

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
Thursday, September 11, 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 August 14, 2025.

B. Accountant's Report for Period Ending July 31, 2025.

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

D. Claims Register for August 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):

- A. Approve Contract with Hurley Diesel and Power, LLC to Perform Service on Generators at the Westborough, Rowntree, and Avalon Lift Stations.

7. WRITTEN COMMUNICATIONS:

- A. Letter Dated August 18, 2025, from the SWRCB Approving the Cross-Connection Control Plan for the District.

8. ATTORNEY'S REPORT:

9. GENERAL MANAGER'S REPORT:

- A. Engineer Report (Pakpour).
- B. Report on District's Water Conservation for August 2025.

10. ITEMS FROM BOARD OF DIRECTORS:

- A. Update on ACWA 2025 Board Officers' and Region Election (Amuzie).
- B. ACWA Region 3 Webinar: Big Impact on a Small Budget - Grant Strategies for Resource-Strapped Agencies, August 20, 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. 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, August 14, 2025

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

1. ROLL CALL:

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

Staff Present: Michael Conneran, Attorney
Carlos Arias, Field Supervisor
Wendy Bellinger, Office Supervisor
Patricia Mairena, General Manager
Brandon Laurie, Engineer (via Zoom)

Visitors Present: Patrick Sumner, Daly City Water Wastewater (via Zoom)
Sergio Medina

2. PLEDGE OF ALLEGIANCE: Led by Director Medina.

3. CONSENT CALENDAR:

President Amuzie presented 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: None

5. BUSINESS (OLD): None

The Board shifted the order of discussion for Item 9A – Engineer Report (Pakpour) to allow our engineer to make his presentation.

9. GENERAL MANAGER'S REPORT:

A. Engineer Report (Pakpour).

Engineer Laurie virtually introduced himself and stated he was covering for Joubin Pakpour who was on his way to the American Public Works Association and apologized for not being present in person. Engineer Laurie commented there was nothing specific going in front of the Board tonight and mentioned he wanted to report on two projects.

Engineer Laurie referenced the Maps Update Project and reported that the maps had been updated to better reflect the existing infrastructure in the ground. Engineer Laurie explained that the existing sewer map had been created back in the 1990s and redone in the early 2000s, and it was essentially handwritten and drawn in on the maps. Engineer Laurie told the Board that they had taken that information, along with field visits, and the record information of the CCTV inspections, and had incorporated all that to their AutoCAD software to create a digital representation of the District, and the resulting end product was in front of the Board to view. Engineer Laurie mentioned that District field and office personnel now had clear water and sewer maps of the facilities to reference when doing maintenance, leak repairs, etc. Engineer Laurie stated that ideally, it would be nice to have one single map combining both the water and sewer facilities, but the sewer system was very representative of the existing infrastructure as viewed on Google Earth and it was tied to a GIS map they had, whereas the water system facilities were located by schematics and were represented by the corresponding type and size of pipe, pressure of the system, and the overall infrastructure. Engineer Laurie announced that these completed maps would be shared with the City of Daly City as well as the SSFFD so they could update their files. Engineer Laurie also mentioned that they would be preparing a larger map for the District to hang on the walls for easier viewing.

Engineer Laurie asked if there were any questions and if the maps were available for the Board to view. General Manager Mairena confirmed the binder with the maps was in front on the Board.

Engineer Laurie reported on the Skyline Tank No. 3 Structural Retrofit Project which had broken ground and stated that the contractor had started work on August 7th with potholing to

Three of Nine

Minutes of the Regular Meeting of the Board of Directors

Thursday, August 14, 2025

locate the existing infrastructure on the ground which might be the 12" main going on both directions, electrical conduits, as well as sub-surface drains, since in the next few weeks the contractor would be installing micropiles or subgrade posts that would start at ground level and go 20 to 30 feet underground into stable ground or bedrock all around the perimeter of the tank. Engineer Laurie stated that for now, the contractor only had a crew of an excavator operator, a laborer, and a full-time onsite inspector recording their findings. Engineer Laurie also stated that once the micropiles are installed, the foundation would be poured next. Engineer Laurie also reported that currently, the tank was out of service so the micropiles and foundation could be installed, and the work inside could be done. Engineer Laurie thanked Field Supervisor Arias for draining the tank, and mentioned that at the next meeting, they will have the first progress payment presented to the Board.

Engineer Laurie asked if there were any questions and since there were none, he announced that he would be leaving the meeting so the Board could proceed with other business at hand. General Manager Mairena thanked Engineer Laurie for his presentation.

6. BUSINESS (NEW):

A. Review/Approve Contract for the Cellular Dialer Upgrades to Replace the Existing AT&T Hard Lines for the Westborough, Rowntree, and Avalon Lift Stations.

General Manager Mairena reported to the Board that replacing the existing AT&T hard lines for the lift stations would save money to the District, since the cost of copper lines had been increasing substantially, and also, switching to cellular dialer would enable the system to contact Daly City's staff more efficiently. General Manager Mairena asked Patrick Sumner from Daly City Water Wastewater, who was present via Zoom, to confirm that was the case. Mr. Sumner replied that this dialer system would back up their alarm system so in the event of an outage, it would give their staff a heads up and a warning. Mr. Sumner explained that replacing the copper lines with this system would give more efficient warnings for all three lift stations.

General Manager Mairena displayed the quotes for the Board of \$12,125 for each of the three lift stations and mentioned that Attorney Conneran had prepared an agreement which she had sent to the Board earlier.

Director Chambers asked if the system had an internal battery backup and Mr. Sumner confirmed it did. Director Chambers also asked if it would work with the generator power for extended power outages. Mr. Sumner replied absolutely that it would run on a standard plug that would be backed up by the generator.

Four of Nine

Minutes of the Regular Meeting of the Board of Directors

Thursday, August 14, 2025

Director Chambers asked that assuming the District was to approve this and the construction project, perhaps the District should delay something to stay within the \$1 million budgeted CIP amount. General Manager Mairena replied that she would review the updated sewer CIP expenses and if needed, would make sure modifications are made to stay within that amount or come back to the Board with an updated Sewer CIP Plan.

Director Chambers moved to Approve a Contract for the Cellular Dialer Upgrades to Replace the Existing AT&T Hard Lines for the Westborough, Rowntree, and Avalon Lift Stations, seconded by Director Bautista.

The motion was carried unanimously.

B. Review/Approve Contract Amendment for Westborough Lift Station Project - Add Ons per Quote ID: 9eb61451, Dated July 9, 2025.

General Manager Mairena asked Mr. Sumner to present this item to the Board.

Mr. Sumner stated to the Board that the first item listed consisted of switching from the original style in the contract of radar-level transmitter to a submersible level transducer. Mr. Sumner explained that recently they had installed radar-level transmitter at the Rowntree Lift Station, and that had been an absolute nightmare because for about two weeks, the radar-level transmitter kept making night calls with high-level alarms. Mr. Sumner stated they figured out that after replacing the radar-level transmitter with the submersible level transducer, the information got to the PLC (Programmable Logic Controller) much faster, turning the pumps on and off, and at the right time to prevent high level alarms.

Mr. Sumner elaborated on the proposal:

1. Level transducer to be the submersible transducer which works faster with the PLC.
2. Add on wire for level controls and the line bypass is wiring that would be used for both items 1 and 3 of the proposal which have to be extended to the new system.
3. Currently the Westborough Lift Station only has one VFD (variable frequency drive) for three pumps, when normally, you would have a VFD for each of the pumps, so that would be changing, but one of the things the original contract did not list was adding a bypass for the VFD which helps transition the pump to PG&E power.

