEREST AND OTHER DISTRIBUTIONS SHOWN ON THIS STATEMENT WERE CLASSIFIED AS TAXABLE OR NONTAXABLE BASED ON CERTAIN INFORMATION KNOWN AS OF THE DISTRIBUTION DATE. THIS CLASSIFICATION IS SUBJECT TO CHANGE AND IS SOLELY INTENDED FOR USE AS GENERAL INFORMATION.
- PERSHING DOES NOT PROVIDE TAX, INVESTMENT OR LEGAL ADVISORY SERVICES AND NO ONE ASSOCIATED WITH PERSHING IS AUTHORIZED TO RENDER SUCH ADVICE. DO NOT RELY UPON ANY SUCH ADVICE, IF GIVEN. INVESTORS ARE ENCOURAGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE APPROPRIATE TAX TREATMENT OF THEIR BUSINESS.

GENERAL INFORMATION

- WHENEVER YOU ARE INDEBTED TO PERSHING LLC ("PERSHING") FOR ANY AMOUNT, ALL SECURITIES HELD BY IT FOR YOU IN ANY ACCOUNT IN WHICH YOU HAVE ANY INTEREST SHALL SECURE ALL YOUR LIABILITIES TO PERSHING, AND PERSHING MAY IN ITS DISCRETION AT ANY TIME, WITHOUT TENDER, DEMAND OR NOTICE TO YOU, CLOSE OR REDUCE ANY OR ALL OF YOUR ACCOUNTS BY PUBLIC OR PRIVATE SALE OR PURCHASE OR BOTH OF ALL OR ANY SECURITIES CARRIED IN SUCH ACCOUNTS; ANY BALANCE REMAINING DUE PERSHING TO BE PROMPTLY PAID BY YOU.
- WHENEVER YOU ARE INDEBTED TO PERSHING FOR ANY AMOUNT, ALL SECURITIES CARRIED FOR YOUR ACCOUNT ARE OR MAY BE, WITHOUT FURTHER NOTICE TO YOU, LOANED OR PLEDGED BY PERSHING, EITHER SEPARATELY OR UNDER CIRCUMSTANCES WHICH WILL PERMIT THE COMMINGLING THEREOF,

WITH OTHER SECURITIES FOR ANY AMOUNT LESS THAN, EQUAL TO OR GREATER THAN YOUR LIABILITIES TO PERSHING, BUT NOT UNDER CIRCUMSTANCES FOR AN AMOUNT PROHIBITED BY LAW.

- PERSHING MAY TRADE FOR ITS OWN ACCOUNT AS A MARKET MAKER, SPECIALIST, ODD LOT DEALER, BLOCK POSITIONER, ARBITRAGEUR OR INVESTOR. CONSEQUENTLY, AT THE TIME OF ANY TRANSACTION YOU MAY MAKE, PERSHING MAY HAVE A POSITION IN SUCH SECURITIES, WHICH POSITION MAY BE PARTIALLY OR COMPLETELY HEDGED.
- IF AVERAGE PRICE TRANSACTION IS INDICATED ON THE FRONT OF THIS STATEMENT YOUR FINANCIAL INSTITUTION OR PERSHING MAY HAVE ACTED AS PRINCIPAL, AGENT OR BOTH. DETAILS AVAILABLE UPON REQUEST.
- A FINANCIAL STATEMENT OF PERSHING IS AVAILABLE FOR YOUR PERSONAL INSPECTION AT PERSHING'S OFFICES. A COPY OF IT WILL BE MAILED UPON YOUR WRITTEN REQUEST OR YOU CAN VIEW IT ONLINE AT WWW.PERSHING.COM.
- FOR BUSINESS CONTINUITY AND ADDITIONAL DISCLOSURES: WWW.PERSHING.COM/us/en/disclosures.html
- THIS STATEMENT SHOULD BE RETAINED FOR YOUR RECORDS.

PAYMENT FOR ORDER FLOW AND ORDER ROUTING POLICY DISCLOSURES (REGULATION NMS - RULE 607 (A) (1) - (2))

PERSHING SENDS EQUITY AND OPTION ORDERS TO EXCHANGES, OR BROKER-DEALERS AS MARKET MAKERS OR AUTOMATED TRADING SYSTEMS (ATSS). CERTAIN OF THESE VENUES PROVIDE PAYMENTS TO PERSHING OR CHARGE ACCESS FEES TO PERSHING DEPENDING UPON THE CHARACTERISTICS OF THE ORDER AND ANY SUBSEQUENT EXECUTION. THE DETAILS OF THESE PAYMENTS AND FEES ARE AVAILABLE UPON WRITTEN REQUEST. COMPENSATION IS GENERALLY IN THE FORM OF A PER SHARE OR PER OPTION CONTRACT CASH PAYMENT. IN ADDITION, PERSHING EXECUTES CERTAIN TRANSACTIONS IN EQUITY PREFERRED SECURITIES AND FRACTIONAL SHARES AS PRINCIPAL. PERSHING ALSO ROUTES CERTAIN EQUITY ORDERS TO ITS AFFILIATE, BNY MELLON CAPITAL MARKETS, LLC, FOR EXECUTION AS PRINCIPAL.

BEST EXECUTION: NOTWITHSTANDING THE PREVIOUS PARAGRAPH REGARDING PAYMENT FOR ORDER FLOW, PERSHING SELECTS CERTAIN MARKET CENTERS TO PROVIDE EXECUTION OF OVER-THE-COUNTER AND EXCHANGE-LISTED SECURITIES TRANSACTIONS WHICH AGREE TO ACCEPT ORDERS, TRANSMITTED ELECTRONICALLY UP TO A SPECIFIED SIZE, AND TO EXECUTE THEM AT OR BETTER THAN THE NATIONAL BEST BID OR OFFER (NBBO). IN CERTAIN SECURITIES THAT ARE NOT ELECTRONICALLY QUOTED, PERSHING DIRECTLY CONTACTS MARKET CENTERS TO OBTAIN AN EXECUTION. THE DESIGNATED MARKET CENTERS TO WHICH ORDERS ARE AUTOMATICALLY ROUTED ARE SELECTED BASED ON THE CONSISTENT HIGH QUALITY OF THEIR EXECUTIONS AND THEIR ABILITY TO PROVIDE OPPORTUNITIES FOR EXECUTIONS AT PRICES SUPERIOR TO THE NBBO. PERSHING ALSO REGULARLY REVIEWS REPORTS FOR QUALITY OF EXECUTION PURPOSES.

IF ANY OF THE ABOVE TERMS AND CONDITIONS ARE UNACCEPTABLE TO YOU, PLEASE NOTIFY PERSHING IMMEDIATELY IN WRITING BY CERTIFIED MAIL TO ONE PERSHING PLAZA, JERSEY CITY, NJ 07399, ATTN: LEGAL DEPT

CLAIMS REGISTER: SEPTEMBER 2024

1. GENERAL ACCOUNT FUND:

Total from Cash Disbursements \$ 64,094.44

Checks Issued During Month:

ACWA-JPIA (Health Benefits & Ins.-10/24)	14,248.67
Aqua-Metric Sales (Omni Meters 1" & 2" and Command Link)	4,202.59
AT&T Mobility (Field & Office Cell Phones, 08/03-09/02)	483.58
AT&T (P.S. Phone Bill to 09/01/24)	847.53
Bay Alarm (Office Burglar & Fire Alarm Monitoring, 10/01/24-12/31/24)	421.11
CalPERS (Retirement Contributions-09/15/24)	6,825.92
CalPERS (Retirement Contributions-09/30/24)	6,825.90
Colina Association (Three Parking Spaces Rental, 10/24)	450.00
Corbin Willits Systems (Software Maintenance, 10/24-12/24)	2,935.17
Core & Main (Repair Parts for Wexford Av & (4) 1 1/2" Coupling)	1,982.10
Direct Line (Answering Service, 08/15-09/14)	261.92
EFTPS (Employment Taxes-09/15/24)	10,595.21
EFTPS (Employment Taxes-09/30/24)	10,976.77
EDD (Employment Taxes-09/15/24)	2,824.38
EDD (Employment Taxes-09/30/24)	2,916.34
Hach (Chemkey - Chlorine, Nitrite & Ammonia)	393.62
Hanson Bridgett LLP (Special Legal Services & Monthly Retainer-08/24)	3,140.00
Home Depot Credit Services (Field Supplies to 09/13/24)	153.39
Lowe's Business (Field Supplies to 09/17/24)	298.90
Mairena, Patricia (GM Mairena's Internet Services, 08/27-09/26 & & 08/24 Gym Membership)	84.99
McCampbell Analytical, Inc. (Analytical Services, 09/24)	480.00
MRC (Xerox Copier Maintenance Agreement, 08/19-09/18)	33.37
Office Depot (Office and Breakroom Supplies & Toners)	937.43
PG&E (Summary Bill to 09/19/24)	29,192.70
SMC Environmental Health (Westborough, Rowntree & Avalon Sewer P.S. Generator Permits)	1,476.00
SF Water Dept. (Water Purchases, 08/07-09/06)	185,857.01
SFPUC Financial Serv. - Acctg. (Bacteria Analyses, 07/24 & 08/24)	900.00
So. SF Scavengers (Garbage Services, 08/24)	122.40
Telstar Instruments, Inc. (Service at Main Office New Regulator)	2,260.41
Tri Counties Bank (Monthly Charges Ending 08/31/24)	1,924.04
USA Bluebook (Field Supplies & Tools)	313.01
WEX Bank (Wright Express-Gas Purchases to 09/15/24)	1,333.41
XIO, Inc. (Sales Tax for Cloud-Based Monitoring Cell Access, 09/2024-08/2025)	8,748.00

