

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
Thursday, February 13, 2025  
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 January 9, 2025.

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

C. Investment Report for Period Ending January 31, 2025.

D. Claims Register for January 31, 2025.

**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):** None

**6. BUSINESS (NEW):**

## **REGULAR MEETING OF THE BOARD OF DIRECTORS**

**February 13, 2025**

**Page 2 of 2**

- A. Consideration to Approve Language Amendment to Fee Schedule Section of the Agreement with Pakpour Consulting Group, Inc., and Approve Billing Rate Increase Effective March 1, 2025.
  - B. Consideration to Approve Billing Rate Increase from District's Attorney, Effective March 1, 2025. (Last increase was December 1, 2023).
  - C. Review/Approve District Newsletter.
  - D. Consideration to Approve Resolution No. 683 of the Board of Directors of the Westborough Water District in Support of the Nomination of Melody McDonald for ACWA/JPIA Executive Committee.
- 7. WRITTEN COMMUNICATIONS:** None
- 8. ATTORNEY'S REPORT:**
- 9. GENERAL MANAGER'S REPORT:**
- A. Engineer's Report. (Pakpour).
  - B. Report on District's Water Conservation for January 2025.
- 10. ITEMS FROM BOARD OF DIRECTORS:**
- A. Report on BAWSCA Meeting of January 16, 2025 (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](mailto: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, January 9, 2025**

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

**1. ROLL CALL:**

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

Staff Present: Michael Conneran, Attorney  
Wendy Bellinger, Office Supervisor  
Patricia Mairena, General Manager

Visitors Present: Jason Del Rosario  
Sergio Medina

**2. PLEDGE OF ALLEGIANCE:** Led by Director Richards.

**3. CONSENT CALENDAR:**

President Amuzie reviewed the list of items on the Consent Calendar with the Board.

General Manager Mairena asked if there were any questions regarding the Consent Calendar.

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

The motion was carried unanimously.

**4. PUBLIC COMMENT:**

Mr. Jason Del Rosario informed the Board of his situation with elderly parents and household residents who, due to dementia, sometimes forget to shut off the faucets. Mr. Del Rosario mentioned that he had purchased aerators from eBay that would shut off when your hand pulls away and the cost was \$15 plus tax. Mr. Del Rosario told the Board this is something they may want to subsidize.

General Manager Mairena asked Mr. Del Rosario to email her the information so that this item may be placed on the agenda for the Board's consideration at a future meeting. General Manager Mairena mentioned that the District did have a budget for water conservation items, so this may be an item they may want to consider.

President Amuzie thanked Mr. Del Rosario for his suggestion.

**5. BUSINESS (OLD): None**

**6. BUSINESS (NEW):**

**A. Appointment of Board Committees by President Amuzie.**

General Manager Mairena displayed the list of the current Board Committees.

President Amuzie stated he had spoken to Director Medina about the ACWA/JPIA Representative Position, and she wanted to give it up. President Amuzie mentioned that he would like to be the ACWA/JPIA Representative and asked if he should open it up for discussion. Attorney Conneran replied that these were the President's assignments, so it was at his discretion and there was no need for the Board to vote on them.

General Manager Mairena stated that Director Medina would need to complete a Leaving Office Form 700, and President Amuzie would need to complete an Assuming Office Statement Form 700. General Manager Mairena also stated that she will be sending both an email with links for filing the forms.

**B. Consideration to Approve Resolution No. 682, Honoring Nicole Sandkulla's Performance As Chief Executive Officer/General Manager of BAWSCA.**

Three of Five  
Minutes of the Regular Meeting of the Board of Directors  
Thursday, January 9, 2025

Director Chambers stated that BAWSCA was encouraging agency members to draft resolutions to be presented to Nicole on her retirement ceremony of January 29, 2025. Director Chambers informed the Board that he had assisted General Manager Mairena in drafting the resolution emphasizing Nicole's instrumental work on behalf of the District, which is 100% dependent on SFPUC water. Director Chambers mentioned that he would like to present this resolution to Nicole on January 29<sup>th</sup>, unless someone else wanted to present it.

Attorney Conneran pointed out that this was a different type of resolution, more ceremonial in nature, such as the one presented to former General Manager Barrow after his retirement.

Director Chambers moved to approve Resolution No. 682, Honoring Nicole Sandkulla's Performance As Chief Executive Officer/General Manager of BAWSCA, seconded by Director Bautista.

Roll Call

Director Bautista	Aye
Director Medina	Aye
Director Richards	Aye
Directors Chambers	Aye
President Amuzie	Aye

The motion was carried unanimously.

**C. Consideration to Authorize Attendance to ACWA/JPIA 2025 Membership Summit and Spring Conference, Monterey, California, May 12 – May 15, 2025.**

President Amuzie inquired if there were any directors who would be interested in attending this event.

General Manager Mairena stated the reason this item is on the agenda so early is that when the blocked rooms open up, staff could make reservations immediately; otherwise, the blocked rooms could be sold out.

President Amuzie expressed his interest in attending this event. General Manager Mairena also expressed her interest to attend.



Four of Five  
Minutes of the Regular Meeting of the Board of Directors  
Thursday, January 9, 2025

Director Chambers moved to approve President Amuzie and General Manager Mairena to attend the ACWA/JPIA 2025 Membership Summit and Spring Conference, Monterey, California, May 12 – May 15, 2025, seconded by Director Bautista.

The motion was carried unanimously.

**7. WRITTEN COMMUNICATIONS:**

**A. Letter Dated December 2, 2024, from ACWA/JPIA Regarding the “President's Special Recognition Award” for Achieving Low Loss Ratio of Claims.**

President Amuzie stated it was great news that General Manager Mairena and staff had achieved a low ratio of “Paid Claims.” President Amuzie also stated that there had been a mention at the JPIA Board of Directors’ Meeting during the ACWA/JPIA 2024 Membership Summit and Fall Conference, of awards being mailed out to districts that have a loss ratio of 20% or less in either Liability, Property, or Workers Compensation programs for a 3-year period, 2020-2023, as of September 2023.

**8. ATTORNEY’S REPORT: None**

**9. GENERAL MANAGER'S REPORT:**

**A. Report on District’s Water Conservation for December 2024.**

General Manager Mairena displayed the comparison chart of water use and reported that water consumption for December 2024 was slightly lower in comparison to the base period SFPUC is using for comparison or 2020-2021, and pointed out that last year’s consumption was extremely low. General Manager Mairena stated that the District was doing well, and was now entering a period of conservation, January to February, to calculate sewer charges.

**B. Update on Tier 2/WSA Adoption.**

General Manager Mairena added reporting on this item due to receiving a phone call today from Danielle McPherson from BAWSCA, asking to push her presentation to the Board on the Tier2/WSA Adoption packet to the March 2025 board meeting, as the SFPUC was not expected to adopt the WSA amendments until mid to late February, and BAWSCA generally preferred that the SFPUC adopted these first.

Five of Five  
Minutes of the Regular Meeting of the Board of Directors  
Thursday, January 9, 2025

**10. ITEMS FROM BOARD OF DIRECTORS:**

- A. Report on the ACWA/JPIA 2024 Membership Summit and Fall Conference, Palm Desert, California, December 2 – December 5, 2024 (Amuzie).**

President Amuzie thanked the Board for the opportunity to attend the ACWA/JPIA 2024 Membership Summit and Fall Conference, reviewed the highlights of his written report, stated that it was a good conference, and asked if there were any questions.

**11. CLOSED SESSION: None**

**12. ADJOURNMENT:**

Without objection, President Amuzie adjourned the meeting.  
Time 8:14 p.m.

---

Secretary

---

President

---

Date

**Westborough Water District**

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



**Chavan & Associates, LLP**  
Certified Public Accountants  
16450 Monterey Road, Ste. 5  
Morgan Hill, CA 95037



## **Westborough Water District**

### **Table of Contents**

---

Accountant's Compilation Report.....	1 - 2
Financial Statements:	
Statement of Net Position .....	3 - 4
Statement of Activities.....	5
Selected Information - Substantially All Disclosures Required by Generally Accepted Accounting Principles are Not Included .....	6
Supplementary Information	
Schedule of Income and Expense - Budget to Actual .....	7
Water Fund Schedule of Income and Expense - Budget to Actual.....	8
Sewer Fund Schedule of Income and Expense - Budget to Actual .....	9



**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 six months ended December 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 six months ended December 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 six months ended December 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*

February 7, 2025  
Morgan Hill, California

**Westborough Water District**  
**Statement of Net Position**  
**December 31, 2024**

**ASSETS**

**Current Assets:**

Cash (Including \$4,221,443 in Time Deposits)	\$ 7,025,107
Receivables	
Water	898,495
Sewer	43,187
Other	183,939
Prepaid Expenses and Other	81,590
Inventory	305,158
Total Current Assets	<u>8,537,476</u>

**Non-Current Assets:**

Lease Receivable	221,792
Utility Plant in Service (Note 5):	
Land	182,633
Work in Progress	221,421
Water Facility	8,231,334
Building	1,503,835
Joint-Use Facilities	94,907
Meters	946,125
Office Furniture and Equipment	160,172
Maintenance Facility	478,623
Sewer Facility	3,465,375
Total Utility Plant in Service (Capital Assets)	<u>15,284,425</u>
Less Accumulated Depreciation	<u>(7,401,108)</u>
Utility Plant in Service-Net Accumulated Depreciation	<u>7,883,317</u>
Total Non-Current Assets	<u>8,105,109</u>
Total Assets	<u>\$ 16,642,585</u>

**DEFERRED OUTFLOWS**

Deferred Pension Outflows	\$ 539,882
Deferred OPEB Outflows	151,580
Total Deferred Outflows	<u>\$ 691,462</u>

(continued)

*See accompanying notes and accountant's compilation report*

**Westborough Water District**  
**Statement of Net Position**  
**December 31, 2024**

**LIABILITIES**

Current Liabilities:

Accounts Payable (Note 2)	\$ 1,537,053
Customers' Deposits	411,890
Unearned Revenue	24,366
Total Current Liabilities	<u>1,973,309</u>

Long-term Liabilities:

Accrued Vacation	129,955
Net Pension Liability	1,031,388
Net OPEB Obligation	207,611
Total Long-term Liabilities	<u>1,368,954</u>
Total Liabilities	<u>\$ 3,342,263</u>

**DEFERRED INFLOWS**

Deferred Lease Inflows	\$ 183,983
Deferred Pension Inflows	105,232
Deferred OPEB Inflows	208,079
Total Deferred Inflows	<u>\$ 497,294</u>

**NET POSITION**

Net Investment in Capital Assets	\$ 7,883,317
Restricted for Capital Facilities	347,103
Unrestricted:	
Reserved for Contingencies	278,273
Reserved for Capital Expenditures	1,916,100
Non-spendable Inventory and Prepaids	386,748
Unappropriated	<u>2,682,949</u>
Total Net Position	<u>\$ 13,494,490</u>

(concluded)

*See accompanying notes and accountant's compilation report*

**Westborough Water District**  
**Statement of Activities**  
**For the Six Months Ended December 31, 2024**

---

**Operating Revenue:**

Water Sales (Note 3)	\$ 2,648,384
Sewer Svc. and Transfer Charges	1,704,299
Misc. Operations	11,751
<b>Total Operating Revenue</b>	<u>4,364,434</u>

**Operating Expense:**

Water Expenditures	1,617,893
Sanitary Sewer Expenditures	1,445,286
Admin. and General Expenditures	713,424
Depreciation	169,593
<b>Total Operating Expenses</b>	<u>3,946,196</u>

<b>Operating Income (Loss)</b>	<b>418,238</b>
--------------------------------	----------------

**Non-operating Income (Expense):**

Property Taxes	487,691
Investment Interest	120,041
Other	94,195
<b>Total Non-operating Income (Expense)</b>	<u>701,927</u>

<b>Change in Net Position</b>	<b>1,120,165</b>
-------------------------------	------------------

<b>Net Position - Beginning</b>	<u>12,374,325</u>
---------------------------------	-------------------

<b>Net Position - Ending</b>	<u><u>\$ 13,494,490</u></u>
------------------------------	-----------------------------

*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**  
**December 31, 2024**

---

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

**NOTE 2 -** Accounts payable at December 31, 2024, includes \$1,353,081 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 \$2,552 to account for uncollectible water receivables for the period.