President Amuzie asked if the installation would be done in-house. General Manager Mairena explained that the quote was from Calcon and the District already had an agreement

Five of Nine

Minutes of the Regular Meeting of the Board of Directors

Thursday, August 14, 2025

with them. Attorney Conneran mentioned that this would be a Change Order to that agreement. General Manager Mairena confirmed that she had reached out to Calcon, and they had no issue with having an amendment to the agreement. Attorney Conneran stated that normally, we do not like to make change orders for more than 25% of the value of the contract, but this was lower than that, \$57,855, or about 20%.

Director Chambers moved to Approve a Contract Amendment for Westborough Lift Station Project - Add Ons per Quote ID: 9eb61451, Dated July 9, 2025, seconded by Director Medina.

The motion was carried unanimously.

General Manager Mairena thanked Mr. Sumner for assisting with the presentations. Mr. Sumner thanked the Board for their time and announced that he would be leaving the meeting.

C. Review/Approve District Newsletter.

General Manager Mairena stated that she had met with the Public Relations Committee to work on a newsletter, and the District Designer, John Davidson, had added the graphics on the first draft that was now being presented to the Board. General Manager Mairena also stated that Attorney Conneran had reviewed the contents of the newsletter.

Director Chambers suggested that on page 6.C.2, under Water Rates, the word "unit" should be added to match the description under Sewer Rates which states per unit, so the wording would read: "per unit (748 gallons)."

General Manager Mairena commented that Mr. Davidson had mentioned he was planning on changing the graphics on the first page to a tank project instead of the current construction project, which he felt was more appropriate.

Director Chambers moved to Approve the District Newsletter as amended, seconded by Director Medina.

The motion was carried unanimously.

D. Consideration to Authorize Attendance to ACWA Region 5 Program and Tour - Exploring SFPUC's Water Infrastructure and Fire Resilience, San Francisco, CA, September 26, 2025.

General Manager Mairena mentioned that this program consisted of two days, with a networking reception on Thursday, but the full program was on Friday, so she recommended approval for just the one day, September 26th.

Director Chambers stated that he would like to attend. President Amuzie also stated that he would like to attend. General Manager Mairena mentioned that she would like to attend as well.

Director Bautista moved to Authorize Directors Amuzie and Chambers, and General Manager Mairena's Attendance to the ACWA Region 5 Program and Tour - Exploring SFPUC's Water Infrastructure and Fire Resilience, San Francisco, CA, September 26, 2025, seconded by Director Medina.

The motion was carried unanimously.

General Manager Mairena thanked the Board.

E. Consideration to Authorize Attendance to ACWA Region 3 Webinar: Big Impact on a Small Budget - Grant Strategies for Resource-Strapped Agencies, Wednesday, August 20, 2025, from 10:00 a.m. – 11:30 a.m.

General Manager Mairena stated that this program was a webinar and that she had already signed up for it, since it was free. General Manager Mairena suggested that the Budget/Finance Committee members attend the program. Both Directors Chambers and Bautista expressed interest in attending it.

Director Medina moved to Authorize Directors Chambers and Bautista, and General Manager Mairena's Attendance to ACWA Region 3 Webinar: Big Impact on a Small Budget - Grant Strategies for Resource-Strapped Agencies, Wednesday, August 20, 2025, from 10:00 a.m. – 11:30 a.m., seconded by Director Richards.

The motion was carried unanimously.

Seven of Nine
Minutes of the Regular Meeting of the Board of Directors
Thursday, August 14, 2025

General Manager Mairena thanked the Board.

F. Consideration to Authorize Attendance to ACWA/JPIA 2025 Membership Summit and Fall Conference, San Diego, California, December 1 – December 4, 2025.

General Manager Mairena stated that although the registration had not yet opened for this event, she wanted to be ready for when it did since the hotel rooms tended to get booked right away. General Manager Mairena mentioned that due to her schedule, she would not be able to attend.

President Amuzie stated that he would like to attend the conference and inquired if anyone else would be interested in attending this event.

Director Chambers moved to Authorize Directors Amuzie's Attendance to ACWA/JPIA 2025 Membership Summit and Fall Conference, San Diego, California, December 1 – December 4, 2025., seconded by Director Bautista.

The motion was carried unanimously.

7. WRITTEN COMMUNICATIONS: None

8. ATTORNEY'S REPORT:

Attorney Conneran addressed a question on the minutes of the last meeting regarding the Gann Initiative and what counted towards the limits, and explained that the Gann Limit is a limit on how much you can spend. Attorney Conneran explained how that limit was adjusted yearly based on the income change and the population change, and that number gets bigger every year. Director Chambers brought up a question about bonds and spending the monies of the bonds, which is really borrowed money. Attorney Conneran said he would report on the issue at next month's meeting.

Attorney Conneran reviewed a Fourth Appellate District Court's judgment affirming the trial court's decision with directions stating the City of San Diego had failed to provide evidentiary support for tier water rates. Attorney Conneran mentioned that the dissenting judge had stated that he did not know how anyone could justify any rates under the majority's interpretation of Prop 218. Attorney Conneran explained that Prop 218 states the adopted

Eight of Nine

Minutes of the Regular Meeting of the Board of Directors

Thursday, August 14, 2025

rates have to be proportional, fair, and it is up to the agency charging the rate to prove it. Attorney Conneran stated that it is fully expected to be appealed because the total sum money taken from the City of San Diego is over \$74 million. Attorney Conneran stated he will be meeting with his colleagues tomorrow to review this case and would report on developments.

Director Chambers asked when the decision was made and how long the City of San Diego has to appeal. Attorney Conneran replied two weeks ago, and they have 60 days to appeal. Attorney Conneran mentioned the Court could accept the appeal or decertify this decision.

9. GENERAL MANAGER'S REPORT:

A. Engineer Report (Pakpour).

This item was discussed before 6. BUSINESS (NEW).

B. Report on District's Water Conservation for July 2025.

General Manager Mairena displayed the comparison chart of water use and reported that water consumption for July 2025 had gone down in comparison to the base period SFPUC is using for comparison. General Manager Mairena stated that the year-to-date it is a bit higher than last year's, and she expects the warmer weather to affect usage.

General Manager Mairena reported that newly hired Field Maintenance Worker, Israel Estrada, is scheduled to start working for the District on August 18th.

10. ITEMS FROM BOARD OF DIRECTORS:

A. Report on BAWSCA Meeting of July 17, 2025 (Chambers).

Director Chambers reviewed his written report with the Board, including that as of a month ago, about 11 agencies had approved the WSA Amendment which would reset the minimum purchase requirements. Director Bautista asked why Mt. View had to pay \$15 million for unused water. Director Chambers replied that it was due to the minimum purchase quantities not met since Mt. View had the ability to purchase water from the State Project at a cheaper cost and also their recycled water program with Palo Alto.

11. CLOSED SESSION: None

Nine of Nine
Minutes of the Regular Meeting of the Board of Directors
Thursday, August 14, 2025

12. ADJOURNMENT:

Without objection, President Amuzie adjourned the meeting.
Time 8:16 p.m.