SUB-TOTAL \$ 368,540.31

Updated Checks Voided During Month:

	-
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TOTAL CLAIMS REGISTER AMOUNT \$ 368,540.31

REPORT.: Oct 07 24 Monday
 RUN....: Oct 07 24 Time: 11:35
 Run By.: Wendy Bellinger
 Control Date.: 10/07/24

WESTBOROUGH WATER DISTRICT
 Accounts Payable Cash Requirements

PAGE: 001
 ID #: PY-RP
 CTL.: 000

Posting Period.: 10-24 Fiscal Period...: (04-25) Cash Account No...: 13110

VENDOR I.D.: AMU01 (AMUZIE, DON)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
090124-	DIRECTOR AMUZIE'S INTERNET SERVICE, 09/10-10/09	09/01/24	10-24	A	59450	65.00	.00	65.00
		09/01/24	04-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: ARA01 (VESTIS)

26657785-	FILED UNIFORMS	09/13/24	10-24	A	59450	150.05	.00	150.05
		09/13/24	04-25					
** Vendor's Subtotal ----->						150.05	.00	150.05

VENDOR I.D.: BAU02 (BAUTISTA, PERRY H.)

092224-	DIRECTOR BAUTISTA'S INTERNET SERVICE, 10/24	09/22/24	10-24	A	59450	65.00	.00	65.00
		09/22/24	04-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: CAS01 (PETTY CASH)

093024-	MISC EXPENSES, 09/24	09/30/24	10-24	A	59450	44.25	.00	44.25
		09/30/24	04-25					
** Vendor's Subtotal ----->						44.25	.00	44.25

VENDOR I.D.: CHA04 (CHAMBERS, TOM)

091124-	DIRECTOR CHAMBERS' INTERNET SERVICE, 09/16-10/15	09/11/24	10-24	A	59450	65.00	.00	65.00
		09/11/24	04-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: COL02 (COLLECTION BUREAU OF)

20668-1-	SHARE OF PAYMENT RECEIVED FOR ACCT NO SIL0004	07/31/24	10-24	A	59450	267.18	.00	267.18
		07/31/24	04-25					
** Vendor's Subtotal ----->						267.18	.00	267.18

VENDOR I.D.: HO 02 (HO, CLARA)

091624-	ONE WWD WASHING MACHINE REBATE FOR ACCT NO HO 0071	09/16/24	10-24	A	59450	100.00	.00	100.00
		09/16/24	04-25					
** Vendor's Subtotal ----->						100.00	.00	100.00

VENDOR I.D.: MED01 (MEDINA, JANET)

090124-	DIRECTOR MEDINA'S INTERNET SERVICE, 09/10-10/09	09/01/24	10-24	A	59450	65.00	.00	65.00
		09/01/24	04-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: NOR02 (NORLAB, INC.)

89131-	TOILET DYE STRIPS	09/23/24	10-24	A	59450	323.00	.00	323.00
		09/23/24	04-25					
** Vendor's Subtotal ----->						323.00	.00	323.00

VENDOR I.D.: PAK01 (PAKPOUR CONSULTING GROUP, INC.)

REPORT: OCT 07 24 Monday
 RUN....: Oct 07 24 Time: 11:35
 Run By.: Wendy Bellinger
 Control Date.: 10/07/24

WESTBOROUGH WATER DISTRICT
 Accounts Payable Cash Requirements

PAGE: 002
 ID #: PY-RP
 CTL: 000

Posting Period.: 10-24 Fiscal Period.: (04-25) Cash Account No.: 13110

VENDOR I.D.: PAK01 (PAKPOUR CONSULTING GROUP, INC.)

Invoice No	Description	Invoice Date	Actual Period	G/L Tm	Account #	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal					
4539-	ENGINEERING SERVICES, 08/24	09/03/24	10-24	A	59450	1063.13	.00	1063.13
		09/03/24	04-25					
4563-	ENGINEERING SERVICES, 09/24	10/02/24	10-24	A	59450	2900.38	.00	2900.38
		10/02/24	04-25					
** Vendor's Subtotal ----->						3963.51	.00	3963.51

VENDOR I.D.: PRE01 (PRECISE PRINTING AND MAILING)

2927B-	PRINTING & MAILING OF 09/15 BILLS & INSERT	09/16/24	10-24	A	59450	1486.20	.00	1486.20
		09/16/24	04-25					
** Vendor's Subtotal ----->						1486.20	.00	1486.20

VENDOR I.D.: RIC03 (RICHARDS, JULIE L)

083124-	DIRECTOR RICHARDS' INTERNET SERVICE, 09/24	08/31/24	10-24	A	59450	65.00	.00	65.00
		08/31/24	04-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: SEL01 (SELERUM, INC.)

59046-	GEOFILTER/FIREWALL ERROR	08/30/24	10-24	A	59450	259.90	.00	259.90
		08/30/24	04-25					
59136-	MOM SERVER DOWN	09/13/24	10-24	A	59450	287.50	.00	287.50
		09/13/24	04-25					
59261-	FIND FILE PATH FOR MISSING DOCUMENT	10/03/24	10-24	A	59450	39.10	.00	39.10
		10/03/24	04-25					
** Vendor's Subtotal ----->						586.50	.00	586.50

VENDOR I.D.: WES02 (W.W.D. PAYROLL ACCOUNT)

093024-	PAYROLL TRANSFER, 09/24	09/30/24	10-24	A	59450	55641.92	.00	55641.92
		09/30/24	04-25					
** Vendor's Subtotal ----->						55641.92	.00	55641.92

VENDOR I.D.: \B014 (ESTATE OF AKI BACCUS)

000C40901-	MQ CUSTOMER REFUND FOR BAC0001	10/01/24	10-24	Z	59450	523.95	.00	523.95
		10/01/24	04-25					
** Vendor's Subtotal ----->						523.95	.00	523.95

VENDOR I.D.: \C014 (VINCE CHEUNG)

000C40901-	MQ CUSTOMER REFUND FOR CHE0214	10/01/24	10-24	Z	59450	129.94	.00	129.94
		10/01/24	04-25					
** Vendor's Subtotal ----->						129.94	.00	129.94

VENDOR I.D.: \C015 (GILBERT CONCEPCION)

000C40901-	MQ CUSTOMER REFUND FOR CON0088	10/01/24	10-24	Z	59450	54.07	.00	54.07
		10/01/24	04-25					
** Vendor's Subtotal ----->						54.07	.00	54.07

VENDOR I.D.: \F007 (VERONICA FERNANDEZ)

000C40901-	MQ CUSTOMER REFUND FOR FER0057	10/01/24	10-24	Z	59450	110.34	.00	110.34
		10/01/24	04-25					
** Vendor's Subtotal ----->						110.34	.00	110.34

VENDOR I.D.: \H011 (LILLIAN HSUEH HAMMED MILLIGAN)

Invoice No	Description	Invoice Date	Actual Period	G/L Account #	Discount	Gross Amount	Discount Amount	Net Amount
000C40901-	MQ CUSTOMER REFUND FOR HAM0016	10/01/24	10-24	Z	59450	108.14	.00	108.14
		10/01/24	04-25					
** Vendor's Subtotal ----->						108.14	.00	108.14

VENDOR I.D.: \W012 (HAIPING WANG)

000C40901-	MQ CUSTOMER REFUND FOR WAN0064	10/01/24	10-24	Z	59450	108.86	.00	108.86
		10/01/24	04-25					
** Vendor's Subtotal ----->						108.86	.00	108.86

VENDOR I.D.: \W016 (TAYLOR WHITE)

000C40901-	MQ CUSTOMER REFUND FOR WHI0017	10/01/24	10-24	Z	59450	53.51	.00	53.51
		10/01/24	04-25					
** Vendor's Subtotal ----->						53.51	.00	53.51

VENDOR I.D.: \Y007 (JEFFREY YU)

000C40901-	MQ CUSTOMER REFUND FOR YU 0063	10/01/24	10-24	Z	59450	118.02	.00	118.02
		10/01/24	04-25					
** Vendor's Subtotal ----->						118.02	.00	118.02

** Report's Total -----> 64094.44 .00 64094.44
=====

** Total Vendors On This Report -----> 22
=====

** Total Vendors Needing Checks -----> 22
=====

Code	Title
A	IMMEDIATE



YOUR BEST PROTECTION



September 26, 2024

ACWA JPIA

P.O. Box 619082
Roseville, CA
95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

Core Values

- People
- Service
- Integrity
- Innovation

Westborough Water District
P.O. Box 2747
So. San Francisco, CA 940832747

Re: Member - Westborough Water District
Type of Loss - Property
D/Loss - 02/05/2024
Claim No. - 24-0795

Dear Patricia Mairena:

Enclosed is a check for \$ 77,468.88 made payable to the Westborough Water District. This check represents the damages to the Rowntree Lift Station. This amount reflects the following:

Repair cost	\$79,968.88
Deductible-	<\$2,500>
PAID BY JPIA-	\$77,468.88

If you have any questions, please call me at 800.535.7899 Ext. 3164.