**NOTE 5 -** Changes in utility plant in-service for the six months ended December 31, 2024, were as follows:

Beginning Balance	\$	15,278,951
Engineering		-
Surveying		-
Contractors		-
Other Fixed Assets		5,474
Ending Balance	\$	<u>15,284,425</u>



**Westborough Water District**  
**Schedule of Income and Expense - Budget to Actual**  
**For the Six Months Ended December 31, 2024**

	December	Year to Date	2024-25 Budget	Percentage to Date	Percentage Variance	\$ Variance YTD Plan
<b>Operating Revenue:</b>						
Water Sales (Note 3)	\$ 402,484	\$ 2,648,384	\$ 4,953,010	53.47%	3.47%	\$ 171,879
Water Misc. Operations	2,871	11,751	20,000	58.76%	8.76%	1,751
Total Water Operating Revenue	405,355	2,660,135	4,973,010	53.49%	3.49%	173,630
Sewer Svc. and Transfer Charges	297,212	1,704,299	3,376,361	50.48%	0.48%	16,119
Total Sewer Operating Revenue	297,212	1,704,299	3,376,361	50.48%	0.48%	16,119
<b>Total Operating Revenue</b>	<b>702,567</b>	<b>4,364,434</b>	<b>8,349,371</b>	<b>52.27%</b>	<b>2.27%</b>	<b>189,749</b>
<b>Operating Expense:</b>						
Water Expenditures	266,340	1,617,893	3,117,576	51.90%	-1.90%	(59,105)
Admin. and General Expenditures	126,154	562,651	1,142,098	49.26%	0.74%	8,398
Depreciation	22,702	135,998	275,093	49.44%	0.56%	1,549
Total Water Operating Expenses	415,196	2,316,542	4,534,767	51.08%	-1.08%	(49,158)
Sanitary Sewer Expenditures	247,344	1,445,286	2,918,715	49.52%	0.48%	14,072
Admin. and General Expenditures	16,653	150,773	384,072	39.26%	10.74%	41,263
Depreciation	5,615	33,595	66,179	50.76%	-0.76%	(506)
Total Sewer Operating Expenses	269,612	1,629,654	3,368,966	48.37%	1.63%	54,829
<b>Total Operating Expenses</b>	<b>684,808</b>	<b>3,946,196</b>	<b>7,903,733</b>	<b>49.93%</b>	<b>0.07%</b>	<b>5,671</b>
<b>Operating Income (Loss)</b>	<b>17,759</b>	<b>418,238</b>	<b>445,638</b>	<b>93.85%</b>	<b>43.85%</b>	<b>195,420</b>
<b>Non-operating Income (Expense):</b>						
Water Property Taxes & Assessments	36,062	345,840	487,900	70.88%	20.88%	101,890
Water Investment Interest	8,029	49,995	52,949	94.42%	44.42%	23,521
Other Non-operating Water Income (Expense)	2,783	16,726	37,000	45.21%	-4.79%	(1,774)
Total Water Non-Operating Income (Expenses)	46,874	412,561	577,849	71.40%	21.40%	123,637
Sewer Property Taxes & Assessments	26,223	141,851	209,100	67.84%	17.84%	37,301
Sewer Investment Interest	11,242	70,046	79,424	88.19%	38.19%	30,334
Other Non-Operating Sewer Income (Expense)	-	77,469	-	100.00%	100.00%	77,469
Total Sewer Non-Operating Income (Expenses)	37,465	289,366	288,524	100.29%	50.29%	145,104
<b>Total Non-operating Income (Expense)</b>	<b>84,339</b>	<b>701,927</b>	<b>866,373</b>	<b>81.02%</b>	<b>31.02%</b>	<b>268,741</b>
<b>Net Income (Loss)</b>	<b>\$ 102,098</b>	<b>\$ 1,120,165</b>	<b>\$ 1,312,011</b>	<b>85.38%</b>	<b>35.38%</b>	<b>\$ 464,160</b>

**Westborough Water District**  
**Water Fund Schedule of Income and Expense - Budget to Actual**  
**For the Six Months Ended December 31, 2024**

	December	Year to Date	2024-25 Budget	Percentage to Date	Percentage Variance	\$ Variance YTD Plan
<b>Water Operating Revenue:</b>						
Water Sales (Note 3)	\$ 402,484	\$ 2,648,384	\$ 4,953,010	53.47%	3.47%	\$ 171,879
Misc. Operations	2,871	11,751	20,000	58.76%	8.76%	1,751
<b>Total Operating Revenue</b>	<b>405,355</b>	<b>2,660,135</b>	<b>4,973,010</b>	<b>53.49%</b>	<b>3.49%</b>	<b>173,630</b>
<b>Water Operating Expense:</b>						
Salaries	60,758	243,687	464,924	52.41%	-2.41%	(11,225)
Salaries Overtime	708	6,216	9,000	69.07%	-19.07%	(1,716)
Benefits	8,918	91,643	134,692	68.04%	-18.04%	(24,297)
Payroll Taxes	3,410	17,847	43,575	40.96%	9.04%	3,941
Technical Communications	956	5,744	13,424	42.79%	7.21%	968
Utilities	14,027	94,487	203,679	46.39%	3.61%	7,353
Supplies and Small Tools	506	7,401	15,000	49.34%	0.66%	99
Maintenance of Sytem	-	36,434	62,900	57.92%	-7.92%	(4,984)
Special Services	15,164	50,591	116,394	43.47%	6.53%	7,606
Vehicle Expense	1,043	8,619	35,000	24.63%	25.37%	8,881
Water Purchases	160,850	1,055,224	2,018,988	52.26%	-2.26%	(45,730)
<b>Admin. and General Expenditures</b>						
Salaries	65,408	260,254	477,321	54.52%	-4.52%	(21,594)
Salaries-Temporary	793	793	2,000	39.65%	10.35%	207
Salaries-Overtime	-	-	2,000	0.00%	50.00%	1,000
Employee Benefits	14,923	119,931	197,564	60.70%	-10.70%	(21,149)
Payroll Taxes	2,165	12,051	44,159	27.29%	22.71%	10,029
Office Supplies and Postage	286	3,194	9,905	32.25%	17.76%	1,759
Memberships	26,511	34,480	50,718	67.98%	-17.98%	(9,121)
Utilities	150	314	1,492	21.05%	28.95%	432
Telephone	-	1,610	3,333	48.30%	1.71%	57
Water Conservation	-	2,298	5,600	41.04%	8.96%	502
Building & Grounds Maintenance	381	7,456	17,057	43.71%	6.29%	1,073
Parking Rentals	315	1,890	4,234	44.64%	5.36%	227
Directors Fees	650	2,000	7,900	25.32%	24.68%	1,950
Engineering Services	-	14,469	45,185	32.02%	17.98%	8,124
Accounting	2,786	17,300	32,795	52.75%	-2.75%	(903)
Legal	750	12,038	15,400	78.17%	-28.18%	(4,339)
Billing	2,178	19,696	39,692	49.62%	0.38%	150
Communications	683	7,747	22,427	34.54%	15.46%	3,467
General Election	-	-	14,000	0.00%	50.00%	7,000
Insurance	3,746	24,830	59,240	41.91%	8.08%	4,789
Bad Debts (Note 1)	-	134	1,000	13.40%	36.60%	366
Travel	709	2,680	14,726	18.20%	31.80%	4,683
Miscellaneous	1,084	3,112	14,502	21.46%	28.54%	4,139
Banking and Cr. Card Fees	2,636	14,374	59,848	24.02%	25.98%	15,550
<b>Total Admin. and General Expenditures</b>	<b>126,154</b>	<b>562,651</b>	<b>1,142,098</b>	<b>49.26%</b>	<b>0.74%</b>	<b>8,398</b>
Depreciation Expense	22,702	135,998	275,093	49.44%	0.56%	1,549
<b>Total Water Operating Expense</b>	<b>415,196</b>	<b>2,316,542</b>	<b>4,534,767</b>	<b>51.08%</b>	<b>-1.08%</b>	<b>(49,158)</b>
<b>Water Operating Income (Loss)</b>	<b>(9,841)</b>	<b>343,593</b>	<b>438,243</b>	<b>78.40%</b>	<b>28.40%</b>	<b>124,472</b>
<b>Water Non-operating Income (Expense):</b>						
Property Taxes	36,062	345,840	487,900	70.88%	20.88%	101,890
Investment Interest	8,029	49,995	52,949	94.42%	44.42%	23,521
Other Non-Operating Water Income (Expense)	2,783	16,726	37,000	45.21%	-4.79%	(1,774)
<b>Total Non-operating Income (Expense)</b>	<b>46,874</b>	<b>412,561</b>	<b>577,849</b>	<b>71.40%</b>	<b>21.40%</b>	<b>123,637</b>
<b>Net Income (Loss)</b>	<b>\$ 37,033</b>	<b>\$ 756,154</b>	<b>\$ 1,016,092</b>	<b>74.42%</b>	<b>24.42%</b>	<b>\$ 248,109</b>

**Westborough Water District**  
**Sewer Fund Schedule of Income and Expense - Budget to Actual**  
**For the Six Months Ended December 31, 2024**