Secretary

President

Date

Westborough Water District

Financial Statements
With Accountant's Compilation Report
July 31, 2025



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 one month ended July 31, 2025, which collectively comprise the District's basic financial statements as listed in the table of contents, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

A statement of cash flows for the one month ended July 31, 2025, has not been presented. Accounting principles generally accepted in the United States of America require that a statement of cash flows be presented when financial statements purport to present financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

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

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



Chavan and Associates, LLP
Certified Public Accountants

We are not independent with respect to the District as of and for the one month ended July 31, 2025, 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

September 5, 2025
Morgan Hill, California

Westborough Water District
Statement of Net Position
July 31, 2025

ASSETS

Current Assets:

| | |
|---|------------------|
| Cash (Including \$7,699,450 in Time Deposits) | \$ 7,699,450 |
| Receivables | |
| Water | 1,134,578 |
| Sewer | 310,074 |
| Other | 178,752 |
| Prepaid Expenses and Other | 61,961 |
| Inventory | 233,686 |
| Total Current Assets | 9,618,501 |

Non-Current Assets:

| | |
|--|----------------------|
| Lease Receivable | 202,420 |
| Utility Plant in Service (Note 5): | |
| Land | 182,633 |
| Work in Progress | 380,360 |
| Water Facility | 8,231,334 |
| Building | 1,503,835 |
| Joint-Use Facilities | 94,907 |
| Meters | 1,017,597 |
| Office Furniture and Equipment | 161,560 |
| Maintenance Facility | 478,623 |
| Sewer Facility | 3,540,632 |
| Total Utility Plant in Service (Capital Assets) | 15,591,481 |
| Less Accumulated Depreciation | (7,599,125) |
| Utility Plant in Service-Net Accumulated Depreciation | 7,992,356 |
| Total Non-Current Assets | 8,194,776 |
| Total Assets | \$ 17,813,277 |

DEFERRED OUTFLOWS

| | |
|--------------------------------|-------------------|
| Deferred Pension Outflows | \$ 640,031 |
| Deferred OPEB Outflows | 173,441 |
| Total Deferred Outflows | \$ 813,472 |

(continued)

See accompanying notes and accountant's compilation report

Westborough Water District
Statement of Net Position
July 31, 2025

LIABILITIES

Current Liabilities:

| | |
|---------------------------|------------------|
| Accounts Payable (Note 2) | \$ 1,749,625 |
| Customers' Deposits | 415,050 |
| Unearned Revenue | 20,263 |
| Total Current Liabilities | <u>2,184,938</u> |

Long-term Liabilities:

| | |
|-----------------------------|------------------|
| Accrued Vacation | 124,575 |
| Net Pension Liability | 1,254,767 |
| Net OPEB Obligation | 267,500 |
| Total Long-term Liabilities | <u>1,646,842</u> |

| | |
|-------------------|---------------------|
| Total Liabilities | <u>\$ 3,831,780</u> |
|-------------------|---------------------|

DEFERRED INFLOWS

| | |
|--------------------------|-------------------|
| Deferred Lease Inflows | \$ 164,509 |
| Deferred Pension Inflows | 148,489 |
| Deferred OPEB Inflows | 138,665 |
| Total Deferred Inflows | <u>\$ 451,663</u> |

NET POSITION

| | |
|--------------------------------------|----------------------|
| Net Investment in Capital Assets | \$ 7,992,356 |
| Restricted for Capital Facilities | 347,103 |
| Unrestricted: | |
| Reserved for Contingencies | 278,273 |
| Reserved for Capital Expenditures | 1,916,100 |
| Non-spendable Inventory and Prepaids | 295,647 |
| Unappropriated | 3,513,827 |
| Total Net Position | <u>\$ 14,343,306</u> |

(concluded)

See accompanying notes and accountant's compilation report

Westborough Water District
Statement of Activities
For the One Month Ended July 31, 2025

| | |
|---|-----------------------------|
| Operating Revenue: | |
| Water Sales (Note 3) | \$ 480,821 |
| Sewer Svc. and Transfer Charges | 312,270 |
| Misc. Operations | 1,378 |
| Total Operating Revenue | <u>794,469</u> |
| Operating Expense: | |
| Water Expenditures | 288,261 |
| Sanitary Sewer Expenditures | 284,530 |
| Admin. and General Expenditures | 185,315 |
| Depreciation | 28,671 |
| Total Operating Expenses | <u>786,777</u> |
| Operating Income (Loss) | 7,692 |
| Non-operating Income (Expense): | |
| Property Taxes | 37,410 |
| Investment Interest | 27,594 |
| Other | 2,778 |
| Total Non-operating Income (Expense) | <u>67,782</u> |
| Change in Net Position | 75,474 |
| Net Position - Beginning | <u>14,267,832</u> |
| Net Position - Ending | <u><u>\$ 14,343,306</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
July 31, 2025

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

NOTE 2 - Accounts payable at July 31, 2025, includes \$1,544,780 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 \$1,671 to account for uncollectible water receivables for the period.

NOTE 5 - Changes in utility plant in-service for the one month ended July 31, 2025, were as follows:

| | |
|--------------------|----------------------|
| Beginning Balance | \$ 15,551,241 |
| Engineering | - |
| Surveying | - |
| Contractors | - |
| Other Fixed Assets | 40,240 |
| Ending Balance | <u>\$ 15,591,481</u> |

Westborough Water District
Schedule of Income and Expense - Budget to Actual
For the One Month Ended July 31, 2025

| | July | Year to Date | 2025-26 Budget | Percentage to Date | Percentage Variance | \$ Variance YTD Plan |
|---|------------------|------------------|---------------------|-----------------------|------------------------|-------------------------|
| Operating Revenue: | | | | | | |
| Water Sales (Note 3) | \$ 480,821 | \$ 480,821 | \$ 5,449,170 | 8.82% | 0.49% | \$ 26,724 |
| Water Misc. Operations | 1,378 | 1,378 | 20,000 | 6.89% | -1.45% | (289) |
| Total Water Operating Revenue | 482,199 | 482,199 | 5,469,170 | 8.82% | 0.48% | 26,435 |
| Sewer Svc. and Transfer Charges | 312,270 | 312,270 | 3,765,946 | 8.29% | -0.04% | (1,559) |
| Total Sewer Operating Revenue | 312,270 | 312,270 | 3,765,946 | 8.29% | -0.04% | (1,559) |
| Total Operating Revenue | 794,469 | 794,469 | 9,235,116 | 8.60% | 0.27% | 24,876 |
| Operating Expense: | | | | | | |
| Water Expenditures | 288,261 | 288,261 | 3,252,093 | 8.86% | -0.53% | (17,253) |
| Admin. and General Expenditures | 143,988 | 143,988 | 1,134,854 | 12.69% | -4.35% | (49,417) |
| Depreciation | 22,930 | 22,930 | 295,165 | 7.77% | 0.56% | 1,667 |
| Total Water Operating Expenses | 455,179 | 455,179 | 4,682,112 | 9.72% | -1.39% | (65,003) |
| Sanitary Sewer Expenditures | 284,530 | 284,530 | 3,253,405 | 8.75% | -0.41% | (13,413) |
| Admin. and General Expenditures | 41,327 | 41,327 | 354,954 | 11.64% | -3.31% | (11,748) |
| Depreciation | 5,741 | 5,741 | 70,575 | 8.13% | 0.20% | 140 |
| Total Sewer Operating Expenses | 331,598 | 331,598 | 3,678,934 | 9.01% | -0.68% | (25,021) |
| Total Operating Expenses | 786,777 | 786,777 | 8,361,046 | 9.41% | -1.08% | (90,024) |
| Operating Income (Loss) | 7,692 | 7,692 | 874,070 | 0.88% | -7.45% | (65,148) |
| Non-operating Income (Expense): | | | | | | |
| Water Property Taxes & Assessments | 26,187 | 26,187 | 517,611 | 5.06% | -3.27% | (16,947) |
| Water Investment Interest | 11,330 | 11,330 | 49,648 | 22.82% | 14.49% | 7,193 |
| Other Non-operating Water Income (Expense) | 2,778 | 2,778 | 34,080 | 8.15% | -0.18% | (62) |
| Total Water Non-Operating Income (Expenses) | 40,295 | 40,295 | 601,339 | 6.70% | -1.63% | (9,816) |
| Sewer Property Taxes & Assessments | 11,223 | 11,223 | 221,833 | 5.06% | -3.27% | (7,263) |
| Sewer Investment Interest | 16,264 | 16,264 | 74,471 | 21.84% | 13.51% | 10,058 |
| Total Sewer Non-Operating Income (Expenses) | 27,487 | 27,487 | 296,304 | 9.28% | 0.94% | 2,795 |
| Total Non-operating Income (Expense) | 67,782 | 67,782 | 897,643 | 7.55% | -0.78% | (7,021) |
| Net Income (Loss) | \$ 75,474 | \$ 75,474 | \$ 1,771,713 | 4.26% | -4.07% | \$ (72,169) |