Sincerely,

Paula Christy
Sr. Claims Adjuster
pchristy@acwajpia.com

Enclosure

STATEMENT OF LOSS

Insured: Westborough Water District
 2201 Gellert Blvd.,
 South San Francisco, CA 94080
 Date of Loss: February 5, 2024
 Our File Number: 4417176
 Policy No. MOPC-070123
 Claim No. 24-0795

<i>RCV Claim</i>	<i>Depreciation</i>	<i>ACV Claim</i>
------------------	---------------------	------------------

Property Involved: Building & Fixed Equipment

Loss as Determined:***Item I - Building:***

TelStar #120280 - Initial troubleshoot call	\$ 16,008.46	\$ 16,008.46
TelStar # 120355 - Diagnose damaged instruments	\$ 2,095.00	\$ 2,095.00
TelStar # 120691 - Parts & Labor - Level Probes	\$ 9,465.50	\$ 9,465.50
TelStar # 120817 - Pump failure recall visit	\$ 6,469.21	\$ 6,469.21
TelStar # 121380 Ultrasonic Transmitter	\$ 6,748.71	\$ 6,748.71
TelStar # 121690 - High level float switch	\$ 1,682.00	\$ 1,682.00
Stronger Building Services - Roof Replacement	\$ 35,625.00	\$ 35,625.00
Stronger Building Services - Retention	\$ 1,875.00	\$ 1,875.00
Less Deductible:	\$ (2,500.00)	\$ (2,500.00)
Partial Payments #1		\$ -
Value Loss Claim	\$ 77,468.88	\$ 77,468.88

Claim Summary-Replacement Cost

Item I - Building & Fixed Equipment	\$ 79,968.88
Item II - Business Personal Property	\$ -
Item III	\$ -
Replacement Cost Loss	\$ 79,968.88
Less: Deductible	\$ (2,500.00)
Partial Payment #1	\$ -
Established Replacement Cost Claim	\$ 77,468.88

Claim Summary-Actual Cash Value

Item I - Building & Fixed Equipment	\$ 79,968.88
Item II - Business Personal Property	\$ -
Item III	\$ -
Replacement Cost Loss	\$ 79,968.88
Less Depreciation:: Repaired N/A	
Actual Cash Value Loss	\$ 79,968.88
Less: Deductible	\$ (2,500.00)
Partial Payment #1	\$ -
Established Actual Cash Value Claim	\$ 77,468.88

Payee: Westborough Water District
Injury Date: 02/05/2024
Company Name: ASSOCIATION OF
Member: Westborough Water
Claim Number: 24-0795
Claimant Name: Westborough Water District
For:

Examiner: PCHRISTY

IRS/SSN:
Check Number: 257076
Check Total: 77,468.88
Check Date: 10/01/2024
Invoice:
Description: Property - District

From: Through:

Document Number:
Received Date:
Reviewed Date:

Bill Type:
Primary ICD-9:
PPO Name:

Pharmacy Number:

DRG Code:



Westborough Water District
P.O. Box 2747
So. San Francisco, CA 94083-2747

ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY
P.O. Box 619082, Roseville, CA 95661-9082

CALIFORNIA BANK & TRUST
SACRAMENTO MAIN OFFICE
1331 BROADWAY
SACRAMENTO, CA 95818

CHECK NO. 257076

11-204
1210

DATE
10/01/2024

AMOUNT
\$*****77,468.88

PAY Seventy Seven Thousand Four Hundred Sixty Eight Dollars And 88/100

TO THE ORDER OF Westborough Water District
P.O. Box 2747
So. San Francisco, CA 94083-2747

5.A.3

A handwritten signature in black ink, appearing to read "David de Bernardi".

AUTHORIZED SIGNATURES
Void after Six Months

DO NOT CASH IF "ORIGINAL DOCUMENT" DOES NOT APPEAR ON BACK

Task Order No. 24-25-01
Skyline Tank No. 2 Improvements
Pakpour Consulting Group, Inc.

1. PURPOSE

The purpose of this task order is to authorize and direct ENGINEER to proceed with the work specified in item 2 of this task order, in accordance with the provisions of Section 2 of the AGREEMENT between the parties hereto dated August 11, 2021.

2. SCOPE OF WORK

The work authorized by this task order is described in attached Exhibit A, dated October 2, 2024.

3. TIME OF PERFORMANCE

The work authorized by this task order shall commence upon execution by both parties and shall be prosecuted diligently to completion.

4. COMPENSATION AND PAYMENT

Compensation shall be on a specific rate of compensation basis as provided in Section 4 of the AGREEMENT. The cost of the work authorized by this task order shall not exceed \$233,519.00. Payment shall be in accordance with Section 5 of the aforementioned AGREEMENT.

Previous Task Orders:	\$0.00
This Task Order:	<u>\$233,519.00</u>
Total:	\$233,519.00

5. TERM

This task order shall become effective immediately upon its execution by both parties and shall be valid for the duration of the project.

6. ITEMS AND CONDITIONS

All items and conditions contained in the AGREEMENT dated August 11, 2021, between the DISTRICT and ENGINEER are incorporated herein by reference.

Executed on

Pakpour Consulting Group Inc.

Westborough Water District

Joubin Pakpour, PE
President

Tom Chambers
President, Board of Directors



October 2, 2024

10025.14

Patricia Mairena
General Manager
Westborough Water District
2263 Westborough Blvd
South San Francisco, CA 94080

**Subject: Proposal to Provide Structural Analysis & Design Services
Skyline Tank No. 2 Improvements
Westborough Water District**

Dear Patricia,

As part of the Westborough Water District's (District) Capital Improvement Program (CIP), the District identified CIP W20-12 Skyline Tank No. 2 Improvements to structurally retrofit the tank, recoat the exterior/interior, and perform appurtenance upgrades. In February 2018, TJC and Associates (TJC) completed a structural assessment of all three Skyline tanks titled, "Westborough Water District Skyline Tanks Condition Assessment" concluding all three required various forms of structural retrofits to withstand the maximum credible earthquake based on the most updated American Water Works Association (AWWA D100-11) and American Society of Civil Engineering (ASCE) standards (07-10) at the time.

Since the 2018 assessment, ASCE adopted a new seismic code (07-16) thereby requiring an updated seismic analysis of the tanks. The following scope of work includes a new seismic analysis for Tank No. 2 and design retrofit services to bring the tank up to current AWWA D100-11 and ASCE 07-16 recommendations/codes. The scope will also include reanalyzing Tank No. 1 to optimize the common maximum operating water level across all three tanks. Note the updated seismic analysis for Tank No. 3 occurred under the Skyline Tank No. 3 Structural Retrofit project. Pakpour Consulting Group (PCG) will again team with ZFA Structural Engineers (Team) to design these improvements.

Scope of Work

Task 1.0 – Meetings (Field/Design) / Project Management

PCG will schedule and attend various meetings through the design phase including a kickoff meeting, various design review meetings at set milestones, and field meetings when needed. This task also includes project management inclusive of District/consultant coordination, meeting notes, and project organization.

Deliverables: Meeting notes as necessary

Task 2.0 – Seismic Re-Evaluation

PCG's subconsultant, ZFA Structural Engineers (ZFA), will complete a seismic analysis for Tanks 1 and 2 for the most current code forces to confirm vulnerabilities for maximum operating levels of both 25 and 27.5 feet. Based on the updated seismic analysis, the Team will develop retrofit options for Tank 2 based on the highest water level possible across all three tanks without being overly cost prohibitive. ZFA will review existing documents and provide the seismic analysis in a narrative format for review along with cost estimations for the various options. PCG will be involved with the analysis and review the document with the District.

Deliverables: Seismic Analysis Narrative

Task 3.0 – Updated Geotechnical Investigation

If the updated seismic analysis in Task 2.0 indicates Tank No. 2's foundation requires retrofit, the existing site's geotechnical investigation report, "Geotechnical Investigation, Skyline Water Tank #3" prepared by Romig Engineers, will require an update. PCG will team with Romig Engineers to update the report including additional borings around both Tanks 1 and Tank 2 to gain a complete understanding of the site's geologic profile; geologic, geotechnical and seismic conditions review; geotechnical analysis and evaluations to develop updated earthwork guidelines and foundation criteria; and preparation of a geotechnical recommendations letter report updating the existing geotechnical report.

Deliverables: Updated geotechnical investigation letter report

Task 4.0 – Environmental Investigation

PCG's subconsultant, MIG, will perform an environmental investigation within the project limits and prepare needed environmental documentation for the preferred design option selected in Task 2.0. We expect this project to align with a Categorical Exemption (CE) which is substantially less effort than the alternative Initial Study. However, if MIG determines an Initial Study would be required, an additional service request would be necessary.

Deliverables: Environmental (CE) documentation

Task 5.0 – 65% Plans, Engineer's Opinion of Probable Cost

The Team will prepare 65% design plans per District standards inclusive of an Engineer's Opinion of Probable Cost (EOPC). This will include continuous and self-guided value-engineering during development, preliminary calculations for retrofit concept design, and structural design development drawings. The Team may also perform a cost comparison of the needed retrofits versus new tank construction. PCG will prepare the design drawings in AutoCAD Civil 3D 2024 and present to the District on 22x34 hard copy sheets for review. The Team will participate fully in the review process.