	December	Year to Date	2024-25 Budget	Percentage to Date	Percentage Variance	\$ Variance YTD Plan
<b>Sanitary Sewer Operating Revenue:</b>						
Sewer Svc. and Transfer Charges	\$ 297,212	\$ 1,704,299	\$ 3,376,361	50.48%	0.48%	\$ 16,119
<b>Total Operating Revenue</b>	<b>297,212</b>	<b>1,704,299</b>	<b>3,376,361</b>	<b>50.48%</b>	<b>0.48%</b>	<b>16,119</b>
<b>Sanitary Sewer Operating Expense:</b>						
Treatment & Disposal	225,513	1,353,080	2,706,161	50.00%	0.00%	-
Utilities	14,396	75,095	174,117	43.13%	6.87%	11,965
Repair of Pipelines	-	-	5,000	0.00%	50.00%	2,500
Repair of Pumps	-	-	21,000	0.00%	50.00%	10,500
Miscellaneous Sewer Expenses	7,435	17,111	12,437	137.58%	-87.58%	(10,893)
<b>Admin. and General Expenditure</b>						
Salaries	5,806	37,571	98,263	38.24%	11.77%	11,561
Employee Benefits	-	14,004	40,273	34.77%	15.23%	6,133
Payroll Taxes	248	2,534	9,586	26.43%	23.57%	2,259
Office Supplies and Postage	124	1,415	4,246	33.33%	16.67%	708
Memberships	-	147	486	30.25%	19.75%	96
Telephone	-	690	1,428	48.32%	1.68%	24
Water Conservation	-	985	2,400	41.04%	8.96%	215
Building & Grounds Maintenance	163	580	3,571	16.24%	33.77%	1,206
Parking Rentals	135	810	1,814	44.65%	5.35%	97
Directors Fees	250	1,600	4,400	36.36%	13.64%	600
Engineering Services	-	17,464	40,880	42.72%	7.28%	2,976
Accounting	2,786	16,600	32,795	50.62%	-0.62%	(203)
Legal	750	11,958	15,400	77.65%	-27.66%	(4,259)
Billing	1,171	8,673	17,011	50.98%	-0.99%	(168)
Communications	1,133	8,207	24,096	34.06%	15.94%	3,841
General Election	-	-	14,000	0.00%	50.00%	7,000
Insurance	3,747	24,830	59,241	41.91%	8.09%	4,791
Bad Debts (Note 1)	-	134	1,000	13.40%	36.60%	366
Miscellaneous	48	688	6,532	10.53%	39.47%	2,578
Banking and Cr. Card Fees	292	1,883	6,650	28.32%	21.68%	1,442
<b>Total Admin. and General Expenditures</b>	<b>16,653</b>	<b>150,773</b>	<b>384,072</b>	<b>39.26%</b>	<b>10.74%</b>	<b>41,263</b>
Depreciation Expense	5,615	33,595	66,179	50.76%	-0.76%	(506)
<b>Total Sanitary Sewer Operating Expense</b>	<b>269,612</b>	<b>1,629,654</b>	<b>3,368,966</b>	<b>48.37%</b>	<b>1.63%</b>	<b>54,829</b>
<b>Sanitary Sewer Operating Income (Loss)</b>	<b>27,600</b>	<b>74,645</b>	<b>7,395</b>	<b>1009.40%</b>	<b>959.41%</b>	<b>70,948</b>
<b>Sanitary Sewer Non-operating Income (Expense):</b>						
Property Taxes	26,223	141,851	209,100	67.84%	17.84%	37,301
Investment Interest	11,242	70,046	79,424	88.19%	38.19%	30,334
Other Non-operating Sewer Income (Expense)	-	77,469	-	100.00%	100.00%	77,469
<b>Total Non-operating Income (Expense)</b>	<b>37,465</b>	<b>289,366</b>	<b>288,524</b>	<b>100.29%</b>	<b>50.29%</b>	<b>145,104</b>
<b>Net Income (Loss)</b>	<b>\$ 65,065</b>	<b>\$ 364,011</b>	<b>\$ 295,919</b>	<b>123.01%</b>	<b>73.01%</b>	<b>\$ 216,052</b>

WESTBOROUGH WATER DISTRICT  
INVESTMENT REPORT FOR PERIOD ENDING: JANUARY 31, 2025

LOCAL AGENCY INVESTMENT FUND  
MONTHLY ACTIVITY REPORT

<u>DATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>TRANSACTION BALANCE</u>
Beginnning Balance			\$4,081,118.02
04/09/20	\$ 1,500,000.00	Deposit - TCB (SM County - Sewer Charges Revenue)	\$5,581,118.02
04/15/20	\$ 46,830.14	Interest Earned	\$5,627,948.16
Ending Balance			\$5,627,948.16

Total Investments Last Report Period = \$4,081,118.02  
Total Investments at End of Report Period = \$5,627,948.16

Effective Interest Rate: 4.434%  
(as of 12/24)

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

February 07, 2025

[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

January 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/7/2025	1/6/2025	RD	1765094	1725647	PATRICIA MAIRENA	1,500,000.00
1/15/2025	1/14/2025	QRD	1767043	N/A	SYSTEM	46,830.14

### Account Summary

Total Deposit:	1,546,830.14	Beginning Balance:	4,081,118.02
Total Withdrawal:	0.00	Ending Balance:	5,627,948.16

WESTBOROUGH WATER DISTRICT  
INVESTMENT REPORT FOR PERIOD ENDING: JANUARY 31, 2025

MULTI-BANK SECURITIES, INC.  
MONTHLY ACTIVITY REPORT

<u>DATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>TRANSACTION BALANCE</u>
		Beginnning Balance	\$142,147.72
01/31/25	\$ (524.81)	Change in Account Value	\$141,622.91
		Ending Balance	\$141,622.91

Total Investments Last Report Period = \$142,147.72  
Total Investments at End of Report Period = \$141,622.91

Effective Interest Rate: 3.700%  
(to maturity - 10/08/26)

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.*





1000 Town Center, Suite 2300  
Southfield, MI 48075  
(800) 967-9045  
Member of FINRA & SIPC; MSRB Registered.

## Brokerage Account Statement

Scan for  
Online Access



January 1, 2025 - January 31, 2025  
Account Number: RMB-023565

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

### Portfolio at a Glance

	This Period
BEGINNING ACCOUNT VALUE	\$142,147.72
Net Change in Portfolio <sup>1</sup>	-524.81
ENDING ACCOUNT VALUE	\$141,622.91
Estimated Annual Income	\$5,291.00

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

### Asset Summary

Percent	Asset Type	Last Period	This Period
100%	Fixed Income	142,147.72	141,622.91
100%	Account Total	\$142,147.72	\$141,622.91

Please review your allocation periodically with your Account Executive.  
Your Account is 100% invested in Fixed Income.

### 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@mbsscurities.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.

Portfolio Holdings

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
<b>FIXED INCOME 100.00% of Portfolio</b> (In Maturity Date Sequence)						
<b>Certificates of Deposit</b>						
VALLEY NATL BK PASSAIC N J CTF DEP 3.700% 10/08/26 B/E DTD 10/08/24 ACT/365 1ST CPN DTE 04/08/25 Security Identifier: 919853PF2	143,000.0000	99.0370	141,622.91	1,667.03	5,291.00	3.73%
<b>Total Certificates of Deposit</b>	143,000.0000		\$141,622.91	\$1,667.03	\$5,291.00	
<b>TOTAL FIXED INCOME</b>	143,000.0000		\$141,622.91	\$1,667.03	\$5,291.00	
<b>Total Portfolio Holdings</b>				<b>Accrued Interest</b>	<b>Estimated Annual Income</b>	
				Market Value		
				\$141,622.91	\$5,291.00	

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.



January 1, 2025 - January 31, 2025  
WESTBOROUGH WATER DISTRICT**Portfolio Holdings Disclosures (continued)****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.bny.com/pershing/us/en/disclosures.html](http://www.bny.com/pershing/us/en/disclosures.html) for specific details as to formulas used to calculate the figures. Accrued interest represents interest earned but not yet received.

**Reinvestment**

The dollar amount of Mutual Fund distributions, Money Market Fund dividend income, Bank Deposit interest income, or dividends for other securities shown on your statement may have been reinvested. You will not receive confirmation of these reinvestments. Upon written request to your financial institution, information pertaining to these transactions, including the time of execution and the name of the person from whom your security was purchased, may be obtained. In dividend reinvestment transactions, Pershing acts as your agent and receives payment for order flow.

**Option Disclosure**

Information with respect to commissions and other charges incurred in connection with the execution of option transactions has been included in confirmations previously furnished to you. A summary of this information is available to you promptly upon your written request directed to your introducing firm. In order to assist your introducing firm in maintaining current background and financial information concerning your option accounts, please promptly advise them in writing of any material change in your investment objectives or financial situation. Expiring options which are valuable are exercised automatically pursuant to the exercise by exception procedure of the Options Clearing Corporation. Additional information regarding this procedure is available upon written request to your introducing firm.

**Certificates of Deposit**

Certificates of Deposit acquired through the Certificate of Deposit Account Registry Service ("CDARS") and held in your brokerage account are subject to Securities Investor Protection Corporation (SIPC) coverage. Please see additional information about SIPC under Important Information and Disclosures on this statement.

Please be advised that the secondary market for CDs is generally illiquid; the actual value of CDs may be different from their purchase price; and a significant loss of principal could result if your CDs are sold prior to maturity. In the event that the CDs listed above do not indicate a market valuation, an accurate market value could not be determined. In the event that a price is listed above for your CDs, Pershing has obtained a price from sources deemed to be reliable or has priced your CDs using a matrix formula. Prices are estimates and the actual value you may obtain for your CD may be different if you elect to sell your CD in the secondary market.

**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

3.C.6



## Portfolio Holdings Disclosures (continued)

### Proxy Vote (continued)

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 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.

## Messages

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).

**Important Reminder for Pershing's 2024 IRS Forms 1099 (B, DIV, INT, OID and MISC):** As a reminder, by February 15, 2025, you will be mailed either your 1099 form or a special Pending 1099 Notice. The Pending 1099 Notice will be sent if issuers of securities you hold have not yet provided their final tax information or we have not completed our final processing and review. It will inform you of the securities that are pending final reporting and will provide the anticipated mail date of your 1099 form. Your 1099 will be mailed no later than March 15, 2025.



January 1, 2025 - January 31, 2025  
WESTBOROUGH WATER DISTRICT**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. An explanatory brochure is available upon request at [www.sipc.org](http://www.sipc.org). In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits. For more detailed information please visit: [www.bny.com/pershing/us/en/about/strength-and-stability.html](http://www.bny.com/pershing/us/en/about/strength-and-stability.html)
- 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.

**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

**Important Information and Disclosures (continued)****Important Arbitration Agreement (continued)**

(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.**

## CLAIMS REGISTER: JANUARY 2025

### 1. GENERAL ACCOUNT FUND:

Total from Cash Disbursements \$ 142,423.05

#### Checks Issued During Month:

ACWA-JPIA (Health Benefits & Ins.-02/25)	15,287.45
ACWA/JPIA (Workers' Compensation Program, 10/01/24-12/31/24)	4,621.01
Amuzie, Don (Remburse Director Amuzie for Laptop)	500.00
Aqua-Metric Sales (Annual Sensus Software Support Agmt, 02/25-02/26)	3,552.00
AT&T (P.S. Phone Bill to 01/01/25)	852.47
AT&T Mobility (Field & Office Cell Phones, 12/03/24-01/02/25)	336.09
BAWSCA (Water Loss Control Program, 12/24)	7,496.00
Bay Alarm (Skyline P.S. Burglar Alarm Monitoring, 02/01/25-04/30/25)	214.32
Bay Alarm (Skyline Bldg. Burglar Alarm Monitoring, 02/01/25-04/30/25)	309.63
Bay Alarm (Skyline Bldg. Cell Upgrade & Fire Alarm 02/01/25-04/30/25)	429.42
CalPERS (Retirement Contributions-01/15/25)	6,825.92
CalPERS (Retirement Contributions-01/31/25)	6,825.92
Chavan & Associates, LLP (Accounting Services 09/24-11/24)	7,500.00
Colina Association (Three Parking Spaces Rental, 02/25)	450.00
Direct Line (Answering Service, 12/15/24-01/14/25)	312.30
DKF Solutions Group, LLC (Printing of The SERP & Workbooks)	573.88
EFTPS (Employment Taxes-01/15/25)	12,283.78
EFTPS (Employment Taxes-01/31/25)	11,938.40
EDD (Employment Taxes-01/15/25)	2,898.82
EDD (Employment Taxes-01/31/25)	2,757.03
Employment Develop. Dept. (Quarterly Payroll Taxes-4th Qtr.)	30.40
Hach (Water Sampling Supplies)	239.38
Hanson Bridgett LLP (Special Legal Services-Admin & Monthly Retainer-12/24)	2,055.00
Home Depot Credit Services (Field Supplies to 01/13/25)	65.53
Liftoff Digital, LLC (Web Reporting & Hosting, 01/25)	75.00
Lowe's Business (Field Supplies to 01/17/25)	6.56
Mairena, Patricia (GM Mairena's Internet Services, 12/24/24-01/26/25) & 12/24 Gym Membership)	84.99
MRC (Xerox Copier Maintenance Agreement, 12/19/24-01/18/25)	220.80
Office Depot (Office Supplies, Toners & Breakroom Supplies)	411.23
O'Reilly Auto Parts (Field Truck Supplies)	354.47
PG&E (Summary Bill to 01/18/25)	25,325.19
SF Water Dept. (Water Purchases, 12/06/24-01/06/25)	168,947.91
San Mateo County (2nd Property Tax Installment)	1,333.47
Secretary of State (Notary Commission Fee - Patricia Mairena)	40.00
So. SF Scavengers (Garbage Services, 12/24)	122.40
Trap's Tire & Auto Ctr. (Dump Truck Repairs)	8,037.77
Tri Counties Bank (Monthly Credit Card Charges Thur 12/31/24)	1,310.76
WEX Bank (Wright Express-Gas Purchases to 01/15/25)	808.90