Westborough Water District
Water Fund Schedule of Income and Expense - Budget to Actual
For the One Month Ended July 31, 2025

| | July | Year to Date | 2025-26 Budget | Percentage to Date | Percentage Variance | \$ Variance YTD Plan |
|--|------------------|------------------|---------------------|-----------------------|------------------------|-------------------------|
| Water Operating Revenue: | | | | | | |
| Water Sales (Note 3) | \$ 480,821 | \$ 480,821 | \$ 5,449,170 | 8.82% | 0.49% | \$ 26,724 |
| Misc. Operations | 1,378 | 1,378 | 20,000 | 6.89% | -1.45% | (289) |
| Total Operating Revenue | 482,199 | 482,199 | 5,469,170 | 8.82% | 0.48% | 26,435 |
| Water Operating Expense: | | | | | | |
| Salaries | 27,020 | 27,020 | 435,382 | 6.21% | 2.13% | 9,262 |
| Salaries Overtime | 615 | 615 | 11,000 | 5.59% | 2.75% | 302 |
| Benefits | 42,040 | 42,040 | 158,416 | 26.54% | -18.21% | (28,840) |
| OPEB Prefunding | - | - | 3,140 | 0.00% | 8.34% | 262 |
| Payroll Taxes | 2,127 | 2,127 | 41,069 | 5.18% | 3.15% | 1,295 |
| Technical Communications | 1,307 | 1,307 | 12,325 | 10.60% | -2.27% | (280) |
| Utilities | 16,981 | 16,981 | 200,088 | 8.49% | -0.15% | (307) |
| Supplies and Small Tools | 219 | 219 | 15,450 | 1.42% | 6.92% | 1,069 |
| Maintenance of Sytem | 4,169 | 4,169 | 66,715 | 6.25% | 2.08% | 1,391 |
| Special Services | 11,156 | 11,156 | 181,823 | 6.14% | 2.20% | 3,996 |
| Vehicle Expense | 992 | 992 | 35,865 | 2.77% | 5.57% | 1,997 |
| Water Purchases | 181,635 | 181,635 | 2,090,820 | 8.69% | -0.35% | (7,400) |
| Admin. and General Expenditures | | | | | | |
| Salaries | 41,090 | 41,090 | 501,193 | 8.20% | 0.13% | 676 |
| Salaries-Temporary | - | - | 2,120 | 0.00% | 8.35% | 177 |
| Salaries-Overtime | - | - | 2,120 | 0.00% | 8.35% | 177 |
| Employee Benefits | 73,506 | 73,506 | 206,489 | 35.60% | -27.26% | (56,298) |
| Payroll Taxes | 3,046 | 3,046 | 46,149 | 6.60% | 1.73% | 800 |
| OPEB | - | - | 4,752 | 0.00% | 8.33% | 396 |
| Office Supplies and Postage | 583 | 583 | 9,910 | 5.88% | 2.45% | 243 |
| Memberships | 3,795 | 3,795 | 53,128 | 7.14% | 1.19% | 632 |
| Utilities | 33 | 33 | 1,492 | 2.21% | 6.10% | 91 |
| Telephone | 292 | 292 | 3,808 | 7.67% | 0.66% | 25 |
| Water Conservation | - | - | 5,600 | 0.00% | 8.34% | 467 |
| Building & Grounds Maintenance | 1,190 | 1,190 | 12,649 | 9.41% | -1.08% | (136) |
| Parking Rentals | 315 | 315 | 3,969 | 7.94% | 0.40% | 16 |
| Directors Fees | 500 | 500 | 7,900 | 6.33% | 2.00% | 158 |
| Engineering Services | 1,092 | 1,092 | 50,619 | 2.16% | 6.18% | 3,126 |
| Accounting | 5,663 | 5,663 | 33,395 | 16.96% | -8.62% | (2,880) |
| Legal | 3,218 | 3,218 | 16,400 | 19.62% | -11.29% | (1,851) |
| Billing | 1,096 | 1,096 | 43,285 | 2.53% | 5.80% | 2,511 |
| Communications | 1,401 | 1,401 | 23,184 | 6.04% | 2.29% | 531 |
| Insurance | 5,448 | 5,448 | 56,954 | 9.57% | -1.23% | (702) |
| Bad Debts (Note 1) | - | - | 1,000 | 0.00% | 8.30% | 83 |
| Travel | 199 | 199 | 15,815 | 1.26% | 7.08% | 1,119 |
| Miscellaneous | 52 | 52 | 10,118 | 0.51% | 7.82% | 791 |
| Banking and Cr. Card Fees | 1,469 | 1,469 | 22,805 | 6.44% | 1.89% | 431 |
| Total Admin. and General Expenditures | 143,988 | 143,988 | 1,134,854 | 12.69% | -4.35% | (49,417) |
| Depreciation Expense | 22,930 | 22,930 | 295,165 | 7.77% | 0.56% | 1,667 |
| Total Water Operating Expense | 455,179 | 455,179 | 4,682,112 | 9.72% | -1.39% | (65,003) |
| Water Operating Income (Loss) | 27,020 | 27,020 | 787,058 | 3.43% | -4.90% | (38,568) |
| Water Non-operating Income (Expense): | | | | | | |
| Property Taxes | 26,187 | 26,187 | 517,611 | 5.06% | -3.27% | (16,947) |
| Investment Interest | 11,330 | 11,330 | 49,648 | 22.82% | 14.49% | 7,193 |
| Other Non-Operating Water Income (Expense) | 2,778 | 2,778 | 34,080 | 8.15% | -0.18% | (62) |
| Total Non-operating Income (Expense) | 40,295 | 40,295 | 601,339 | 6.70% | -1.63% | (9,816) |
| Net Income (Loss) | \$ 67,315 | \$ 67,315 | \$ 1,388,397 | 4.85% | -3.48% | \$ (48,384) |

Westborough Water District
Sewer Fund Schedule of Income and Expense - Budget to Actual
For the One Month Ended July 31, 2025