Deliverables: 65% Plans, Engineer's Opinion of Probable Cost

Task 6.0 – 90% Plans, Specifications, EOPC

The Team will carry the 65% submittal to 90% completion by adding details, additional notes, and addressing District comments. The Team will prepare project specifications in Microsoft Word format and incorporate them into the District’s “boilerplate” to produce draft bid documents. Bid quantities will be estimated for each item of work and the EOPC updated based on unit prices for each item. The Team will determine unit prices based on recent bid tabulations from similar projects and discussions with local contractors.

Deliverables: 90% Plans, Specifications, and EOPC

Task 7.0 – Final Plans, Specifications, EOPC

The Team will finalize the 90% submittal by addressing any remaining District and other agency comments. The Team will make appropriate modifications to the plans, specifications, and EOPC to produce final bid documents.

Deliverables: Final (signed and sealed) PS&E in hard copy and in electronic file format

Task 8.0 – Advertise and Award Period

PCG will administer the advertisement and award process on the District’s behalf including written responses to bidder’s inquires, preparation of contract addenda, and conducting the pre-bid conference and site visits.

Deliverables: Documentation of activities, addenda, and responses to inquiries

Proposed Schedule

Notice to Proceed	October 10, 2024
Seismic Re-Evaluation	December 6, 2024
65% Submittal	February 7, 2025
65% Submittal Review Meeting	February 14, 2025
90% Submittal	April 4, 2025
90% Submittal Review Meeting	April 11, 2025
Final Submittal	May 9, 2025



October 2, 2024 – Page 4

Mairena – Skyline Tank No. 2 Improvements Design Services Proposal

Proposed Budget

Task	Description	District Engineer \$260	Senior Engineer \$225	Assistant Engineer \$160	TOTAL
		Hours			
1.0	Meetings (Field/Design) / PM	4	20	60	84
2.0	Seismic Re-Evaluation	2	8	8	18
3.0	Updated Geotech Investigation	2	4	16	22
4.0	Environmental Investigation	0	4	16	20
5.0	65% Plans, EOPC	2	20	80	102
6.0	90% Plans, Specifications, EOPC	2	20	60	82
7.0	Final Plans, Specifications, EOPC	2	20	40	62
8.0	Advertise & Award Period	2	10	40	52
Total Hours		16	106	320	442
Direct Labor		\$4,160	\$23,850	\$51,200	\$79,210

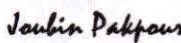
Structural Engineer - ZFA Structural Engineers	\$112,200
Geotechnical Engineer - Romig Engineers	\$8,855
Environmental Engineer - MIG	\$8,393
Coating Consultant - Gaya Coating Consultants	\$4,400
Electrical Engineer - TJC & Associates	\$16,500
5% Direct Expense Fee (Mileage, Copies, Plots, Etc.)	\$3,961

Total Budget	\$233,519
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Should you have any questions regarding this proposal, please do not hesitate to contact me at (925) 224-7717. We look forward to working with the District on this project.

Very truly yours,

Pakpour Consulting Group, Inc.

DocuSigned by:

 FD1650F8C0904EA...
 Joubin Pakpour, P.E.
 District Engineer

cc: Johnny Kennedy, Field Supervisor, Westborough Water District, jkennedy@westboroughwater.org
 Hamed Khatibi, Assistant Engineer, Pakpour Consulting Group, hkhatibi@pcgenar.com
 Brandon Laurie, PE, Senior Engineer, Pakpour Consulting Group, blaurie@pcgenar.com

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Task Order No. 24-25-02
Update District Water and Sewer Maps
Pakpour Consulting Group, Inc.

1. PURPOSE

The purpose of this task order is to authorize and direct ENGINEER to proceed with the work specified in item 2 of this task order, in accordance with the provisions of Section 2 of the AGREEMENT between the parties hereto dated August 11, 2021.

2. SCOPE OF WORK

The work authorized by this task order is described in attached Exhibit A, dated September 30, 2024.

3. TIME OF PERFORMANCE

The work authorized by this task order shall commence upon execution by both parties and shall be prosecuted diligently to completion.

4. COMPENSATION AND PAYMENT

Compensation shall be on a specific rate of compensation basis as provided in Section 4 of the AGREEMENT. The cost of the work authorized by this task order shall not exceed \$55,600.00. Payment shall be in accordance with Section 5 of the aforementioned AGREEMENT.

Previous Task Orders:	\$0.00
This Task Order:	<u>\$55,600.00</u>
Total:	\$55,600.00

5. TERM

This task order shall become effective immediately upon its execution by both parties and shall be valid for the duration of the project.

6. ITEMS AND CONDITIONS

All items and conditions contained in the AGREEMENT dated August 11, 2021, between the DISTRICT and ENGINEER are incorporated herein by reference.

Executed on

Pakpour Consulting Group Inc.

Westborough Water District

Joubin Pakpour, PE
President

Tom Chambers
President, Board of Directors



September 30, 2024

10025.03

Patricia Mairena
General Manager
Westborough Water District
2263 Westborough Blvd
South San Francisco, CA 94080

**Subject: Proposal to Update System Maps
Westborough Water District (District)**

Dear Patricia,

Pakpour Consulting Group (PCG) is pleased to provide the following proposal to update the District's Water and Sewer system field maps. Both field maps will be updated to include recently completed capital improvement projects and any other modifications the District identifies.

PCG will create the maps in AutoCAD 2024 and present on 11x17 sheets at a 1"=100' scale to allow overlap between sheets. We anticipate approximately 40 sheets per map book. In addition, we will re-orient the maps in the north direction to align with recommended and common mapping standards. We estimate the following hours inclusive of one review cycle:

Water System Map Update

Brandon Laurie, PE – Senior Engineer	40 hours @ \$225 per hour	\$9,000.00
David Liebrezn – Project Designer	100 hours @ \$175 per hour	\$17,500.00
	Direct Cost Multiplier (5%)	\$1,300.00
	Subtotal:	\$27,800.00

Sewer System Map Update

Brandon Laurie, PE – Senior Engineer	40 hours @ \$225 per hour	\$9,000.00
David Liebrezn – Project Designer	100 hours @ \$175 per hour	\$17,500.00
	Direct Cost Multiplier (5%)	\$1,300.00
	Subtotal:	\$27,800.00
	Total:	\$55,600.00

We look forward to working with the District on this project.

Very truly yours,

Pakpour Consulting Group, Inc.

DocuSigned by:

Joubin Pakpour

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Joubin Pakpour, PE

President

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PAKPOUR CONSULTING GROUP, INC.

6601 Owens Drive, Suite 230, Pleasanton, CA 94588 | 925-224-7717 | pcgengr.com

6.B.2

PUBLIC WORKS CONTRACT

THIS CONTRACT, was made this 10th day of October, 2024, by and between the WESTBOROUGH WATER DISTRICT, a public agency ("District") and PUMP REPAIR SERVICE CO. ("Contractor").

WHEREAS, the District desires to obtain work to repair the Floway vertical booster pump and GE 150 HP motor on Pump No. 1 located at the Main Pump Station in South San Francisco, CA; and

WHEREAS, the Contractor desires to furnish such work and has provided a proposal dated August 12, 2024, which is attached hereto and incorporated herein by reference to the extent no inconsistent herewith to perform the work.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials and equipment required to install the motor control unit being provided by District at the District's Main Pump Station, as more particularly described in Exhibit A.
2. **BEGINNING OF WORK AND TIME OF COMPLETION.** After the contract has been executed by the District, the Contractor shall begin work within 30 days from the effective date of the Notice to Proceed issued by the District, and shall complete all of the work called for under this Contract within 30 days from the effective date of the Notice to Proceed. The work is to be performed on a schedule to be mutually agreed upon by the parties.
3. **COMPENSATION.** The Contractor shall furnish and install the equipment and faithfully perform all of the work required under this Contract for a total sum not to exceed \$24,837.85, as more particularly described in the Exhibit A ("Total Contract Price"). The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit and any other element of expense or compensation arising out of the work performed hereunder with the exception of the materials being provided by District.
4. **MANNER OF PAYMENT.** Contractor shall submit invoices to District on a monthly basis for services performed during the designated month on the tenth (10th) working day of the following month. District shall render payment within thirty (30) days of receipt of an approved invoice, subject to the retention provisions set forth in Section 13.11 of this Contract.
5. **CHANGES.** The District may, at any time, by written order, make changes within the scope of work described in this Contract. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed upon work, an equitable adjustment as mutually agreed upon shall be made in the compensation and/or schedule of performance. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the work specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice shall be given the District prior to the time that Contractor performs work related to the proposed adjustment in compensation. Any

and all pertinent changes shall be expressed in a written supplement to this Contract prior to implementation of such changes.

6. **TERMINATION.** The District may terminate the Contract upon ten (10) days written notice. Upon termination, District shall pay Contractor the allowable costs incurred to the date of termination and those costs reasonably necessary, as determined by the District, to effect the termination. In the event Contractor breaches the terms of the Contract, the District may immediately terminate the Contract and shall pay Contractor only its allowable costs to the date of termination. In the event of termination, Contractor shall cooperate with the District's reasonable instructions to terminate the work and furnish requested materials and records.

7. **INSPECTION OF SITE OF WORK.** Contractor shall examine carefully the site of work and shall inform itself of the conditions relating to the execution of the work. If the Contractor does not inspect the site, the Contractor is responsible for all site conditions had the Contractor performed a reasonable site inspection.