SUB-TOTAL \$ 437,857.25

#### Updated Checks Voided During Month:

None	-
------	---

TOTAL CLAIMS REGISTER AMOUNT \$ 437,857.25

REPORT.: Feb 10 25 Monday  
 RUN....: Feb 10 25 Time: 11:58  
 Run By.: Wendy Bellinger  
 Control Date.: 02/10/25

WESTBOROUGH WATER DISTRICT  
 Accounts Payable Cash Requirements

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

Posting Period...: 02-25 Fiscal Period...: (08-25) Cash Account No...: 13110

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

Invoice No	Description	Invoice Date	Actual Period	G/L	Account #	Gross Amount	Discount Amount	Net Amount
010125-	DIRECTOR AMUZIE'S INTERNET SERVICE, 01/10-02/09	01/01/25	02-25	A	59450	65.00	.00	65.00
		01/01/25	08-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

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

012225-	DIRECTOR BAUTISTA'S INTERNET SERVICE, 02/25	01/22/25	02-25	A	59450	65.00	.00	65.00
		01/22/25	08-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: CAS01 (PETTY CASH)

021025-	MISC. EXPENSE, 01/25	02/10/25	02-25	A	59450	95.12	.00	95.12
		02/10/25	08-25					
** Vendor's Subtotal ----->						95.12	.00	95.12

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

011125-	DIRECTOR CHAMBERS' INTERNET SERVICE, 01/16-02/15	01/11/25	02-25	A	59450	65.00	.00	65.00
		01/11/25	08-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: DAL02 (DALY CITY, CITY OF)

012225-	2400 TARA LN, SSF. - SEWER LATERAL PERMIT	01/22/25	02-25	A	59450	100.00	.00	100.00
		01/22/25	08-25					
** Vendor's Subtotal ----->						100.00	.00	100.00

VENDOR I.D.: HAC01 (HACH COMPANY)

14342797-	WATER SAMPLING SUPPLIES	01/24/25	02-25	A	59450	109.71	.00	109.71
		01/24/25	08-25					
** Vendor's Subtotal ----->						109.71	.00	109.71

VENDOR I.D.: MCC02 (MCCRACKEN, JOSEPH)

012925-	ONE WWD HET REBATE FOR ACCT NO. MCC0010	01/29/25	02-25	A	59450	50.00	.00	50.00
		01/29/25	08-25					
** Vendor's Subtotal ----->						50.00	.00	50.00

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

010125-	DIRECTOR MEDINA'S INTERNET SERVICE, 01/10-02/09	01/01/25	02-25	A	59450	65.00	.00	65.00
		01/01/25	08-25					
** Vendor's Subtotal ----->						65.00	.00	65.00

VENDOR I.D.: ORE01 (O'REILLY AUTO PARTS)

313813080-	FIELD TRUCK SUPPLIES	01/31/25	02-25	A	59450	7.90	.00	7.90
		01/31/25	08-25					
** Vendor's Subtotal ----->						7.90	.00	7.90

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



Invoice No	Description	Invoice Date	Actual Period	G/L Account #	Discount	Gross Amount	Discount Amount	Net Amount
		Due Date	Fiscal Tm					
4630-	ENGINEERING SERVICES, 12/24	01/06/25	02-25	A	59450	44495.70	.00	44495.70
		01/06/25	08-25					
4651-	ENGINEERING SERVICES, 01/25	02/06/25	02-25	A	59450	34958.02	.00	34958.02
		02/06/25	08-25					
** Vendor's Subtotal ----->						79453.72	.00	79453.72
VENDOR I.D.: RIC03 (RICHARDS, JULIE L)								
123124-	DIRECTOR RICHARDS' INTERNET SERVICE, 01/25	12/31/24	02-25	A	59450	65.00	.00	65.00
		12/31/24	08-25					
** Vendor's Subtotal ----->						65.00	.00	65.00
VENDOR I.D.: SAN02 (SFPUC FINANCIAL SERV.-FINANCE)								
I0003867-	SUB, THM, HALOCETRIC & BACTERIA ANALYSES, 12/24	01/16/25	02-25	A	59450	1565.00	.00	1565.00
		01/16/25	08-25					
** Vendor's Subtotal ----->						1565.00	.00	1565.00
VENDOR I.D.: UNI06 (UNIFIED POWER)								
303323-	BLOCK HEATER REPLACEMENT @ ROWNTREE L.S.	01/28/25	02-25	A	59450	2188.78	.00	2188.78
		01/28/25	08-25					
303792-	GENERATOR REPAIRS @ WESTBOROUGH L.S.	01/30/25	02-25	A	59450	3175.39	.00	3175.39
		01/30/25	08-25					
** Vendor's Subtotal ----->						5364.17	.00	5364.17
VENDOR I.D.: WES02 (W.W.D. PAYROLL ACCOUNT)								
013125-	PAYROLL TRANSFER. 01/25	01/31/25	02-25	A	59450	54572.37	.00	54572.37
		01/31/25	08-25					
** Vendor's Subtotal ----->						54572.37	.00	54572.37
VENDOR I.D.: \A013 (SADEQ ALGAHAIM )								
000C50101-	MQ CUSTOMER REFUND FOR ALG0001	02/03/25	02-25	Z	59450	136.83	.00	136.83
		02/03/25	08-25					
** Vendor's Subtotal ----->						136.83	.00	136.83
VENDOR I.D.: \C021 (VICENTE CRUZ )								
000C50101-	MQ CUSTOMER REFUND FOR CRU0072	02/03/25	02-25	Z	59450	125.71	.00	125.71
		02/03/25	08-25					
** Vendor's Subtotal ----->						125.71	.00	125.71
VENDOR I.D.: \D010 (JYOTI DHILLON )								
000C50101-	MQ CUSTOMER REFUND FOR DHI0003	02/03/25	02-25	Z	59450	135.73	.00	135.73
		02/03/25	08-25					
** Vendor's Subtotal ----->						135.73	.00	135.73
VENDOR I.D.: \H014 (QI BIN HUANG )								
000C50101-	MQ CUSTOMER REFUND FOR HUA0050	02/03/25	02-25	Z	59450	83.57	.00	83.57
		02/03/25	08-25					
** Vendor's Subtotal ----->						83.57	.00	83.57

REPORT.: Feb 10 25 Monday  
 RUN....: Feb 10 25 Time: 11:58  
 Run By.: Wendy Bellinger  
 Control Date.: 02/10/25

WESTBOROUGH WATER DISTRICT  
 Accounts Payable Cash Requirements

PAGE: 003  
 ID #: PY-RP  
 CTL.: 000

Posting Period...: 02-25 Fiscal Period...: (08-25) Cash Account No...: 13110

VENDOR I.D.: \M010 (DORA MOK )

		Invoice Date	Actual Period					
Invoice No	Description	Due Date	Fiscal Tm	G/L Account #	Discount	Gross Amount	Discount Amount	Net Amount
000C50101-	MQ CUSTOMER REFUND FOR MOK0006	02/03/25	02-25	Z	59450	112.53	.00	112.53
		02/03/25	08-25					
		** Vendor's Subtotal ----->					112.53	.00

VENDOR I.D.: \P004 (MICHAEL HANNA & DANA PACHECO)

000C50101-	MQ CUSTOMER REFUND FOR PAC0021	02/03/25	02-25	Z	59450	115.83	.00	115.83
		02/03/25	08-25					
				** Vendor's Subtotal ----->		115.83	.00	115.83

VENDOR I.D.: \T016 (ALAN TAM )

000C50101-	MQ CUSTOMER REFUND FOR TAM0077	02/03/25	02-25	Z	59450	69.86	.00	69.86	
		02/03/25	08-25						
			** Vendor's Subtotal ----->				69.86	.00	69.86
			** Report's Total ----->				142423.05	.00	142423.05

\*\* Total Vendors On This Report -----> 21  
 ===

\*\* Total Vendors Needing Checks -----> 21  
 ===

Code Title  
 ---  
 A IMMEDIATE

## Patricia Mairena

---

**From:** Joubin Pakpour <JPakpour@pcgengr.com>  
**Sent:** Friday, January 3, 2025 1:10 PM  
**To:** Michael N. Conneran; Patricia Mairena  
**Cc:** Brandon Laurie  
**Subject:** PCG Contract Addendum  
**Attachments:** 21.08.11-PCG District Engineer PSA-Final-Executed.pdf; First Amendment to MPWD-Pakpour Consulting Group Agreement for Engineering Services.docx; First Amendment to PHWD-Pakpour Consulting Group Agreement for Engineering Services-Executed (PHWD).pdf; First Amendment to MPWD-Pakpour Consulting Group Agreement for Engineering Services-Executed (MPWD).pdf

Hi Paty and Mike, Happy New Year,

If you recall last year, we requested a small adjustment to our contract language that clarifies our rate increases. We share the same contract with all three of our water district clients that also share Hanson Bridgett as their attorney. Both MPWD and PHWD Boards have approved the contract amendment (attached). I have prepared a similar amendment for WWD and would like to request it placed on the February board meeting agenda (the other district had it under consent). I will be there in February to give an update on the tank projects and answer any questions the board may have about this addendum.

The requested change is summarized it below. We would like to make a change to the **Fee Schedule Section** of our contract since it is not very clear.

**Current Section 4.A.ii reads:**

*Upon approval by DISTRCT Board of Directors, revisions to the Fee Schedule made pursuant to this section shall be effective as of the anniversary date of this Agreement for the calendar year in which such revisions were approved.*

**Proposed Section 4.A.ii would read:**

*Upon approval by DISTRCT Board of Directors, revisions to the Fee Schedule made pursuant to this section, shall be effective the following month in which such revisions were approved. Revisions to Fee Schedule are limited once every 12 months.*

Thank you  
Joubin

## FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

This first amendment (First Amendment) to the Professional Services Agreement is made as of this 13<sup>th</sup> day of February, 2025, by and between Westborough Water District (District) and Pakpour Consulting Group, Inc. (Engineer).