| | July | Year to Date | 2025-26 Budget | Percentage to Date | Percentage Variance | \$ Variance YTD Plan |
|---|-----------------|-----------------|-------------------|-----------------------|------------------------|-------------------------|
| Sanitary Sewer Operating Revenue: | | | | | | |
| Sewer Svc. and Transfer Charges | \$ 312,270 | \$ 312,270 | \$ 3,765,946 | 8.29% | -0.04% | \$ (1,559) |
| Total Operating Revenue | 312,270 | 312,270 | 3,765,946 | 8.29% | -0.04% | (1,559) |
| Sanitary Sewer Operating Expense: | | | | | | |
| Treatment & Disposal | 249,493 | 249,493 | 2,993,912 | 8.33% | 0.00% | - |
| Utilities | 13,423 | 13,423 | 162,547 | 8.26% | 0.08% | 123 |
| Repair of Pipelines | - | - | 5,000 | 0.00% | 8.34% | 417 |
| Repair of Pumps | - | - | 21,000 | 0.00% | 8.33% | 1,750 |
| Miscellaneous Sewer Expenses | 21,614 | 21,614 | 70,946 | 30.47% | -22.13% | (15,703) |
| Admin. and General Expenditure | | | | | | |
| Salaries | 6,039 | 6,039 | 104,138 | 5.80% | 2.53% | 2,639 |
| Employee Benefits | 16,253 | 16,253 | 45,530 | 35.70% | -27.36% | (12,459) |
| Payroll Taxes | 652 | 652 | 10,120 | 6.44% | 1.89% | 191 |
| OPEB Prefunding | - | - | 489 | 0.00% | 8.38% | 41 |
| Office Supplies and Postage | 250 | 250 | 4,247 | 5.89% | 2.45% | 104 |
| Memberships | 2,523 | 2,523 | 492 | 512.80% | -504.47% | (2,482) |
| Telephone | 125 | 125 | 1,632 | 7.66% | 0.67% | 11 |
| Water Conservation | - | - | 2,400 | 0.00% | 8.33% | 200 |
| Building & Grounds Maintenance | 37 | 37 | 2,489 | 1.49% | 6.83% | 170 |
| Parking Rentals | 135 | 135 | 1,701 | 7.94% | 0.41% | 7 |
| Directors Fees | 500 | 500 | 4,400 | 11.36% | -3.02% | (133) |
| Engineering Services | 425 | 425 | 19,250 | 2.21% | 6.12% | 1,179 |
| Accounting | 5,663 | 5,663 | 33,395 | 16.96% | -8.62% | (2,880) |
| Legal | 1,402 | 1,402 | 16,400 | 8.55% | -0.21% | (35) |
| Billing | 464 | 464 | 18,551 | 2.50% | 5.83% | 1,082 |
| Communications | 1,161 | 1,161 | 24,853 | 4.67% | 3.66% | 910 |
| Insurance | 5,448 | 5,448 | 56,954 | 9.57% | -1.23% | (702) |
| Bad Debts (Note 1) | - | - | 1,000 | 0.00% | 8.30% | 83 |
| Miscellaneous | 87 | 87 | 4,379 | 1.99% | 6.35% | 278 |
| Banking and Cr. Card Fees | 163 | 163 | 2,534 | 6.43% | 1.89% | 48 |
| Total Admin. and General Expenditures | 41,327 | 41,327 | 354,954 | 11.64% | -3.31% | (11,748) |
| Depreciation Expense | 5,741 | 5,741 | 70,575 | 8.13% | 0.20% | 140 |
| Total Sanitary Sewer Operating Expense | 331,598 | 331,598 | 3,678,934 | 9.01% | -0.68% | (25,021) |
| Sanitary Sewer Operating Income (Loss) | (19,328) | (19,328) | 87,012 | -22.21% | -30.55% | (26,580) |
| Sanitary Sewer Non-operating Income (Expense): | | | | | | |
| Property Taxes | 11,223 | 11,223 | 221,833 | 5.06% | -3.27% | (7,263) |
| Investment Interest | 16,264 | 16,264 | 74,471 | 21.84% | 13.51% | 10,058 |
| Total Non-operating Income (Expense) | 27,487 | 27,487 | 296,304 | 9.28% | 0.94% | 2,795 |
| Net Income (Loss) | \$ 8,159 | \$ 8,159 | \$ 383,316 | 2.13% | -6.21% | \$ (23,785) |

WESTBOROUGH WATER DISTRICT
INVESTMENT REPORT FOR PERIOD ENDING: AUGUST 2025

LOCAL AGENCY INVESTMENT FUND
MONTHLY ACTIVITY REPORT

| <u>DATE</u> | <u>AMOUNT</u> | <u>DESCRIPTION</u> | <u>TRANSACTION BALANCE</u> |
|-------------|-------------------|--|--------------------------------|
| | | Beginnning Balance | \$6,960,630.48 |
| 08/13/25 | \$ (1,000,000.00) | Transfer funds to TCB (To cover NSMCSD semi-annual payment check) | \$5,960,630.48 |
| | | Ending Balance | \$5,960,630.48 |

Total Investments Last Report Period = \$6,960,630.48
Total Investments at End of Report Period = \$5,960,630.48

Effective Interest Rate: 4.269%
(as of 06/25)

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

September 08, 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

August 2025 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount |
|----------------|------------------|-----------|----------------|--------------------|-------------------|---------------|
| 8/13/2025 | 8/13/2025 | RW | 1781366 | 1741975 | PATRICIA MAIRENA | -1,000,000.00 |

Account Summary

| | | | |
|-------------------|---------------|--------------------|--------------|
| Total Deposit: | 0.00 | Beginning Balance: | 6,960,630.48 |
| Total Withdrawal: | -1,000,000.00 | Ending Balance: | 5,960,630.48 |

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

MULTI-BANK SECURITIES, INC.
MONTHLY ACTIVITY REPORT

| <u>DATE</u> | <u>AMOUNT</u> | <u>DESCRIPTION</u> | <u>TRANSACTION BALANCE</u> |
|-------------|---------------|-------------------------|--------------------------------|
| | | Beginning Balance | \$142,204.92 |
| 08/31/25 | \$ 406.12 | Change in Account Value | \$142,611.04 |
| | | Ending Balance | \$142,611.04 |

Total Investments Last Report Period = \$142,204.92
Total Investments at End of Report Period = \$142,611.04

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.



MULTI-BANK SECURITIES, INC.*

1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045

Member of FINRA & SIPC; MSRB Registered.

Brokerage Account Statement

Scan for
Online Access



August 1, 2025 - August 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 | \$142,204.92 |
| Net Change in Portfolio¹ | 406.12 |
| ENDING ACCOUNT VALUE | \$142,611.04 |
| Estimated Annual Income | \$5,291.00 |

¹ 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 | 142,204.92 | 142,611.04 |
| 100% | Account Total | \$142,204.92 | \$142,611.04 |

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@mbssecurities.com

Client Service Information

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

Your Account Information

INVESTMENT OBJECTIVE

Investment Objective: NONE SPECIFIED

Please discuss your investment objective with your Account Executive.

TAX LOT DEFAULT DISPOSITION METHOD

Default Method for Mutual Funds: First In First Out

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

Default Method for all Other Securities: First In First Out

BOND AMORTIZATION ELECTIONS

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

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

Include market discount in income annually: No

ELECTRONIC DELIVERY

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

| | | |
|------------------------|---------------|----------------------------------|
| Statements and Reports | Notifications | Tax Documents |
| Trade Confirmations | Prospectus | Proxy/Shareholder Communications |

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

Income and Expense Summary

| | Current Period | | Year-to-Date | |
|------------------------|----------------|---------------|-------------------|---------------|
| | Taxable | Non Taxable | Taxable | Non Taxable |
| Interest Income | | | | |
| Bond Interest | 0.00 | 0.00 | 2,638.25 | 0.00 |
| Total Income | \$0.00 | \$0.00 | \$2,638.25 | \$0.00 |

Portfolio Holdings

| Description | Quantity | Market Price | Market Value | Accrued Interest | Estimated Annual Income | Estimated Yield |
|--|--------------|--------------|--------------|---------------------|-------------------------|--------------------------------|
| FIXED INCOME 100.00% of Portfolio (In Maturity Date Sequence) | | | | | | |
| Certificates of Deposit | | | | | | |
| 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 | 99.7280 | 142,611.04 | 2,101.90 | 5,291.00 | 3.71% |
| Total Certificates of Deposit | 143,000.0000 | | \$142,611.04 | \$2,101.90 | \$5,291.00 | |
| TOTAL FIXED INCOME | 143,000.0000 | | \$142,611.04 | \$2,101.90 | \$5,291.00 | |
| Total Portfolio Holdings | | | | Market Value | Accrued Interest | Estimated Annual Income |
| | | | | \$142,611.04 | \$2,101.90 | \$5,291.00 |

August 1, 2025 - August 31, 2025
WESTBOROUGH WATER DISTRICT**Portfolio Holdings Disclosures****Pricing**

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

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

Estimated Annual Figures

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

Portfolio Holdings Disclosures (continued)

Foreign Currency Transactions (continued)

identified from customary banking sources on the conversion date or the prior business day, increased by up to 1%, unless a particular rate is required by applicable law. Your financial organization may also increase the currency conversion rate. This conversion rate may differ from rates in effect on the date you executed a transaction, incurred a charge, or received a credit. Transactions converted by agents (such as depositories) will be billed at the rates such agents use.