8. **RESPONSIBILITY: INDEMNIFICATION.** Contractor shall indemnify, defend, keep and save harmless the District, and its directors, officers, agents and employees against any and all liability, damages, costs, claims or actions, including reasonable attorneys' fees and charges, arising out of any injury to persons or property that may occur, or that be alleged to have occurred, in the course of the performance of this Contract by the Contractor caused by any act or omission of the Contractor or its employees, subcontractors or agents. Contractor further agrees if any judgment be rendered against District or any of the other individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. This indemnification obligation shall survive the termination or expiration of this contract.

9. **INSURANCE.**

A. **Workers' Compensation.** Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable and Employers' Liability Insurance, which shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

B. **Commercial General Liability Insurance.** Contractor also shall procure and maintain at all times during the performance of this Contract Commercial General Liability Insurance, including completed operations coverage, with a limit for each occurrence of Two Million Dollars (\$2,000,000) naming as additional insureds, in connection with the Contractor's activities hereunder, the District, and its directors, officers, employees and agents. The Insurer(s) shall endorse that its policy(ies) is Primary Insurance, and it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering District.

C. **Automobile Liability Insurance.** Contractor shall also procure and maintain at all times during the performance of this Contract Automobile Liability Insurance covering all automobiles owned, hired, or leased by Contractor with a limit of One Million Dollars (\$1,000,000) for each accident naming the District, and its directors, officers, employees and agents as additional insureds.

With respect to coverages under Subsections B and C above, inclusion of District as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each. These requirements shall not operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, Contractor shall deliver to District Certificate(s) of Insurance which shall indicate compliance with all the insurance requirements above and shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to District.

10. FINAL INSPECTION AND ACCEPTANCE. Upon notice from the Contractor that the work has been completed, the District will make a final inspection and provide the Contractor with written notice of final acceptance, if it is determined that the work meets the Contract requirements, or instructions to promptly fix defective work identified at Contractor's sole expense.

11. GUARANTY OF WORK. Contractor warrants to the District that all materials and equipment furnished under the Contract will be of good quality and new, that the work will be free from defects in material or workmanship, and that the work will conform to the requirements of the Contract. Work not conforming to the Contract requirements may be considered defective.

If, within one (1) year after the date of final acceptance of the work by the District, any of the work is found to be defective, the Contractor shall correct it promptly after written notice from the District to do so and pay for any damage to other property resulting from the defective work. If the Contractor fails to correct the defective work, the District may correct it at the Contractor's expense. Work that is corrected shall be subject to a one-year warranty obligation, commencing on the date the work is corrected.

The requirements of this section relate only to the specific obligation to correct defective work and nothing in this section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract.

12. CONDITIONS OF USE AND PRESERVATION OF PROPERTY. Contractor shall assume full responsibility for protection and safekeeping of the materials and equipment stored on the site. In the event that any stored items or activities of the Contractor interfere with the District's operations, the Contractor shall move the items or modify the activities at its expense in accordance with District's direction.

Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities and adjacent property. Any injury to the property of the District or any other third party caused by Contractor's operations shall be restored or replaced at Contractor's expense.

13. PROVISIONS APPLICABLE TO PUBLIC WORKS CONTRACTS.

13.1 CLAIMS PROCEDURES. Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be

submitted no later than (a) 30 days after change order negotiations and procedures are complete as per Section 5 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the District.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the District will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The District and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the District must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the District's written statement, or if the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The District will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the District will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the District or the Contractor may request a trial de novo.

13.2 UTILITY RELOCATION. Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the District in writing. Where necessary for the work of the Contract, the District will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the District, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

13.3 PUBLIC WORKS REGISTRATION. The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

13.4 USE OF SUBCONTRACTORS. Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of the District. Contractor shall be solely responsible for reimbursing any subcontractors and District shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

13.5 CONTRACTOR'S LICENSE REQUIREMENTS. Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law.

13.6 NON-COLLUSION DECLARATION. Pursuant to Public Contract Code Section

7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by District, which is attached and incorporated herein.

13.7 LABOR CODE REQUIREMENTS. In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to District, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

B. Prevailing Wage Requirements. Under the provisions of the California Labor Code, the Director of the Department of Industrial Relations has determined the prevailing rate of wages for the locality in which the Scope of Work is to be performed and AGENCY has adopted that prevailing rate of wages. A copy of the prevailing wage rates can be found online at <http://www.dir.ca.gov/dlsr/pwd>. A copy of those prevailing wage rates must be posted at the jobsite by Contractor. Contractor and its subcontractors must comply with Labor Code Section 1775 regarding the payment of prevailing wages. Contractor shall forfeit as a penalty to AGENCY \$25 for each worker employed in the execution of the Scope of Work by Contractor or any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one half (1½) times the basic rate of pay as provided in Section 1815.

C. Payroll Records. Contractor's contractors shall keep an accurate payroll record, containing the information, prepared in a format, verified by written declaration, made available for inspection and marked to prevent disclosure of individual worker information upon making it available for inspection, and shall inform AGENCY of the location of payroll records and any change in location, all in accordance with the requirements of Labor Code Section 1776 and subject to penalties to be forfeited to AGENCY as provided therein. The payroll records shall be submitted monthly to AGENCY and directly to the Labor Commissioner.

D. Location of Records. The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

E. Preservation of Records. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

F. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code

which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

13.8 EXCAVATION. If applicable, in accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify the District promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify the District of such conditions prior to disturbing them, and shall await direction from the District as to how to proceed.

13.9 TRENCH SAFETY. For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the District, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

13.10 BONDING. For all contracts over \$25,000, the successful Bidder shall provide a payment bond in the amount equal to one hundred percent (100%) of the Total Contract Price and issued by a California admitted surety. The payment bond shall provide the District with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. All bonds shall be provided on forms acceptable to District. Compensation for furnishing bonds is included in the Total Contract Price.

13.11 RETENTION OF PROGRESS PAYMENTS. The District may retain five percent (5%) of the estimated value of the work done and five percent (5%) of the value of materials estimated to have been furnished and delivered and unused, or furnished and stored as part security for the fulfillment of the Contract by the Contractor. Any time after fifty percent (50%) of the work has been completed, if the District finds that satisfactory progress is being made, the District may make any of the remaining progress payments in full for actual work completed in accordance with Public Contract Code Section 9203.

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having

progress payments retained by the District, to deposit in escrow with the District, or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District. If the Contractor elects to submit securities in lieu of having progress payments retained by the District, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

14. **COMPLIANCE SAFETY REQUIREMENTS.** The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefore to the District, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to the District, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and facilities.

15. **COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the work. In the event Contractor fails to comply with these requirements, the District may stop any work until such noncompliance is remedied. No part of the time lost due to any such cessation of the work shall be made the subject of a claim for an extension of time or increase in the compensation.

16. **CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of the District. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for Contractor shall be one solely between said parties.

17. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of District.

18. **RECORDS.** During the term of this Contract, Contractor shall permit representatives of District to have access to, examine and make copies, at District's expense, of its books, records and documents relating to this Contract at all reasonable times.

19. **DISTRICT WARRANTIES.** The District makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

20. **DISTRICT REPRESENTATIVE.** Except when approval or other action is required to be given or taken by the Board of Directors of the District, the General Manager of the District, or the General Manager's designee, shall represent and act for the District.

21. **NOTICES.** All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the District: Westborough Water District
2263 Westborough Blvd.
P.O. Box 2747
South San Francisco, CA 94083-2747

ATTENTION: Patricia Mairena, General Manager

If to the Contractor: Pump Repair Service Co.
P.O. Box 34327
San Francisco, CA 94134.0327

ATTENTION: Wayne Archer

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

22. ATTORNEYS' FEES. If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

23. APPLICABLE LAW. This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

24. BINDING ON SUCCESSORS. All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

WESTBOROUGH WATER DISTRICT CONTRACTOR

By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

ATTEST:

Secretary for District

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Attorney

*If Contractor is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.



PUMP REPAIR SERVICE CO.

August 12, 2024

EXHIBIT A

Westborough Water District
2263 Westborough Blvd.
South San Francisco, CA 94083

Attn: Patricia Mairena

SUBJECT: MAIN STATION: PUMP #1

Dear Patricia,

We are pleased to provide you with an estimate to repair the **Floway** vertical booster pump and **GE** 150 HP motor using the parts and labor that are listed below.

1 - 416 Motor shaft.....	\$897.00
1 - 416 SS head shaft	1,050.00
1 - Stuffing box bushing	415.00
1 - Set of packing	125.00
1 - Set of motor bearings.....	3,852.00
1 - Oil sight glass	351.00
1 - Gasket set.....	130.00
Misc. hardware.....	300.00
Materials	7,120.00
Freight.....	200.00
Sales tax 9 7/8%	722.85
Labor to repair pump.....	4,640.00
Labor to repair motor.....	3,190.00
Balance motor rotor.....	725.00
Clean, dip and bake 150 HP stator	940.00
Estimated field labor.....	5,800.00
Boom truck/service truck.....	1,500.00
Estimated Total	\$24,837.85
Delivery	4 Weeks

If you have any questions on the above pricing, please give me a call.

Sincerely,

Wayne Archer

WA/pf

Waynea-24/Westborough Water District 08.13.24

ESTABLISHED 1941

PO BOX 34327 SAN FRANCISCO, CA 94134-0327 415.467.2150 FAX 415.467.7442
www.pumprepairservice.com

6.C.11



**The Bay Area Water Supply and Conservation Agency (BAWSCA) Selects Thomas Smegal to be its
Next CEO/General Manager Starting December 1, 2024**

September 20, 2024

BAWSCA's Board of Directors, at its meeting on September 19, 2024, selected Thomas (Tom) Smegal to be its next CEO/General Manager. He will be succeeding Nicole Sandkulla, who is retiring at the end of December. Ms. Sandkulla has successfully led BAWSCA for 11 years.