WHEREAS, on August 11, 2021, the District entered into an amended and restated agreement with Engineer for engineering services for the District (Agreement); and

WHEREAS, the District and Engineer desire to amend the Agreement to clarify Section 4 of the Agreement regarding amendments to the Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

A. Compensation. Section 4.A.ii is deleted in its entirety and replaced with the following:

Upon approval by the DISTRICT Board of Directors, revisions to the Fee Schedule made pursuant to this section shall be effective the following month in which such revisions were approved. Revisions to the Fee Schedule are limited to once every 12 months.

B. Effect on Agreement. Except for the modifications to the Agreement expressly set forth in the First Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Professional Services Agreement by their duly authorized representatives as of the date first written above.

**WESTBOROUGH WATER DISTRICT**

**PAKPOUR CONSULTING GROUP, INC.\***

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
Joubin Pakpour  
President

By: \_\_\_\_\_  
Gary Ushiro  
Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for District

\* Two officers of the corporation consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the Engineer will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.



February 6, 2025

Patricia Mairena  
General Manager  
**Westborough Water District**  
2263 Westborough Blvd  
South San Francisco, CA 94083-2747

**Subject: Request for Billing Rate Increase**

Dear Patricia,


We respectfully request an adjustment to our billing rates effective March 1, 2025 as detailed on the next page. We last adjusted our billing rates 12 months ago on March 1, 2024. The request represents an average increase of **4%**.

A 5% direct expense fee will continue to be added to the above rates for mileage, telephone, plots, prints, etc. Sub-consultants will continue to be billed at cost plus 10%.

Thank you for your consideration. Should you have any questions please do not hesitate to contact me at (925) 224-7717.

Very truly yours,

***Pakpour Consulting Group, Inc.***

DocuSigned by:  
  
FD1650F8C0904EA...

Joubin Pakpour, PE  
President

J:\Projects\Westborough Water District - 10025.00\Contract\2025\00-WWD-Mairena-24.02.06-Rate Increase.docx

**PAKPOUR CONSULTING GROUP, INC.**

6601 Owens Drive, Suite 230, Pleasanton, CA 94588 | 925-224-7717 | [pcgengr.com](http://pcgengr.com)

February 6, 2025 – Page 2  
Mairena – Rate Increase

	Mar-25	Mar-24
<b>Principal Engineer (District Engineer)</b>	\$270	\$260
<b>Senior Engineer</b>	\$235	\$225
<b>Senior Designer</b>	\$225	\$215
<b>Associate Engineer</b>	\$215	\$205
<b>Associate Designer</b>	\$205	\$195
<b>Project Engineer</b>	\$190	\$185
<b>Project Designer</b>	\$180	\$175
<b>Assistant Engineer</b>	\$165	\$160
<b>Assistant Designer</b>	\$155	\$150
<b>Engineering Technician</b>	\$125	\$120
<b>Administrative Assistant</b>	\$90	\$85
<b>Public Works Inspector</b>	\$180	\$170
<b>Sub-Consultant Markup</b>	10%	10%



## AMENDED AND RESTATED CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 12<sup>th</sup> day of August 11, 2021 by and between the WESTBOROUGH WATER DISTRICT ("DISTRICT") and PAKPOUR CONSULTING GROUP, INC. ("ENGINEER").

WHEREAS, the DISTRICT desires to obtain professional engineering services in connection with the planning, design, construction, management, and operation of the DISTRICT's water system and to designate a "District Engineer;" and

WHEREAS, the ENGINEER is a qualified professional engineering firm and desires to furnish such services.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. ENGINEER agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services") as described more particularly herein. In the performance of the Services, ENGINEER represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by engineers providing similar services. ENGINEER further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform the Services and agrees to maintain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES. ENGINEER agrees to furnish to the DISTRICT all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional engineering consulting services necessary to act as the District Engineer. Services shall be provided under two general categories: General District Engineer Services and Task Order Services, as described more fully herein.

A. General District Engineer Services. ENGINEER shall provide the following Services ("Ongoing Services"), to be billed on an hourly basis:

- Conduct routine DISTRICT business;
- Maintain availability to the DISTRICT in the event of emergencies;
- Additional duties or responsibilities agreed to in writing by the parties.

B. Task Order Services. Upon execution and delivery of a Task Order by the DISTRICT, ENGINEER shall perform professional engineering and consulting Services in addition to those defined as Ongoing Services ("Task Order Services"). Such Task Order Services may include, but are not limited to: preliminary investigations, cost studies, feasibility studies, economic analyses, and forecasts; general administration and management of on-going DISTRICT affairs; special planning, engineering studies, appraisals, and utility rate analyses financial/budgetary planning; technical advice; general supervision and direction to DISTRICT staff; general engineering advice to and on the behalf of DISTRICT staff; representation of the DISTRICT at meetings as necessary to properly execute the duties and/or provide the services listed herein, including technical representation of the District at meetings or conferences with regulatory, municipal, county, and state agencies; review and checking of maps, plans permits and other documents; design, document preparation, contract administration, and inspection for



DISTRICT utility and public works projects; surveying and mapping; construction plans, specifications and contract documents, and all permit submittals; reports on project activities; and other DISTRICT matters reasonably related to engineering or the Services described in this Agreement.

i. **Special Engineering Projects.** Except those projects described in subdivisions ii. and iii., below, all Task Order Services requested by the DISTRICT, including, but not limited to, non-routine engineering investigation, reports or projects shall be classified as Special Engineering Projects. Improvement projects with a construction cost under one hundred thousand dollars (\$100,000), or as otherwise designated in writing by the DISTRICT General Manager, shall also be classified as Special Engineering Projects. At the discretion of the General Manager, ENGINEER may be required to prepare a scope of work, budget, and schedule for a Special Engineering Assignment.

ii. **Major Improvement Projects.** All Task Order Services related to the preparation of plans, specifications, cost estimates, engineering services during construction of improvement projects, and/or construction management services, and which cost one hundred thousand dollars (\$100,000) or more, or as otherwise designated in writing by the DISTRICT General Manager, shall be classified as Major Improvement Projects. ENGINEER shall submit a detailed scope of work, budget, and schedule for each Major Improvement Project for review and approval by the DISTRICT General Manager. The scope shall specify the responsibilities of the DISTRICT and shall include a schedule for completing the work.

iii. **Subdivision and Development Projects.** All Task Order Services related to review and processing of subdivision and other development projects in accordance with the DISTRICT's regulations concerning water service extensions and water system improvements shall be classified as Subdivision and Development Projects. Such work may include initial review of subdivision and other development projects, including, but not limited to, tentative maps and easement processing, final review of subdivision and other development improvement plans, and observation of construction methods and materials used in the construction of subdivision or other development improvements.

3. **TERM.** This Agreement shall be deemed effective as of the date of July 1, 2015. ENGINEER shall serve the DISTRICT at the pleasure of the Board of Directors of DISTRICT. The DISTRICT shall have the right and power to terminate this Agreement at any time, such termination to take effect sixty (60) days after the delivery of written notice to ENGINEER. ENGINEER shall have the right to terminate this Agreement at any time, such termination to take effect sixty (60) days after delivering written notice to the Board of Directors.

4. **COMPENSATION.** In consideration of Services performed as described in Section 0, the DISTRICT shall compensate and reimburse ENGINEER as follows:

A. **Fee Schedule.**

i. The Fee Schedule is set forth in Exhibit A, attached hereto and incorporated herein, as may be revised from time to time pursuant to this Agreement.

ii. Upon approval by the DISTRICT Board of Directors, revisions to the Fee Schedule made pursuant to this section shall be effective as of the anniversary date of this Agreement for the calendar year in which such revisions were approved.

B. **Compensation.** DISTRICT shall pay a monthly Retainer fee for Ongoing Services in accordance with the Fee Schedule. DISTRICT shall compensate ENGINEER for Task Order Services in accordance with the Fee Schedule.

C. Project Budgets. For any project where ENGINEER is required to prepare and submit a budget, including any Major Improvement Project, ENGINEER shall not exceed the cost ceiling set forth in the approved budget without written approval of the DISTRICT.

5. MANNER OF PAYMENT. ENGINEER shall submit invoices to DISTRICT on a monthly basis for work accomplished on an hourly rate plus expenses basis in accordance with Exhibit A. ENGINEER shall receive payments based on all services actually performed. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Westborough Water District  
2263 Westborough Blvd  
South San Francisco, CA 94083-2747  
Attn: Patricia Mairena, General Manager

6. 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 such person or persons as they shall designate in writing from time to time, shall represent and act for the DISTRICT.

7. ENGINEER'S STATUS. Neither the ENGINEER nor any party contracting with the ENGINEER shall be deemed to be an agent or employee of the DISTRICT. The ENGINEER is and shall be an independent contractor and the legal relationship of any person performing services for the ENGINEER's shall be one solely between said parties.

8. ASSIGNMENT. ENGINEER shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of DISTRICT.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by ENGINEER shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of the ENGINEER or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the ENGINEER shall replace it at its own expense and the ENGINEER hereby assumes all risks of loss, damage or destruction of or to such materials. The ENGINEER may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES. All Task Orders executed by the DISTRICT for Services described in this Agreement shall be deemed executed pursuant to this Agreement. The DISTRICT may, at any time and in writing, make changes to a Task Order within the Scope of Services described in this Agreement by issuing a Change Order. If such Change Order results in an increase to the costs set forth in the approved budget for such Task Order Services or results in an increase to the time necessary for performance of the Task Order Services beyond the schedule submitted by ENGINEER, DISTRICT shall approve a revised budget, schedule, or both as a condition of issuing such Change Order.

In the event ENGINEER has notice of any unanticipated condition or contingency that may affect its performance of the Services with regard to the submitted budget and/or schedule, ENGINEER shall immediately notify the DISTRICT in writing. The written notice shall detail the circumstances giving rise to the unforeseen condition or contingency and shall set forth a proposed budget and/or schedule adjustment. ENGINEER shall deliver such notice to the DISTRICT prior to performing any Services

related to the proposed budget and/or schedule adjustment. Approval by DISTRICT of budget and/or schedule changes must be in writing.

11. RESPONSIBILITY; INDEMNIFICATION. ENGINEER agrees to indemnify, defend and hold harmless the DISTRICT, and its directors, agents, and employees from and against all claims, losses, damages and liabilities (including reasonable attorneys' fees) arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of the Agreement to the extent caused by ENGINEER's recklessness or willful misconduct; or by ENGINEER's negligent provision or omission of services contemplated by this Agreement.