Proxy Vote

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

Variable Rate Securities

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

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

Structured Products

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

Activity Summary (All amounts shown are in base currency)

| | Credits This Period | Debits This Period | Net This Period | Credits Year-to-Date | Debits Year-to-Date | Net Year-to-Date |
|-------------------------------|---------------------|--------------------|-----------------|----------------------|---------------------|------------------|
| Dividends and Interest | \$0.00 | \$0.00 | \$0.00 | \$2,638.25 | \$0.00 | \$2,638.25 |
| Cash | | | | | | |
| Withdrawals | 0.00 | 0.00 | 0.00 | 0.00 | -2,638.25 | -2,638.25 |

August 1, 2025 - August 31, 2025
WESTBOROUGH WATER DISTRICT

Activity Summary (continued)

| | Credits This Period | Debits This Period | Net This Period | Credits Year-to-Date | Debits Year-to-Date | Net Year-to-Date |
|-------------------|---------------------|--------------------|-----------------|----------------------|---------------------|------------------|
| Total Cash | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$2,638.25 | -\$2,638.25 |
| Totals | \$0.00 | \$0.00 | \$0.00 | \$2,638.25 | -\$2,638.25 | \$0.00 |

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. Federal Deposit Insurance Corporation (FDIC) eligible bank deposit sweep products automatically deposit any available cash into FDIC member banks where those balances are eligible for pass through FDIC insurance coverage on swept balances. Balances in FDIC member banks in bank deposit sweep products are not protected by Securities Investor Protection Corporation (SIPC).

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. 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
- 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

Important Information and Disclosures (continued)

The Role of Pershing (continued)

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 (III) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The laws of the State of New York govern.

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

3.C.9

CLAIMS REGISTER: AUGUST 2025

1. GENERAL ACCOUNT FUND:

Total from Cash Disbursements \$ 105,779.84

Checks Issued During Month:

| | |
|--|--------------|
| ACWA-JPIA (Health Benefits & Ins.-09/25 & ADJ Jul-Aug) | 13,654.51 |
| AT&T (P.S. Phone Bill to 08/01/25) | 890.27 |
| AT&T Mobility (Field & Office Cell Phones, 07/03-08/02) | 289.79 |
| CalPERS (Retirement Contributions-08/15/25) | 6,043.37 |
| CalPERS (Retirement Contributions-08/31/25) | 6,646.48 |
| Chavan & Associates, LLP (Accounting Services, 06/25) | 2,500.00 |
| City of Daly City (Sewer Service Fee, 01/25-06/25) | 1,295,287.67 |
| Colina Association (Three Parking Spaces Rental, 09/25) | 450.00 |
| Direct Line (Answering Service, 07/15-08/14) | 385.28 |
| EFTPS (Employment Taxes-08/15/25) | 9,821.44 |
| EFTPS (Employment Taxes-08/31/25) | 10,792.11 |
| EDD (Employment Taxes-08/15/25) | 2,663.70 |
| EDD (Employment Taxes-08/31/25) | 2,949.33 |
| Hanson Bridgett LLP (Special Legal Services & Monthly Retainer-07/25) | 3,425.00 |
| JRocket77 Design (Billing Forms, Window and Return Envelopes & Website Services, Admin & Sewer 06/17-08/13) | 6,313.01 |
| JRocket77 Design (Printing & Mailing of 2024 Water Faucet Newsletter - Printing & Shipping 2025 CCR to WWD Office) | 4,474.07 |
| Legacy Auto Tech LLC (Install Alarm Security System on Truck #88) | 720.59 |
| Lowe's Business (Field Supplies to 08/17/25) | 212.32 |
| Mairena, Patricia (GM Mairena's Internet Services, 07/27-08/26 & 07/25 Gym Membership) | 84.99 |
| PG&E (Summary Bill to 08/19/25) | 28,989.07 |
| Pump Repair Service Co. (Service (5) Vertical Booster Pumps & Motors at Main & Skyline P.S.) | 1,606.29 |
| Quadient Leasing USA, Inc. (Postage Meter Rental, 09/09/25-12/08/25) | 177.15 |
| Quadient Finance USA, Inc. (Postage Meter Refill) | 500.00 |
| SF Water Dept. (Water Purchases, 07/08-08/06) | 174,155.96 |
| So. SF Scavengers (Garbage Services, 07/25) | 125.07 |
| Telstar Instruments, Inc. (Scheduled Service for Volvo Generator At WWD Office) | 2,900.00 |
| Tri Counties Bank (Monthly Charges Ending 07/31/25) | 2,320.06 |
| WEX Bank (Wright Express-Gas Purchases to 08/15/25) | 542.43 |

SUB-TOTAL \$ 1,684,699.80

Updated Checks Voided During Month:

| | |
|--|--|
| | |
|--|--|

TOTAL CLAIMS REGISTER AMOUNT \$ 1,684,699.80

REPORT.: Sep 08 25 Monday
 RUN....: Sep 08 25 Time: 10:55
 Run By.: Wendy Bellinger
 Control Date.: 09/08/25

WESTBOROUGH WATER DISTRICT
 Accounts Payable Cash Requirements

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

Posting Period.: 09-25 Fiscal Period...: (03-26) Cash Account No...: 13110

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

| Invoice No | Description | Invoice Date | Actual Period | Tm | G/L Account # Discount | Gross Amount | Discount Amount | Net Amount |
|-----------------------------|---|----------------------|----------------|----|---------------------------|--------------|-----------------|------------|
| | | Due Date | Fiscal | | | | | |
| 080125- | DIRECTOR AMUZIE'S INTERNET SERVICE, 08/10-09/09 | 08/01/25 08/01/25 | 09-25 03-26 | A | 59450 | 65.00 | .00 | 65.00 |
| ** Vendor's Subtotal -----> | | | | | | 65.00 | .00 | 65.00 |

VENDOR I.D.: ARA01 (VESTIS)

| | | | | | | | | |
|-----------------------------|----------------|----------------------|----------------|---|-------|--------|-----|--------|
| 27427517- | FIELD UNIFORMS | 08/16/25 08/16/25 | 09-25 03-26 | A | 59450 | 258.50 | .00 | 258.50 |
| ** Vendor's Subtotal -----> | | | | | | 258.50 | .00 | 258.50 |

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

| | | | | | | | | |
|-----------------------------|---|----------------------|----------------|---|-------|-------|-----|-------|
| 082225- | DIRECTOR BAUTISTA'S INTERNET SERVICE, 09/25 | 08/22/25 08/22/25 | 09-25 03-26 | A | 59450 | 65.00 | .00 | 65.00 |
| ** Vendor's Subtotal -----> | | | | | | 65.00 | .00 | 65.00 |

VENDOR I.D.: CAS01 (PETTY CASH)

| | | | | | | | | |
|-----------------------------|-----------------------|----------------------|----------------|---|-------|--------|-----|--------|
| 083125- | MISC. EXPENSES, 08/25 | 08/31/25 08/31/25 | 09-25 03-26 | A | 59450 | 110.11 | .00 | 110.11 |
| ** Vendor's Subtotal -----> | | | | | | 110.11 | .00 | 110.11 |

VENDOR I.D.: CHA03 (CHAVAN & ASSOCIATES, LLP)

| | | | | | | | | |
|-----------------------------|----------------------------|----------------------|----------------|---|-------|---------|-----|---------|
| C&A-18820- | ACCOUNTING SERVICES, 07/25 | 09/06/25 09/06/25 | 09-25 03-26 | A | 59450 | 2750.00 | .00 | 2750.00 |
| ** Vendor's Subtotal -----> | | | | | | 2750.00 | .00 | 2750.00 |