BAWSCA was authorized by the state legislature in 2002 and was formed in 2003 by 29 (now 26) member agencies in Alameda, San Mateo, and Santa Clara counties to represent the water interests of 1.8 million residents, 40,000 businesses, and thousands of community agencies, who depend on the San Francisco Hetch Hetchy Regional Water System.

Chair of BAWSCA's Board of Directors, Tom Chambers, said that the Board's Ad Hoc CEO Recruitment Committee unanimously recommended Mr. Smegal. It was determined that, following a professional nationwide recruitment process, he is the best qualified candidate for the job.

"The Ad Hoc Committee determined that Mr. Smegal presented the most compelling and qualified candidacy for appointment as CEO/General Manager based on his extensive experience in the California water industry, financial acumen, management of both small and large teams, and his strategic vision for leading BAWSCA into the future."

Ms. Sandkulla said "Tom Smegal is poised to be an exceptional leader for BAWSCA, using his substantial experience in water, strong leadership skills and unwavering commitment to excellence to meet BAWSCA's future challenges and deliver results for the water customers. I am incredibly excited for him."

Mr. Smegal holds a Bachelor of Science in Civil Engineering and Bachelor of Arts in History from Stanford University, in addition to completing two years of interdisciplinary study of water and energy resources at the University of California, Berkeley. For the past 27 years, Mr. Smegal has served in various roles, including Vice-President, Chief Financial Officer and Treasurer with the California Water Service Company/California Water Service Group (Cal Water), which is the second largest retail water provider in the state and the largest that is regulated by the California Public Utilities Commission (CPUC).

Throughout his tenure at Cal Water, Mr. Smegal had in-depth experience working with and directing Cal Water teams that addressed critical water issues such as drought, water supply, regulatory compliance, capital project management, risk management, and emergency response.

Following the Board's decision, Mr. Smegal made the following statement:

"I want to thank the Board of Directors for selecting me to be the next Chief Executive Officer/General Manager of BAWSCA. Also, I want to thank the Ad Hoc CEO Selection Committee for recommending me.

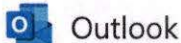
"In the last eleven years, Nicole and the BAWSCA staff have aggressively pursued the interests of the water customers BAWSCA represents through advocacy, negotiation, programmatic efforts, and litigation, when necessary, to ensure a reliable water supply at a fair price for the 1.8 million residents, thousands of communities, and thousands of businesses that thrive in the members' service territories.

"After more than thirty years working in the industry to support improvements in water service, quality, and reliability and as a former member of the BAWSCA Board, I understand my new responsibilities and the challenges that lie ahead. I recognize that achieving BAWSCA's goal depends on leadership by its chief executive officer, ideas, advice and policy decisions by the Board, and agreement with and among the twenty-six member agencies.

"I'm excited to dive into the opportunities to work with San Francisco and within BAWSCA's membership to improve long-term water supply reliability in the face of challenges such as climate change, housing mandates, and periodic drought."

BAWSCA's 26 member agencies include cities and water districts in Alameda, San Mateo, and Santa Clara counties and the California Water Service Company and Stanford University.

#####



Reply to: Help needed.

From Patricia Mairena <pmairena@westboroughwater.org>

Date Thu 10/3/2024 4:14 PM

To Erwin Garzaro <erwingarzaro@gmail.com>

Cc Lee, Rich <rich.lee@ssf.net>; Ranals, Sharon <Sharon.Ranals@ssf.net>; Eunejune <Eunejune.Kim@ssf.net>; Mark <Mark.Nagales@ssf.net>; Wendy Bellinger <wbellinger@westboroughwater.org>; Johnny Kennedy <jkennedy@westboroughwater.org>

Bcc Martha Mendoza <mmendoza@westboroughwater.org>

Dear Mr. Garzaro,

Our meters are set up by the manufacturer to measure in 100 cubic feet (HCF). All of our meters are set up so that our reading equipment only registers whole numbers. While your statement is correct as to how the District bills customers in whole numbers, your sample customers A and C do not subsidize customer B. In all 3 cases, the decimals will eventually roll over and convert into the next whole number, and when that happens, each of the 3 customers will pay for their own whole unit of water, and no one else's.

As you can see from your water consumption history, your usage is usually 2 HCF (plus decimals), and every few months, depending on your water consumption, the meter would rotate to the next whole unit; hence, your account was billed for 3 HCF in those occasions.

Water Usage Lookup						
Customer ID	GAR0018		Customer Name	GARZARO, ERWIN		
Months	2025	2024	2023	2022	2021	
July	2	2	2	2	2	
August	0	0	0	0	0	
September	3	2	2	3	2	
October	0	0	0	0	0	
November	0	2	3	2	3	
December	0	0	0	0	0	
January	0	2	2	2	2	
February	0	0	0	0	0	
March	0	2	2	2	2	
April	0	0	0	0	0	
May	0	2	2	2	2	
June	0	0	0	0	0	
Details-->	2025	2024	2023	2022	2021	

With regards to the question, how many gallons of water have to "leak" before the District notifies a customer that there is a problem, the District does not use gallons as a measurement, but HCF. While our meter reading software provides us with a list of high and low usage locations, low consumption accounts likely would trigger an alert when the usage doubles. In your case, because the usage varies between 2 and 3, it is likely that the trigger would be closer to 6 units. Usually, for low usage accounts with consistent usage, such as yours, it is the customer who would call and initiate a request to have us re-check the meter reading; our office staff would then write a ticket, and dispatch a field technician to read the meter manually and check for any signs of leaks.

I hope your questions regarding our method of billing have been clarified. If you have any other questions, please feel free to reach out to me.

Sincerely,

Patricia Mairena
General Manager
Westborough Water District
P.O. Box 2747
South San Francisco, CA 94083-2747
650-589-1435
pmairena@westboroughwater.org

From: Lee, Rich <rich.lee@ssf.net>
Sent: Thursday, October 3, 2024 2:13 PM
To: Patricia Mairena <pmairena@westboroughwater.org>
Cc: Ranals, Sharon <Sharon.Ranals@ssf.net>
Subject: RE: Help needed.

Good afternoon Ms. Mairena,

Thank you for taking the time to speak with me a few minutes ago. As a follow up to the email below, we request that the District provide a written response to Mr. Garzaro to explain how water usage is read, and how many gallons of water have to "leak" before the District notifies a customer that there is a problem.

I will reach out to Mr. Garzaro as well to offer some insights as discussed over the phone.

Thanks,



Rich Lee (he/him/his)
Assistant City Manager
O : 650-829-4630
M : 650-455-1308
P.O. Box 711
400 Grand Avenue
South San Francisco, CA 94083
rich.lee@ssf.net
www.ssf.net

From: Lee, Rich
Sent: Thursday, October 3, 2024 11:42 AM
To: PMairena@Westboroughwater.org
Cc: Ranals, Sharon <Sharon.Ranals@ssf.net>
Subject: RE: Help needed.
Importance: High

Good morning Ms. Mairena,

Our mayor received the email below from Mr. Garzaro, who has concerns with meter reading and related billing. I left a voice message with your Field Supervisor, but understand that they are currently addressing an emergency. Can you provide information to address their concerns?

Thanks,



Rich Lee (he/him/his)

Assistant City Manager

O : 650-829-4630

M : 650-455-1308

P.O. Box 711

400 Grand Avenue

South San Francisco, CA 94083

rich.lee@ssf.net

www.ssf.net

From: Erwin Garzaro

[<erwingarzaro@gmail.com>](mailto:erwingarzaro@gmail.com)

Date: September 23, 2024 at 1:30:45 PM PDT

To: "Coleman, James"

[<James.Coleman@ssf.net>](mailto:James.Coleman@ssf.net)

Subject: Help needed.

[NOTICE: This message originated outside of City of South San Francisco -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Mayor Coleman

Before asking for your help, I contacted the County Public Works manager and received no answer, SSF Public Works told me on the phone there was nothing they could do about this problem. The Westborough Water District charges customers in units of 100 cubic feet, which I think is grossly unfair, when I have contacted them I was told the meters only read in 100s, which cannot be true because they can detect minor leaks. Now consider the following: customer A consumes 500.2 cubic feet, customer B 599.8 and customer C 600.2; customers A and B both pay for 5 units, while C pays for 6, so in effect customers A and C are subsidizing B. How could this be fair?

Our charges just went up, and the manager overseeing 14 employees makes \$ 277, 987 per year.

Please make them charge per actual usage of water, that will help most of us, the customers.

Thank you very much.

Erwin Garzaro

2905 Burren Way

South San Francisco

California 94080-5302

Governor Signs Three New Laws Protecting Water Agencies and their Customers From Higher Costs

September 27, 2024

In a monumental win for California water agencies and their water-conserving customers, Governor Gavin Newsom just signed three new bills into law this week that will ensure water-rate equity and transparency, and minimize rate hikes due to lawsuits.