Irrespective of any language to the contrary in this Agreement or under applicable law, ENGINEER shall have no duty to provide or fund up-front defense costs of DISTRICT against unproven claims or allegations, but shall reimburse those reasonable attorneys' fees, expert fees and all other costs and fees incurred in any judicial proceeding, litigation, arbitration, mediation or other negotiated settlement incurred by DISTRICT that are caused by the negligence, recklessness or willful misconduct of ENGINEER, its employees, agents and subconsultants (collectively, "Defense Costs"). However, ENGINEER shall provide its immediate cooperation, at no additional cost to the DISTRICT, to the DISTRICT in defending such claims. Moreover, ENGINEER's responsibility for the DISTRICT's defense costs shall be limited to the proportion of ENGINEER's responsibility for the underlying injury as determined in any judicial proceeding, litigation, arbitration, mediation, or other negotiated settlement which addressed the ENGINEER's responsibility for the underlying injury. In the event that it is determined that the losses, injuries or damages claimed against the DISTRICT did not arise out of, pertain to, or relate to ENGINEER's negligence, recklessness or willful misconduct, ENGINEER shall not be responsible for any portion of the DISTRICT's defense costs. This indemnity shall survive the termination of this Agreement.

12. INSURANCE.

A. Workers' Compensation. If ENGINEER employs any person to perform work in connection with this Agreement, ENGINEER 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 when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, ENGINEER shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT. Such insurance shall also contain a waiver of subrogation in favor of the Westborough Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Commercial General and Automobile Liability Insurance. ENGINEER shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering ENGINEER and the DISTRICT for liability arising out of the operations and activities of ENGINEER and any subcontractors. ENGINEER shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of ENGINEER in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with ENGINEER's activities, the Westborough Water District, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy (ies) is Primary Insurance and that 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 the DISTRICT.

Inclusion of the 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 ENGINEER. The policy shall protect ENGINEER and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall 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. Such insurance shall also contain a waiver of subrogation in favor of the Westborough Water District and its Directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally

Prior to commencement of work hereunder, ENGINEER shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. Professional Liability Insurance. ENGINEER shall also maintain Professional Liability Insurance covering ENGINEER's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, ENGINEER shall furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

D. Deductibles and Retentions. ENGINEER shall be responsible for payment of any deductible or retention on ENGINEER's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the ENGINEER or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, ENGINEER shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of ENGINEER, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if ENGINEER or subcontractor is not a named defendant in the lawsuit.

13. NOTICES. All communications relating to the day-to-day activities of the project shall be exchanged between the DISTRICT's General Manager and ENGINEER's Principals.

All other 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 South San Francisco, CA 94083-2747 Attn: Patricia Mairena, General Manager
---------------------	--

If to the ENGINEER:

Pakpour Consulting Group, Inc.  
5776 Stoneridge Mall Road, Suite 320  
Pleasanton, CA 94588  
ATTENTION: Joubin Pakpour, President

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.

14. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15. MISCELLANEOUS

A. Records. During the term of this Agreement, ENGINEER shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. District Warranties. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. ENGINEER shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

D. Use of Subcontractors. ENGINEER shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. ENGINEER shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement: Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

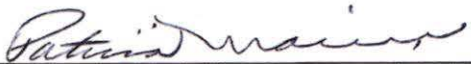
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

WESTBOROUGH WATER DISTRICT

By: 

President, Board of Directors

ATTEST:



Secretary for DISTRICT

PAKPOUR CONSULTING GROUP\*

By: 

Title: President

By: 

Title: Secretary

APPROVED AS TO FORM:



Attorney for DISTRICT

\* Two officers of the corporation, consisting of one from each of the following categories, must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the ENGINEER will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.





Pakpour Consulting Group, Inc.

January 19, 2021

## **EXHIBIT A**

Darryl Barrow  
General Manager  
Westborough Water District  
2263 Westborough Blvd  
South San Francisco, CA 94083-2747

**Subject: Request for Billing Rate Increase**

Dear Darryl,

We last adjusted our billing rates with the District 2 years ago on March 1, 2019. *Pakpour Consulting Group* is looking forward to continuing our relationship with the District. In 2017, the Mid-Peninsula Water District issued a request for qualifications for the design of capital improvement projects, 10 firms provided qualifications, and the average billing rates for the 10 firms is listed for your reference. Even after the requested adjustment our rates are, on average, is lower than the industry average for 2017. We respectfully requested an adjustment to our billing rates effective March 1, 2021 as listed below:

	<u>Current (2019)</u>	<u>Industry Average (2017)</u>	<u>Proposed (2021)</u>
Principal Engineer	\$220 / hour	\$230 / hour	\$230 / hour
Senior Engineer	\$190 / hour	\$192 / hour	\$200 / hour
Associate Engineer	\$170 / hour	\$181 / hour	\$180 / hour
Project Engineer	\$150 / hour	\$169 / hour	\$160 / hour
Assistant Engineer	\$135 / hour	\$145 / hour	\$140 / hour
Engineering Technician	\$105 / hour	\$115 / hour	\$110 / hour
Administrative Assistance	\$75 / hour	\$81 / hour	\$80 / hour
Retainer	\$500	\$500	\$500
Subconsultant Mark Up	10%	10%	10%

The average annualized increase is approximately 2.5%.

A 5% direct expense fee will be added to the above rates for mileage, telephone, plots, prints, etc. Sub-consultants will be billed at cost plus 10%. We do not bill for travel time during inspection services, only time spent onsite. Should you have any questions please do not hesitate to contact me at (925) 224-7717.

Very truly yours,

*Pakpour Consulting Group, Inc.*

  
Joubin Pakpour, P.E.  
President

J:\Projects\Westborough Water District - 10025.00\Contract\2021\00-WWD-Barrow-21.01.19-Rate Increase-Exhibit A3.docx



## Memorandum

**TO:** Patricia Mairena  
**FROM:** Michael N. Conneran  
**DATE:** January 22, 2025  
**RE:** Adjustment to Billing Rates

---

As we begin 2025, I want to again extend my gratitude for the opportunity to work with you, your staff and Westborough. We are pleased and honored to be a member of the District's team. Your continued satisfaction with our services is extremely important to us and I encourage you to offer comments and suggestions at any time throughout the year to enhance our ability to serve you.

I also write to advise you of adjustments in our billing rates that will become effective on March 1, 2025. We are adjusting our rates to reflect our experience with rising overhead costs, salary pressures and many other operating challenges. In addition, we are seeking to ensure consistency among the rates we charge to similar agencies.

Starting with the invoices you receive for March, there will be an increase in my hourly rate to \$425, and senior counsel and associates in the Government Section will be billed at rates starting at \$400 and \$380, respectively. We will maintain the current \$900 per month retainer arrangement for attendance at the monthly board meeting. For other attorneys in the firm whose expertise may be needed from time to time, such as labor and employment or litigation, we will follow a 20% discount policy for standard billing rates.

We believe that we present a highly competitive value for the level, quality and diversity of services we offer. Please be assured that we will continue to be mindful of your economic circumstances in our use of time and we will always endeavor to provide superior quality of legal services which are both efficient and cost effective. We look forward to serving you in the upcoming years.

MNC:mnc





THE

# Water Faucet

FEBRUARY 2025 / THE OFFICIAL NEWSLETTER OF



#### Street Address

2263 Westborough Blvd.  
So. San Francisco, CA 94080

#### 24-Hour Phone

650-589-1435

#### Fax

650-589-5167

#### Email

WWD@WestboroughWater.org  
(email address is NOT case sensitive)

#### Website

WestboroughWater.org  
(website address is NOT case sensitive)

Visit our website for  
updated information,  
water conservation tips,  
rebate forms, and much more!

#### WWD Board Meetings

The Westborough Water District board meetings are held on the second Thursday of every month at the District office. The meeting begins at 7:30 p.m. and the public is encouraged to attend.

#### WWD Board of Directors

Don Amuzie  
President

Perry H. Bautista  
Vice President

Julie L. Richards  
Janet G. Medina  
Tom Chambers  
Directors

#### WWD Management

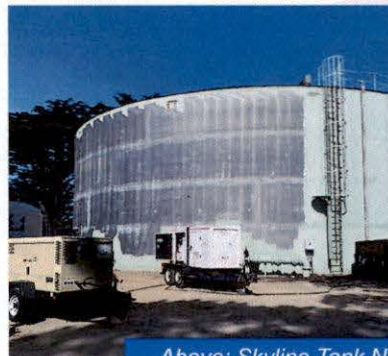
Patricia Mairena  
General Manager



## Facilities Improvement Reinvesting in Your Infrastructure

In light of the District's proximity to the San Andreas Fault, the District has employed an engineer to conduct an extensive seismic vulnerability assessment of the water and sewer systems. The report generated information on how the District's facilities would perform after a major seismic event. It also recommended strengthening certain of the District facilities, assisted with critical planning for future seismic events, and helped to update the District's emergency preparedness plan.

As part of its Capital Improvement Plan, the District will soon be undertaking much-needed seismic improvements which are necessary to provide more reliability in case of an earthquake. Starting in late Spring, the District will begin retrofit work to Skyline Tank No. 3, and will continue with the design phase of the work needed to be done to Skyline Tank No. 2. ■



Above: Skyline Tank No. 3's recoating job completed back in late 2022.

## Tips for Disaster Preparedness

The recent fires in Southern California have reminded all of us of the importance of being prepared during a major emergency. The three major concerns in San Mateo County are: **floods**, **wildfires**, and **earthquakes**.

As stated in the County of San Mateo website: "Most local, state, and national organizations are still promoting the 72-hour concept. In a large-scale event, such as a significant earthquake in the Bay Area, it may take longer than 72 hours before we can get supplies and support to all our residents. In an effort to realistically plan for disasters in our county, we encourage you to be prepared to survive on your own for up to one week." ■

*Are you prepared? Check out our 8 tips to get ready for a possible disaster inside.*

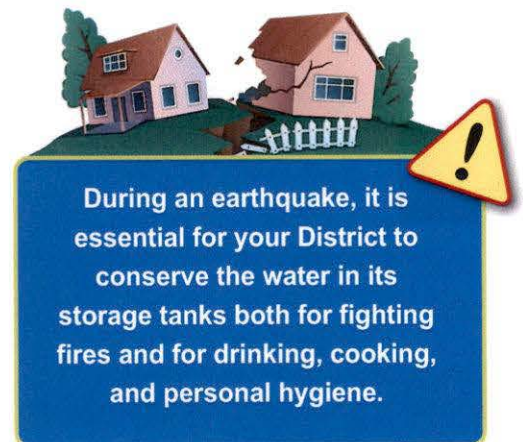
**WWD OFFICE HOURS:** Monday-Friday, 8:00 am to 4:30 pm. Closed on holidays.



## Are You Ready?

### TIPS TO BE PREPARED

- 1 **Purchase or customize earthquake kits and include enough food and water** for as many people who may be in your home when an emergency strikes. Do not forget your pets! Make sure to include prescriptions, walking shoes, extra contacts or glasses, toiletries, insurance documents, and important telephone numbers.  
[ready.gov/kit](https://www.ready.gov/kit)
- 2 **Make an emergency plan** that includes evacuation and meeting location.
- 3 **Secure it now!** Reduce the hazard of falling objects throughout your home by securing televisions, computers, bookcases, unstrapped water heaters, and furniture.
- 4 **Consider storing disaster supplies in your home, office and vehicle.** Disaster supplies should include food, water, flashlights, portable radio, batteries, first aid kit, cash, extra medication, a whistle, and fire extinguisher.
- 5 **Drop, cover, and hold on!** Learn what to do during an earthquake, such as Drop, Cover, and Hold On, that may save your life or reduce injury. For additional information (also available in other languages), please visit [shakeout.org/dropcoverholdon](https://www.shakeout.org/dropcoverholdon)
- 6 **First Aid:** Make sure you are able to help administer first aid by taking proper classes. Check with the Red Cross or the City of South San Francisco for classes offered.
- 7 **Communication and Recovery:** Communication will be an important step following a major disaster in your recovery efforts. Turn on your portable radio for information and safety advisories. Make sure to sign up for SMC Alert, the San Mateo County's primary alert and warning system at [smcgov.org/dem/smc-alert](https://smcgov.org/dem/smc-alert)
- 8 **Shut off your House Valve:** Do you know where your house valve is? You could help your District conserve the water in its storage tanks by knowing how to shut off your house valve. If you are unfamiliar with its location, please contact Customer Service at 650-589-1435. We will be happy to have one of our field staff stop by to show you where your valve is, and how to shut it off.