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

| | | | | | | | | |
|-----------------------------|--|----------------------|----------------|---|-------|-------|-----|-------|
| 081125- | DIRECTOR CHAMBERS' INTERNET SERVICE, 08/16-09/15 | 08/11/25 08/11/25 | 09-25 03-26 | A | 59450 | 65.00 | .00 | 65.00 |
| ** Vendor's Subtotal -----> | | | | | | 65.00 | .00 | 65.00 |

VENDOR I.D.: FIR02 (FIREMASTER)

| | | | | | | | | |
|-----------------------------|---------------------------|----------------------|----------------|---|-------|--------|-----|--------|
| 001355203- | REFILL FIRE EXTINGUISHERS | 07/21/25 07/21/25 | 09-25 03-26 | A | 59450 | 380.00 | .00 | 380.00 |
| ** Vendor's Subtotal -----> | | | | | | 380.00 | .00 | 380.00 |

VENDOR I.D.: HAC01 (HACH COMPANY)

| | | | | | | | | |
|------------------------------|-------------------------|----------------------|----------------|---|-------|--------|-----|--------|
| 14630069- | WATER SAMPLING SUPPLIES | 08/18/25 08/18/25 | 09-25 03-26 | A | 59450 | 242.89 | .00 | 242.89 |
| 14646748- | WATER SAMPLING SUPPLIES | 08/27/25 08/27/25 | 09-25 03-26 | A | 59450 | 97.07 | .00 | 97.07 |
| ** Vendor's Subtotal --- --> | | | | | | 339.96 | .00 | 339.96 |

VENDOR I.D.: LIF01 (LIFTOFF DIGITAL, LLC)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------------------|----------------|---|-------|-------|-----|-------|
| 37017- | WEB REPORTING & HOSTING, 09/25 | 09/01/25 09/01/25 | 09-25 03-26 | A | 59450 | 75.00 | .00 | 75.00 |
| ** Vendor's Subtotal -----> | | | | | | 75.00 | .00 | 75.00 |

REPORT.: Sep 08 25 Monday
 RUN....: Sep 08 25 Time: 10:55
 Run By.: Wendy Bellinger
 Control Date.: 09/08/25

WESTBOROUGH WATER DISTRICT
 Accounts Payable Cash Requirements

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

Posting Period.: 09-25 Fiscal Period.: (03-26) Cash Account No.: 13110

VENDOR I.D.: MAT01 (EMIKO MATSUBARA)

| Invoice No | Description | Invoice Date | Actual Period | Tm | G/L Account # Discount | Gross Amount | Discount Amount | Net Amount |
|-----------------------------|--|--------------|---------------|----|---------------------------|--------------|-----------------|------------|
| | | Due Date | Fiscal | | | | | |
| 090325- | ONE WWD HET REBATE FOR ACCT NO MAT0001 | 09/03/25 | 09-25 | A | 59450 | 50.00 | .00 | 50.00 |
| | | 09/03/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -- --> | | | | | | 50.00 | .00 | 50.00 |

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

| | | | | | | | | |
|-----------------------------|--|----------|-------|---|-------|-------|-----|-------|
| 080125- | DIRECTOR MEDINA'S INTERNET SEVICE, 08/10-09/09 | 08/01/25 | 09-25 | A | 59450 | 65.00 | .00 | 65.00 |
| | | 08/01/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 65.00 | .00 | 65.00 |

VENDOR I.D.: MR 01 (MRC)

| | | | | | | | | |
|-----------------------------|--|----------|-------|---|-------|--------|-----|--------|
| IN4955741- | XEROX COPIER MAINT. AGREEMENT, 07/19-08/18 | 08/18/25 | 09-25 | A | 59450 | 332.88 | .00 | 332.88 |
| | | 08/18/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 332.88 | .00 | 332.88 |

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

| | | | | | | | | |
|-----------------------------|-----------------------------|----------|-------|---|-------|----------|-----|----------|
| 4813- | ENGINEERING SERVICES, 08/25 | 09/03/25 | 09-25 | A | 59450 | 46670.87 | .00 | 46670.87 |
| | | 09/03/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -- --> | | | | | | 46670.87 | .00 | 46670.87 |

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

| | | | | | | | | |
|-----------------------------|--|----------|-------|---|-------|--------|-----|--------|
| 073125- | DIRECTOR RICHARDS' INTERNET SERVICE, 08/25 | 07/31/25 | 09-25 | A | 59450 | 65.00 | .00 | 65.00 |
| | | 07/31/25 | 03-26 | | | | | |
| 090325- | REIMBURSE DIRECTOR RICHARDS' FOR LAPTOP | 09/03/25 | 09-25 | A | 59450 | 500.00 | .00 | 500.00 |
| | | 09/03/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 565.00 | .00 | 565.00 |

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

| | | | | | | | | |
|-----------------------------|-------------------------|----------|-------|---|-------|----------|-----|----------|
| 083125- | PAYROLL TRANSFER, 08/25 | 08/31/25 | 09-25 | A | 59450 | 52811.26 | .00 | 52811.26 |
| | | 08/31/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 52811.26 | .00 | 52811.26 |

VENDOR I.D.: \A005 (ALMAROOF APATIRA)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR APA0001 | 09/02/25 | 09-25 | Z | 59450 | 65.87 | .00 | 65.87 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 65.87 | .00 | 65.87 |

VENDOR I.D.: \B008 (MARJORIE BLEN)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR BLE0002 | 09/02/25 | 09-25 | Z | 59450 | 44.71 | .00 | 44.71 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -- --> | | | | | | 44.71 | .00 | 44.71 |

VENDOR I.D.: \C029 (MARIA DEL CARMAN CRUZ)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|--------|-----|--------|
| 000C50801- | MQ CUSTOMER REFUND FOR CRU0066 | 09/02/25 | 09-25 | Z | 59450 | 221.53 | .00 | 221.53 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -- --> | | | | | | 221.53 | .00 | 221.53 |

REPORT.: Sep 08 25 Monday
 RUN....: Sep 08 25 Time: 10:55
 Run By.: Wendy Bellinger
 Control Date.: 09/08/25

WESTBOROUGH WATER DISTRICT
 Accounts Payable Cash Requirements

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

Posting Period...: 09-25 Fiscal Period...: (03-26) Cash Account No...: 13110

VENDOR I.D.: \C030 (REBECCA MOLANO & ADOLFO CUSTODIO)

| Invoice No | Description | Invoice Date | Actual Period | G/L Tm | Account # Discount | Gross Amount | Discount Amount | Net Amount |
|-----------------------------|--------------------------------|--------------|---------------|--------|--------------------|--------------|-----------------|------------|
| | | Due Date | Fiscal | | | | | |
| 000C50801- | MQ CUSTOMER REFUND FOR CUS0013 | 09/02/25 | 09-25 | Z | 59450 | 98.86 | .00 | 98.86 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 98.86 | .00 | 98.86 |

VENDOR I.D.: \G022 (JAIRO GALDAMEZ)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|------|-----|------|
| 000C50801- | MQ CUSTOMER REFUND FOR GAL0049 | 09/02/25 | 09-25 | Z | 59450 | 4.95 | .00 | 4.95 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 4.95 | .00 | 4.95 |

VENDOR I.D.: \H002 (KEITH HANG)

| | | | | | | | | |
|------------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR HAN0042 | 09/02/25 | 09-25 | Z | 59450 | 60.28 | .00 | 60.28 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal - ----> | | | | | | 60.28 | .00 | 60.28 |

VENDOR I.D.: \I004 (ALLYSA ISORENA)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR ISO0004 | 09/02/25 | 09-25 | Z | 59450 | 47.57 | .00 | 47.57 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal --- -> | | | | | | 47.57 | .00 | 47.57 |

VENDOR I.D.: \K011 (WILLIAM M. KLEIN)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR KLE0004 | 09/02/25 | 09-25 | Z | 59450 | 83.52 | .00 | 83.52 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 83.52 | .00 | 83.52 |