Hanson Bridgett was deeply involved in getting all three of these bills passed, which are a huge benefit to the water sector, and to water customers who conserve in particular. Together, the package of bills ensures:

- **Rates collected for water service will stay within the enterprise fund to defray future costs**
- **Large water users pay their fair share of infrastructure costs**
- **Water agencies won't be ambushed by lawsuits that raise the costs of water for everyone**

What You Need to Know About SB 1072, AB 1827, and AB 2257

SB 1072: Surplus Funds to Reduce Future Fees

Low-water users will especially benefit from [SB 1072](#) (signed September 20, 2024), which requires any charges exceeding the cost of the services to be used to defray future costs. The Constitution requires public water agencies to limit their charges to each customer's proportional costs of the services received but does not specify what must be done with excess funds. Because public agencies make no profit, any overages are generally deposited in the general fund or reserve fund and then used as a system-wide offset or credit against future rates.

Consistent with that approach, SB 1072 requires that excess fees remain in the enterprise fund and defray the costs of future services and not get returned to high-water users. High-water users have sued water agencies for refunds, claiming that they should not pay their share of larger facilities needed to serve their larger demand. This would result in low-water users subsidizing the cost of those facilities. But SB 1072 clarifies that refunds are only allowed if provided for by a statute – such as refunds for billing errors.

Hanson Bridgett partner Claire Collins worked closely with clients and State Senator Steve Padilla to bring this law into being.

AB 1827: Meter Charges & Peaking

On September 22, 2024, the Governor signed [AB 1827](#), affirming the long-standing practice of using meter size and peak water use to allocate certain water service costs to customers. This law codifies that the incrementally higher costs of water service associated with higher water usage demands, the maximum potential water use, or projected peak water usage are reasonably related to water service and can be factored into water rates.

AB 2257: Pre-Adoption Objections to Rates

Water agencies have been repeatedly sued by “Monday-morning quarterbacks” who object to a water rate structure only after the rate has been adopted, and after customers have already been charged. These objections are often not known to the agency until the lawsuit is filed. To ensure that agencies have an opportunity to respond to objections (and fix any errors) before a rate is adopted, [AB 2257](#) (signed by the Governor on September 25, 2024) authorizes water agencies to create official procedures requiring an objection prior to adoption of that rate to prevent unanticipated lawsuits. If a local agency follows this procedure, then only those people who filed an objection may legally challenge that rate, and the evidence in that lawsuit will be limited to the official record of proceedings.

AB 2257 provides a meaningful opportunity to resolve ratepayer objections before resorting to litigation. This bill is the result of a multi-year effort of water agencies throughout California, including Hanson Bridgett clients, to adopt reasonable “administrative exhaustion” procedures.

Key Takeaway

All three of these bills amend the Proposition 218 Omnibus Implementation Act and help protect public water suppliers and their rate-payers from costly and time-consuming lawsuits brought by

8.A.2

high-water users and unhappy ratepayers. Those lawsuits raise costs for all ratepayers, often disproportionately impacting low-income and low-water use customers.

Hanson Bridgett has worked on behalf of public agencies and the customers they serve since our formation in 1958. Our attorneys work hand in hand with public agencies, engineers, and rate consultants to ensure that rates and fees subject to Proposition 218 are fair, reasonable, and defensible.

CONTACTS



Allison Schutte

Partner

San Rafael, CA

(415) 995-5823

ASchutte@hansonbridgett.com



Claire Collins

Partner

Los Angeles, CA

(213) 395-7650

CCollins@hansonbridgett.com



Robert Pierce

Associate

Los Angeles, CA

323-210-7749

rpierce@hansonbridgett.com

This article is a summary for general information and discussion only and may be considered an advertisement for certain purposes. It is not a full analysis of the matters presented, does not create an attorney-client relationship, and may not be relied upon as legal advice.

8.A.3

Westborough CIP considerations (prioritized listing)

Meeting: October 4, 2024

1. **Rear of West. Lift Station SSB03038-037**

The 10" inlet line to the lift station has a broken pipe. Complete failure of the pipe will prevent sewage from entering the wet well.

2. **Westborough Lift Station Bypass**

The install of a bypass connection will allow utilizing the forcemain as the rerouting line to Roundtree Lift Station. If a bypass were to take place today, hoses would have to be connected and surface routed to Roundtree Lift Station which will disturb traffic and driveway ingress and egress of residents and nearby businesses.

3. **Titus Twister**

Westborough Water District purchased the Titus Twisters. Installation is still needed.

4. **Archdale Ct. SSB02104-110**

The line segment and manhole are shallow. This is a known area of sewer spills due to the minimal depth.

5. **Roundtree Lift Station**

The steps are heavily deteriorated and not safe. Reconstruction of steps is needed.

6. **Westborough Lift Station Controls**

The station has three pumps that are currently utilizing one Variable Frequency Drive (VFD). Recommendation is to add two additional VFD's for reliability and being correct. If the one VFD fails it will affect all pumps.

7. **MCC panels**

Westborough and Rowntree Stations are very old and hard to find replacement parts. Panels will need an upgrade.

8. **Appian Way SSA03MH 087 to SSB03MH 019**

This sewer line segment has spiral fractures throughout the pipe and high potential of failure. This is an easement line from Appian downhill to HWY 280 fence line then continuing north down the easement behind apartments near Westborough Lift Station.

9. **Gellert Blvd. SSB02090-111**

There is a sag and crack in the sewer line segment. The sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

10. **Greendale Dr. SSC01090-091**

The sewer line has heavy root infiltrations and sag. The combination of roots and sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

11. **Olympic to Westborough**

There is a sag and crack in the sewer line segment. The sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

12. **Leix Way MH 65-67**

There is a sag in the sewer line segment. The sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

13. **Myrna Ln MH 43-44**

There is a sag in the sewer line segment. The sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

14. **Callan and Meath MH 25-77**

There is a sag in the 8" sewer line segment. The sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

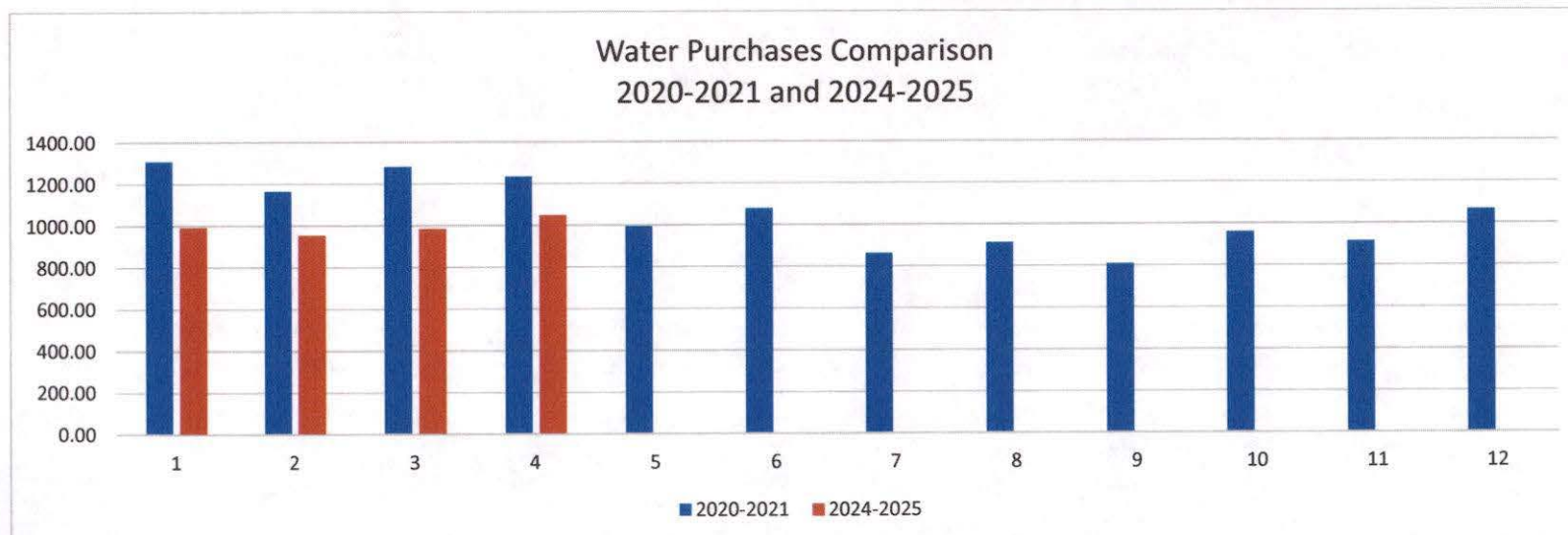
15. **Gallway MH41-44**

There is a sag in the first 100 lineal feet of the sewer line segment. The sag creates settlement of fats/oils/grease/debris creating frequency in maintenance and increase in a potential sewer spill.