## In the Event of an Earthquake, Will You Have Enough Drinking Water?

Be better prepared for an earthquake or emergency by keeping at least a 3-day water supply (one gallon per person per day, for drinking and sanitation; do not forget your pets). The following websites provide very helpful information, please visit:

- ➔ The San Mateo County Department of Emergency Management website at [smcgov.org/dem/prepare](https://smcgov.org/dem/prepare)
- ➔ The National Citizen Preparedness website at [ready.gov](https://www.ready.gov)





## Customer Connect Program: Stay Connected During an Emergency

Customer Connect is designed to provide you with up-to-date communications in case of a service interruption, emergency, or other urgent information regarding the District's water and sewer services. Customers who sign up for this service will receive updated information during a major disaster! It's easy to sign up and you can unsubscribe at any time! Stay informed, stay connected, and visit [WestboroughWater.org/connect](https://WestboroughWater.org/connect)

SAFETY IS IN YOUR HANDS.  
EVERY DIG. EVERY TIME.

### For your safety, always call before you dig!

Dial 811 or submit a ticket at [usanorth811.org](https://usanorth811.org) and your local utilities will be contacted to come out and mark their facilities in the area you plan to dig.

## Conserve Water Now to Reduce Sewer Service Charges on Your Property Tax Bill

The amount of water you consumed during January and February 2025 will be used to determine your annual sewer charge and will appear on your property tax bill effective July 1, 2025.

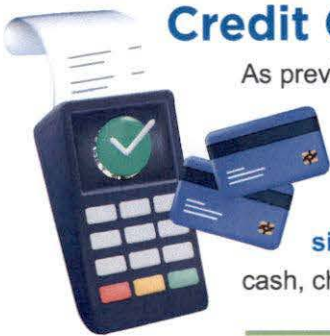


If you experienced high usage during this period due to an emergency or uncontrollable event, please submit a written request to the District for possible adjustment **no later than May 15, 2025**. That way, any adjustment can be made before the charges are submitted to San Mateo County for inclusion on your property tax bill. ■

## Credit Card Processing Fees Have Been Implemented

As previously informed, at their August 8, 2024, board meeting, the Board of Directors reviewed and approved a 3.5% fee which will be charged for this service, effective with the payments for the September 15, 2024, bills.

Please remember that the WWD only bills its customers six times per year, so there are **only six bills involved**; however, to avoid paying this fee, you may elect to pay your bill by using cash, check, or direct payment (ACH), which is a safe and totally free option. ■



## Is Your Bank Paying Your Water Bill on Time?

Unfortunately, some customers who paid their bills via their online banking service were under the mistaken impression that the District received the funds electronically on the date they selected. Instead, they found out that not only was their bill **not paid on time**, but a late fee was incurred. The online banking service debits your account on the date you select and then mails a check to the District; however, many bank online payment processors bundle and hold checks for up to 7 business days before mailing them. **This can cause your payment to be received after the bills are due and incur late fees.** To ensure timely payment of your bill and **avoid** late fees, we suggest you schedule your payments at least 10 business days prior to the due date. ■





# OPTIONS FOR PAYING YOUR BILL

The District offers multiple options for paying your water bill: online, phone, mail, and in-person. Learn more about these options, as well as credit card and debit card processing fees at:

**[WestboroughWater.org/rates](https://WestboroughWater.org/rates)**



## WWD DIRECT PAYMENT (ACH)

**This service will continue to be totally free to customers!**

You may sign up for our Direct Payment Program from your checking or savings account. For your convenience, we have included the ACH form with this newsletter. *By using ACH, your bank account will be charged **on the due date** of the bill, thus avoiding any late fees and additional credit card fees!*

*Note: for ACH we will not debit your account until the due date, or the last day you can pay your bill without a late charge.*

**IMPORTANT:** If you already signed up for this service, there is no need to complete another form (unless your banking information has changed).

Just fill out the enclosed form and return it to us!

## Rebates and Water Conservation

WWD wants to remind its customers of the importance of continual water conservation. In an effort to assist the customers, the District continues to offer washing machine and toilet rebate programs. These programs are an incentive for customers who are contemplating purchasing one of these. Please visit [WestboroughWater.org/rebates](https://WestboroughWater.org/rebates) to review the qualifications and to obtain rebate forms. ■



**FREE!**

## Water Conservation Products Are Still Available!

Please telephone the District ahead to arrange contact-free pick up of your **FREE** water conservation products. Please request only the items you will use. **Maximum one of each.**

More details available at [WestboroughWater.org/conservation](https://WestboroughWater.org/conservation)

### For Your Home



Cold Water Catcher Bucket

### For Your Garden



Multi Spray Pattern Garden Nozzle

### For Your Kitchen



1.5 GPM Dual Function Aerator

### For Your Bathroom



1.5 GPM Low-flow Shower Head



1.0 GPM Needle Spray Aerator



Toilet Dye Strips Leak Detection

DISCLAIMER: ITEMS MAY VARY FROM PICTURES DISPLAYED.



## AGREEMENT AUTHORIZING DIRECT PAYMENTS (ACH DEBITS) OF WATER AND METER SERVICE FEES AND CHARGES

1. **Authorization.** I, \_\_\_\_\_ hereby authorize Westborough Water District (District), through its financial institution, to implement a direct payment procedure for water and meter service fees and charges, through ACH (Automated Clearing House) debit entries initiated by District to be debited against the bank account indicated below. Such ACH debit entries shall be made on a bi-monthly basis and in lieu of the physical mailing of the customers' payment.

2. **Bank Account**

- ☐ Checking Account  
☐ Savings Account

Banking Institution Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

3. **Water Service Account**

Name (on the account) \_\_\_\_\_

Account Number \_\_\_\_\_

Service Address \_\_\_\_\_

4. **Termination of this Authorization**

This authorization is to remain in full force and effect until District has received written notice of termination. The termination shall be effective two weeks after the District receives such written notice.

I agreed to all the above,

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** ALL DEBIT AUTHORIZATION **MUST** PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED ABOVE.

**PLEASE ATTACH A VOIDED CHECK TO THIS FORM**



THE

# Water Faucet

FEBRUARY 2025 / THE OFFICIAL NEWSLETTER OF



## *Inside*

- ▶ Reinvesting in Your Infrastructure
- ▶ Tips for Disaster Preparedness
- ▶ Credit Card Processing Fees Have Been Implemented
- ▶ Options for Paying Your Bill
- ▶ Water Conservation and Rebate Programs
- ▶ Is Your Bank Paying Your Water Bill on Time?
- ▶ Sewer Service Charge on Property Tax Bill



2263 Westborough Boulevard  
P.O. Box 2747  
South San Francisco, CA 94083-2747

*Delivering Quality for You Since 1961*



???-???-????

Does WWD have your current phone number on file? WWD would like to make sure it can contact you in case of an emergency. You can update the phone number on your account by calling WWD at (650) 589-1435 or visiting [WestboroughWater.org/contact](https://www.WestboroughWater.org/contact).

Please have your account number ready.

## Patricia Mairena

---

**From:** Janet Medina  
**Sent:** Monday, February 3, 2025 6:09 PM  
**To:** Don Amuzie; Patricia Mairena  
**Subject:** Fwd: Request for Support: Nomination of Melody McDonald for ACWA JPIA Executive Committee Re-Election

Attached

Don I'm forwarding this to you as the new JPIA Director. Patty can let you know how you should proceed since you are also t  
WWD President.

Jan

Sent from my iPhone

Begin forwarded message:

**From:** Allison Zecher <azecher@sbvwcd.org>  
**Date:** February 3, 2025 at 4:19:00 PM PST  
**To:** Janet Medina <jmedina@westboroughwater.org>  
**Subject:** Request for Support: Nomination of Melody McDonald for ACWA JPIA Executive Committee Re-Election

Westborough Water District  
Janet Medina  
JPIA Director  
P.O. Box 2747  
So. San Francisco, CA 94083-2747

February 3, 2025

Dear Janet Medina,

On behalf of the Board of Directors of the San Bernardino Valley Water Conservation District (SBVWCD), we are honored to nominate our President, Melody McDonald, for re-election to the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Executive Committee. Enclosed, please find a certified copy of SBVWCD Resolution No. 626, formally supporting Mrs. McDonald's nomination.

For over three decades, Ms. McDonald has exemplified exceptional leadership, unwavering dedication to the water industry, and a steadfast commitment to risk management and training. Her unparalleled



institutional knowledge and contributions to ACWA JPIA have earned her recognition as a cornerstone of its success.

Ms. McDonald's service to her community spans many critical aspects of the water sector:

1. President, ACWA JPIA Board of Directors
2. Member, ACWA JPIA Executive Committee (since 2001)
3. Chair, ACWA JPIA Personnel Committee
4. Director, ACWA JPIA (since 1991)
5. President, San Bernardino Valley Water Conservation District
6. Director, San Bernardino Valley Water Conservation District (since 1991)
7. Member, ACWA State Legislative Committee
8. Board Member, Association of San Bernardino County Special Districts

In addition to her ongoing roles, Ms. McDonald has previously served as Chair and Vice-Chair of the ACWA JPIA Liability, Property, and Workers Compensation Program committees. Notably, she spent eight years as Chair of the State of California Santa Ana Regional Water Quality Control Board under a gubernatorial appointment from 1993 to 2000.

With over 32 years of experience in the water industry, Ms. McDonald's leadership has guided ACWA JPIA's remarkable growth, now managing assets exceeding \$244 million. In 2024, JPIA conducted 207 training classes and equipped more than 4,400 employees with essential skills to mitigate risks. Her guiding philosophy, "The best claim is the one that never happened," underscores her commitment to proactive risk management and loss prevention—key drivers of ACWA JPIA's success.

We respectfully request that your organization adopt a concurring resolution of nomination in support of Ms. McDonald. A sample resolution is enclosed for your convenience or can be accessed at ACWA JPIA [Election Page](#). Given the time-sensitive nature of this request, we kindly ask that it be included on your next Board meeting agenda.

Thank you for your consideration and support of Ms. McDonald's candidacy. Should you have any questions or need additional information, please feel free to contact me at 909-793-2503 or [bmiller@sbvwcd.org](mailto:bmiller@sbvwcd.org).

Please send a certified copy of your resolution to:

**ACWA/JPIA**  
Attention: Laura Baryak  
ACWA JPIA  
P.O. Box 619082  
Roseville, CA 95661-9082  
[lbaryak@acwajpia.com](mailto:lbaryak@acwajpia.com)

and

**San Bernardino Valley Water  
Conservation District**  
Attention: Allison Zecher  
1630 W. Redlands Blvd. Suite A  
Redlands, CA 92374  
[azecher@sbvwcd.org](mailto:azecher@sbvwcd.org)

***This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday, April 11, 2025.***

Sincerely,



Betsy Miller  
General Manager

Enclosures:

1. SBVWCD Resolution No. 626
2. Statement of Qualifications
3. Sample Concurring Resolution



[Melody.sbvwd@gmail.com](mailto:Melody.sbvwd@gmail.com)

**Melody  
Henriques-McDonald**

P.O. BOX 830  
HIGHLAND, CA 92346

(909) 793-2503 District  
(909) 499-5175 cell  
(909) 867-9821 fax

Like @ <https://www.facebook.com/Melody4Water>

## **Candidate for:**

**ACWA JPIA  
EXECUTIVE COMMITTEE**  
(Incumbent, seeking re-election)



*Melody & Board receiving, District of Distinction Award, the highest governance and best practices accreditation possible.*

Kathleen Tiegs, former Special Districts Board Member & ACWA President presenting. 2017

## **ASSOCIATIONS**

**Member, Board of Directors of the San Bernardino Valley Water Conservation District (Elected), Currently President, originally appointed in 1991, and first woman on the board.**

**Member, Executive Committee ACWA/JPIA since 2001**

**President, ACWA/JPIA BOD, Chair Executive Committee**

**Chair, Personnel Committee**

**Director, ACWA/Joint Powers Insurance Authority since 1991**

**Member ACWA State Legislative Committee**

**Board Member, Association of the San Bernardino County Special Districts**

**Over 32 + Years, Experience in the Water Industry includes:**

**Past Member, (CWA) California Women for Agriculture**

**Past Member, ACWA Water Management Committee**

**Past Member, ACWA Federal Affairs Committee**

**Past Chair & Vice-Chair, JPIA Liability, Property, & Workers Compensation Programs**

**Past Member, Board of Directors ACWA, Region 9 Chair**

**Past Chair, Water Management Certification Subcommittee**

**Chair, California Water Quality Control Board, Santa Ana Region 8 Years of service, Gubernatorial Appointment 1993-2000**

## **CURRENT EMPLOYMENT**

**Southwest Lift & Equipment, Inc. (Heavy Duty Vehicle Lifts)  
Broker/Associate, Century 21 Lois Lauer Realty**

## **PROFESSIONAL ASSOCIATIONS & LICENSES**

**Redlands Association of Realtors  
California Real Estate Broker's License  
Arizona Real Estate Broker's License**

## **ORGANIZATIONS AND SOCIETIES**

**Highland Chamber of Commerce  
San Bernardino Chamber of Commerce  
Immanuel Baptist Church Highland, CA  
BSF International**

## **EDUCATION**

**San Geronio High School, 1976  
Western Real Estate School, 1989  
Graduate, Special Districts Board Management Institute, 1997  
Studied at Crafton Hills College**

**RESOLUTION NO. 683**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
WESTBOROUGH WATER DISTRICT IN SUPPORT OF THE  
NOMINATION OF MELODY McDONALD AS A MEMBER OF  
THE ACWA/JPIA EXECUTIVE COMMITTEE**

**WESTBOROUGH WATER DISTRICT**

**WHEREAS**, ACWA has announced that a nominating committee has been formed to develop a slate for the ACWA/JPIA Executive Committee; and

**WHEREAS**, the individual who fills such a position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

**WHEREAS**, this person must be able to provide the dedication of time and energy to effectively serve in the capacity; and

**WHEREAS**, Melody McDonald has served on the Board of Directors of the San Bernardino Valley Water Conservation District since 1991 and is currently its President; and

**WHEREAS**, Melody McDonald has served as a member of the ACWA/JPIA Executive Committee since 2001; and

**WHEREAS**, it is the opinion of the Westborough Water District Board of Directors that Melody McDonald possesses all the qualities needed to serve on the ACWA/JPIA Executive Committee.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of WESTBOROUGH WATER DISTRICT does hereby support the nomination of Melody McDonald as candidate for the ACWA/JPIA Executive Committee.

//

//

//

//

Passed and adopted by the Westborough Water District Board of Directors at a regular meeting held on the 13th day of February, 2025, by the following vote of the Board.

AYES:

NOES:

ABSENT:

---

President, Board of Directors  
Westborough Water District

ATTEST:

---

Secretary of the Board



# Water Purchases Comparison 2020-2021 to 2024-2025

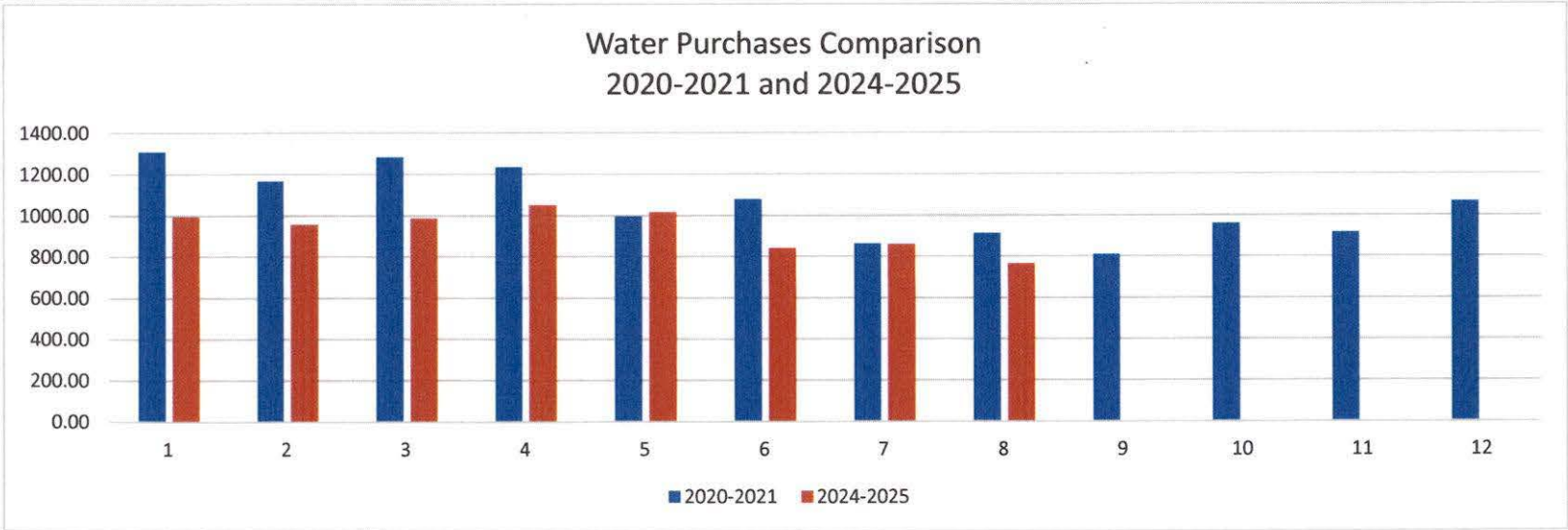
FY 2020-2021				FY 2024-2025				Comparison
Period	HCF Purchased	No. of Days Billed	HCF per Day	Period	HCF Purchased	No. of Days Billed	HCF per Day	HCF Per Day Difference
06/05/20 to 07/07/20	43157	33	1307.79	06/06/24 to 07/05/24	29818	30	993.92	-313.87
07/08/20 to 08/06/20	34995	30	1166.50	07/06/24 to 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	10/04/24 to 11/05/24	33484	33	1014.68	19.27
11/03/20 to 12/04/20	34525	32	1078.91	11/06/24 to 12/05/24*	25215	30	840.48	-238.42
12/05/20 to 01/04/21	26748	31	862.84	12/06/24 to 01/06/25	27485	32	858.90	-3.94
01/05/21 to 02/01/21	25531	28	911.82	01/06/25 to 02/05/25	22906	30	763.54	-148.29
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**      **228400**      **245**      **932.24**

\* Includes a Meter Reading Billing Adjustment for previous period of \$14,597.87

GPCPD YTD	51.71
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

9.B.1





## BAWSCA Meeting of 16 January 2025

I chaired the BAWSCA meeting of 16 January 2025 which was held at the Burlingame Community Center beginning at 6:30. Our only action item was an update to our 2024-25 workplan although we also elected officers for both BAWSCA and the Regional Finance Authority (RFA) for 2025 and had a discussion on the work plan for 2025-26 which staff will be developing over the next 2 months.

I was reelected as both BAWSCA and RFA chair and Louis Vella was reelected as ViceChair of both. Tom Smegal spent a little time talking about the importance of the RFA given the major debt San Francisco will likely have to incur to bring their sewer system up to standards. RFA was established by the legislature at the same time BAWSCA was established with the idea that the users of the Regional Water System (RWS) would fund and repair the Hetch Hetchy system if San Francisco would not. To date San Francisco has been willing to fund (and get reimbursed for) the system repairs/upgrades but since sewer may be maxing out their credit limit, RFA may be being considered for Alternative Water Supply projects. The BAWSCA and RFA boards are nearly identical. The only differences are reps for CalWater and Stanford. For BAWSCA these reps are employees while for RFA the reps for those positions are different and appointed by San Mateo County supervisors. After elections Steve Ritchie gave the SFPUC report, essentially saying reservoirs were 85.2% full vs a 79.7% average, mostly due to the last 2 wet years plus precipitation in late CY 2024. January has been dry and is predicted to be dry for the rest of the month although it is too early to call it drought. Due to the dry January water sales are picking up as customers are irrigating their greenery again.

After the PUC report we had 4 people making public comments. Peter Drekmeier and Dave Warner continued to talk about how SFPUC was building too much capacity at our expense even though they are only building capacity to meet our supply guarantees. In fact, BAWSCA is monitoring SFPUC Capital Improvement Plan (CIP) and the update to be presented at the February SFPUC meeting will actually be lower than the one approved 6 months ago. The other 2 public comments were also about high water bills (BAWSCA does audit costs and we do only pay our fair share) and a SFPUC audit report which had been released on 20 December. That audit included all enterprises (Water, Sewer, Power) and had only 7 recommendations for water. Those recommendations mostly requested increased training for project management and change orders, recommendations which BAWSCA also supported.

After public comment we approved Consent Calendar without discussion. Our midterm review, which really only added hiring a new CEO and increasing meeting stipends, both of which we have already done, passed easily. In the review Tom Smegal said we could probably add those items without an increase in budget, although legal (who did much of the recruitment work) could need a little more funding before the end of the year. Then came CEO reports which included Tier 2 status (which Paty already briefed us on) and more discussion on facilities and Bay Delta where Tom Francis has been attending some State Water Resources Control Board (SWRCB) workshops. SWRCB has been concentrating their efforts on Phase 2 (Sacramento River tributaries) although the Tuolumne (a Phase 1 river) has been mentioned in the reports/workshops and issues are the same (water users both want Voluntary Agreements). Then we had a brief closed session update on Bay Delta and FERC (Don Pedro stuff), Upon return to open session we talked briefly about requests for next year's work plan. Several directors picked up on the price of water theme (but not about reducing reliability or level of service). We will see what happens. Finally we had a brief presentation to Nicole of a proclamation honoring her in retirement. We finally adjourned at about 8:48 with our next meeting scheduled for March 20.