Water Purchases Comparison 2020-2021 to 2024-2025

FY 2020-2021				FY 2024-2025				Comparison
Period	HCF Purchased	No. of Days Billed	HCF per Day	Period	HCF Purchased	No. of Days Billed	HCF per Day	HCF Per Day Difference
06/05/20 to 07/07/20	43157	33	1307.79	06/06/24 to 07/05/24	29818	30	993.92	-313.87
07/08/20 to 08/06/20	34995	30	1166.50	07/06/24 to 08/06/24	30586	32	955.83	-210.67
08/07/20 to 09/04/20	37162	29	1281.45	08/06/24 to 09/06/24	30568	31	986.07	-295.38
09/05/20 to 10/06/20	39480	32	1233.75	09/07/24 to 10/03/24	28338	27	1049.57	-184.18
10/05/20 to 11/02/20	26876	27	995.41					
11/03/20 to 12/04/20	34525	32	1078.91					
12/05/20 to 01/04/21	26748	31	862.84					
01/05/21 to 02/01/21	25531	28	911.82					
02/02/21 to 03/04/21	25095	31	809.52					
03/05/21 to 04/05/21	30684	32	958.88					
04/06/21 to 05/05/21	27430	30	914.33					
05/06/21 to 06/03/21	30907	29	1065.76					
Total Purchases	382590	364	1051.07	Total Purchases	119310	120	994.25	

GPCPD YTD	55.15
GPCPD 23/24	50.29
GPCPD 22/23	49.46
GPCPD 21/22	50.62
GPCPD 20/21	58.30
GPCPD 19/20	59.11



Patricia Mairena

From: WB-DDW-LSLReports <DDW-LSLReports@Waterboards.ca.gov>
Sent: Friday, October 4, 2024 10:06 AM
To: Patricia Mairena
Cc: Tsang, Van@Waterboards
Subject: RE: CA4110027 WESTBOROUGH WD Initial LSLI Submission Follow-up

Good afternoon Patricia,

The Initial Lead Service Line Inventory (LSLI) submission for Westborough Water District (CA4110027) has been reviewed and approved by the Division of Drinking Water (DDW) Lead and Copper Rule Revisions (LCRR) Unit.

We appreciate your time and cooperation in completing this task. Please remember to make the inventory or non-lead statement publicly accessible and continue updating inventory information as needed during normal operations.

Best,

Michelle dela Cruz (she/her)
Environmental Scientist – Lead and Copper Rule Revisions (LCRR) Unit
State Water Resources Control Board | Division of Drinking Water (DDW)
Email: michelle.delacruz@waterboards.ca.gov
LCR Resources: <https://www.waterboards.ca.gov/lead-copper-rule/>
Please send LCRR inventory questions and workplans to ddw-lslreports@waterboards.ca.gov

From: WB-DDW-LSLReports <DDW-LSLReports@Waterboards.ca.gov>
Sent: Friday, October 4, 2024 10:03 AM
To: Patricia Mairena <pmairena@westboroughwater.org>
Subject: RE: CA4110027 WESTBOROUGH WD Initial LSLI Submission Follow-up

Good morning Patricia,

Your understanding is correct, thank you for confirming. I will approve the inventory and send a confirmation email shortly.

Thank you!

Michelle dela Cruz (she/her)
Environmental Scientist – Lead and Copper Rule Revisions (LCRR) Unit
State Water Resources Control Board | Division of Drinking Water (DDW)
Email: michelle.delacruz@waterboards.ca.gov
LCR Resources: <https://www.waterboards.ca.gov/lead-copper-rule/>
Please send LCRR inventory questions and workplans to ddw-lslreports@waterboards.ca.gov

From: Patricia Mairena <pmairena@westboroughwater.org>
Sent: Thursday, October 3, 2024 2:20 PM
To: WB-DDW-LSLReports <DDW-LSLReports@Waterboards.ca.gov>
Subject: Re: CA4110027 WESTBOROUGH WD Initial LSLI Submission Follow-up

Good afternoon Michelle,

Our 3,969 service locations number included dedicated irrigation lines. It was our understanding that the District only needed to include in the LSLI "all service lines connecting the water main to the interior plumbing in a building". Do we need to revise the 3,969 to 3,886? If so, yes, we would need to reopen the submission to make that revision.

California Water Boards

Which Service Lines to Include in Inventory?

- **All service lines connecting the water main to the interior plumbing in a building**, regardless of ownership status. Include service lines:
 - Connecting the water main, regardless of actual or intended use (i.e., non-potable applications, such as fire suppression)
 - Connected to vacant or abandoned buildings, even if they are unoccupied and water service is off
 - Connecting multiple units or buildings on a property
 - Connecting well to a single building (e.g., CWS or NTNCWS that do not have extensive distribution system)

Developing and Maintaining a Service Line Inventory: Small Entity Compliance Guide (U.S. EPA, 2023)

Best regards,

Patricia Mairena
General Manager
Westborough Water District
P.O. Box 2747
South San Francisco, CA 94083-2747
650-589-1435
pmairena@westboroughwater.org

From: WB-DDW-LSLReports <DDW-LSLReports@Waterboards.ca.gov>
Sent: Thursday, October 3, 2024 1:35 PM
To: Patricia Mairena <pmairena@westboroughwater.org>
Subject: CA4110027 WESTBOROUGH WD Initial LSLI Submission Follow-up

Good afternoon Patricia,

Thanks for submitting the initial Lead Service Line Inventory (LSLI) for Westborough Water District (CA4110027). The Division of Drinking Water (DDW) Lead and Copper Rule Revisions (LCRR) Unit has reviewed your submission and requests a clarification:

There were approximately 3,969 service locations mentioned in the Inventory Methods section, but only 3,886 total service lines in the Detailed Inventory section. Could you confirm if the number of service lines is correct and explain the discrepancy if possible?

Otherwise, the rest of the inventory looks great. Let me know if you need to reopen the submission for any revisions. Thank you.

Michelle dela Cruz (she/her)

Environmental Scientist – Lead and Copper Rule Revisions (LCRR) Unit

State Water Resources Control Board | Division of Drinking Water (DDW)

Email: michelle.delacruz@waterboards.ca.gov

LCR Resources: <https://www.waterboards.ca.gov/lead-copper-rule/>

Please send LCRR inventory questions and workplans to ddw-lslreports@waterboards.ca.gov

BAWSCA Meeting of 19 September 2024

I attended the BAWSCA meeting of 19 September 2024 which was held at the Burlingame Community Center beginning at 6:30 pm. We had 3 main orders of business: 1) Hire a new CEO with Nicole Sandkulla's retirement coming the end of December; 2) review Nicole's evaluation and decide on salary compensation for the coming year; and 3) discuss and decided upon director compensation, a discussion from a year ago which was never resolved. But prior to business we had a SFPUC Report and Public Comment.

Steve Ritchie opened the PUC report by saying we had lots of water. The warm summer created a lot of snowmelt, so the Tuolumne system was 99.7% full and total system storage was 90.9% vs an average of 82%. He also had some slides showing the habitat restoration work on the Tuolumne (downstream from Don Pedro). Funded by Modesto and Turlock Irrigation Districts and SFPUC, it shows what a Healthy Rivers and Landscape Project (a.k.a. Voluntary Agreement) can do. The gravel removed by the gold miners is being restored to the river channel to provide habitat for fish. Tuolumne River Trust is also doing some similar restoration further down the river. Then Katie Miller gave an update on the Water System Improvement Project (WSIP). In progress since 2005, 2 projects (of 52) remain open. The Alameda Creek Recapture Project reclaims some of the water which bypasses the Calaveras Dam to provide fish access to above the dam. SFPUC had to cancel an earlier construction project because of erosion of the side walls of a quarry pond they were going to be using. The project will be reformulated and rebid, with an estimated completion date of 2032. The other open project is the Regional Groundwater Storage and Recovery Project, where in wet years they will recharge the local groundwater basin so they can pull water out in dry years. Of the 12 wells being used, 2 are going to be used by Daly City and 2 by Cal Water (SSF). There are still some cathodic protection and piping contracts in progress, with a forecasted completion of February 2027.

After consent calendar we went in to closed session to discuss the Ad Hoc committee's recommendation for Nicole's replacement. We decided upon Tom Smegal, who was selected unanimously by both the committee and the full board. Tom spent 27 years with Cal Water, 11 of which were as CFO. He is retiring from Cal Water but still wants to contribute to BAWSCA and the local community. He served on the BAWSCA board from July 2022 to early 2024 including a year on Board Policy Committee (BPC). I am REALLY glad we have him. Our second closed session discussed Nicole's evaluation, which was outstanding. She ended up getting a 3.2% COLA adjustment in total compensation in open session. Finally, we attacked the board compensation. It has been \$100 a meeting since BAWSCA was founded in 2005 and John Weed of ACWD wanted to get it increased to \$200. It was discussed 3 times at BPC plus at a meeting of the full board, but the prior Chair would never bring it to a vote. John brought it up again in May, so we put it on the agenda for July. We ran out of time at that meeting, so we added it to the September agenda. After ensuring all directors had a chance to express their desires, the

board did approve the increase and a plan to review board compensation every 5 years. The argument was on past inflation and the time and commuting expenses many members were experiencing. Counsel and staff need to produce some paperwork (and an ordinance) which should come back in November.

Finally, Nicole gave her CEO report. My primary interest was in Tier 2 allocations. She said an agreement has been reached except they want to combine this with another Water Supply Agreement (WSA) amendment on Minimum Purchase Quantity (MPQ) which is costing cities like Sunnyvale millions of dollars a year. By combining these two amendments boards will only have to vote once. This cannot happen by December 31 so in November we can expect to see a new Tier 2 allocation extension. Nicole also gave an update on Bay/Delta, but there was no updated news on the legal so that closed session was cancelled.

After the CEO report we did try something new on Public Comment. Some members of the public (and a few board members) wanted more than the 2 minutes we have been offering so we have instituted a second extended time public comment period after completing our business. Although we had 25 minutes before we had to vacate our meeting room, no public had anything to present, so we adjourned until our next meeting, November 21, at 6:30.