VENDOR I.D.: \K012 (STEPHEN AUYEUNG & STELLA KUO)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR KUO0006 | 09/02/25 | 09-25 | Z | 59450 | 57.06 | .00 | 57.06 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 57.06 | .00 | 57.06 |

VENDOR I.D.: \L013 (BIANCA LAU)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR LAU0086 | 09/02/25 | 09-25 | Z | 59450 | 94.56 | .00 | 94.56 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 94.56 | .00 | 94.56 |

VENDOR I.D.: \L014 (RANDY LAU)

| | | | | | | | | |
|----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR LAU0088 | 09/02/25 | 09-25 | Z | 59450 | 28.12 | .00 | 28.12 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal ----> | | | | | | 28.12 | .00 | 28.12 |

VENDOR I.D.: \P005 (TERESITA LL. PATRICIO)

| | | | | | | | | |
|-----------------------------|--------------------------------|----------|-------|---|-------|-------|-----|-------|
| 000C50801- | MQ CUSTOMER REFUND FOR PAT0017 | 09/02/25 | 09-25 | Z | 59450 | 80.76 | .00 | 80.76 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal - - -> | | | | | | 80.76 | .00 | 80.76 |

VENDOR I.D.: \R003 (GAYLE ROMINGER)

REPORT.: Sep 08 25 Monday
 RUN....: Sep 08 25 Time: 10:55
 Run By.: Wendy Bellinger
 Control Date.: 09/08/25

WESTBOROUGH WATER DISTRICT
 Accounts Payable Cash Requirements

PAGE: 004
 ID #: PY-RP
 CTL.: 000

Posting Period...: 09-25 Fiscal Period...: (03-26) Cash Account No...: 13110

VENDOR I.D.: \R003 (GAYLE ROMINGER)

| | | | | Invoice Date | Actual Period | | | |
|-----------------------------|--------------------------------|----------|--------|--------------|------------------------|--------------|-----------------|------------|
| Invoice No | Description | Due Date | Fiscal | Tm | G/L Account # Discount | Gross Amount | Discount Amount | Net Amount |
| 000C50801- | MQ CUSTOMER REFUND FOR ROM0016 | 09/02/25 | 09-25 | Z | 59450 | 54.26 | .00 | 54.26 |
| | | 09/02/25 | 03-26 | | | | | |
| ** Vendor's Subtotal -----> | | | | | | 54.26 | .00 | 54.26 |

VENDOR I.D.: \S017 (MICHAEL SOON)

| | | | | | | | | |
|------------|--------------------------------|----------|-------|---|-------|--------|-----|--------|
| 000C50801- | MQ CUSTOMER REFUND FOR SOO0023 | 09/02/25 | 09-25 | Z | 59450 | 119.78 | .00 | 119.78 |
| | | 09/02/25 | 03-26 | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

VENDOR I.D.: \V001 (JEANETTE VASHERESSE)

| | | | | | | | | |
|------------|--------------------------------|----------|-------|-----------------------------|-------|--------|-----|--------|
| 000C50801- | MQ CUSTOMER REFUND FOR VAS0006 | 09/02/25 | 09-25 | Z | 59450 | 114.43 | .00 | 114.43 |
| | | 09/02/25 | 03-26 | | | | | |
| | | | | ** Vendor's Subtotal -----> | | 114.43 | .00 | 114.43 |

** Report's Total -- -----> 105779.84 .00 105779.84
 =====

** Total Vendors On This Report -----> 30
 =====

** Total Vendors Needing Checks -----> 30
 =====

Code Title

 A IMMEDIATE

CONTRACT

THIS CONTRACT, was made this _____ day of _____, 2025, by and between the WESTBOROUGH WATER DISTRICT, a public agency ("District") and HURLEY DIESEL AND POWER, LLC ("Contractor").

WHEREAS, the District desires to obtain major generator preventive maintenance service at the Westborough, Avalon, and Rowntree Lift Stations in South San Francisco, CA; and

WHEREAS, the Contractor desires to furnish such work and has provided proposals dated August 11, 2025, which are attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent herewith to perform the work.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials and equipment required to install the motor control unit being provided by District at the District's Avalon Pump Station, as more particularly described in Exhibit A.
2. **BEGINNING OF WORK AND TIME OF COMPLETION.** After the contract has been executed by the District, the Contractor shall begin work within 30 days from the effective date of the Notice to Proceed issued by the District, and shall complete all of the work called for under this Contract within 365 days from the effective date of the Notice to Proceed. The work is to be performed on a schedule to be mutually agreed upon by the parties.
3. **COMPENSATION.** The Contractor shall furnish and install the equipment and faithfully perform all of the work required under this Contract for a total sum not to exceed \$16,906.14, as more particularly described in Exhibit A ("Total Contract Price"). The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit and any other element of expense or compensation arising out of the work performed hereunder with the exception of the materials being provided by District.
4. **MANNER OF PAYMENT.** Contractor shall submit invoices to District on a monthly basis for services performed during the designated month on the tenth (10th) working day of the following month. District shall render payment within thirty (30) days of receipt of an approved invoice, subject to the retention provisions set forth in Section 13.11 of this Contract.
5. **CHANGES.** The District may, at any time, by written order, make changes within the scope of work described in this Contract. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed upon work, an equitable adjustment as mutually agreed upon shall be made in the compensation and/or schedule of performance. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the work specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice shall be given the District prior to the time that Contractor performs work related to the proposed adjustment in compensation. Any

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

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

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

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

9. **INSURANCE.**

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

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

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

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

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

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

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

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

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

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

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

13. PROVISIONS APPLICABLE TO PUBLIC WORKS CONTRACTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Payroll Records. Contractor's contractors shall keep an accurate payroll record, containing the information, prepared in a format, verified by written declaration, made available for inspection and marked to prevent disclosure of individual worker information upon making it available for inspection, and shall inform AGENCY of the location of payroll records and any change in location, all in accordance with the requirements of Labor Code Section 1776 and subject to penalties to be forfeited to AGENCY as provided therein. The payroll records shall be submitted monthly to AGENCY and directly to the Labor Commissioner. The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section

12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

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

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

13.10 INTENTIONALLY BLANK.

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

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by the District, to deposit in escrow with the District, or with a bank acceptable to the District, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District. If the Contractor elects to submit securities in lieu of having progress payments retained by the District, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

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

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

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

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

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

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

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

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

If to the District:

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

ATTENTION:

Patricia Mairena, General Manager

If to the Contractor:

HURLEY DIESEL AND POWER, LLC
P.O. Box 1503
Benicia, CA 94510

ATTENTION:

Cathy Sharp

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

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

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

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

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

WESTBOROUGH WATER DISTRICT

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

Secretary for District

APPROVED AS TO FORM:

Attorney

Hurley Diesel and Power, LLC

PO Box 1503

Benicia, CA 94510 US

Contact@hdieselandpower.com

EXHIBIT A**Quote****ADDRESS**

Westborough Water District
 Westborough Water District
 PO Box 2747
 South San Francisco, ca 94083

SHIP TO

Westborough Water District
 Avalon Lift
 500 Avalon dr
 South San Francisco, ca 94080

| QUOTE # | DATE | |
|---------|------------|--|
| 1281 | 08/13/2025 | |

SITE CONTACT

Patricia Mairena

| | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|-----|----------|----------|
| | Avalon - Perform Major generator pm service with oil change, oil filters and fuel filters, take oil sample. Inspect and test Transfer switch. Perform 1.5 hour loadtest at 75% load per NFPA 110. Replace battery charger, replace coolant block heater, do cooling system service (hoses and belts are over 20 years old and cracking) | | | |
| 15-40 oil | Diesel Engine oil | 5 | 25.00 | 125.00T |
| 33358 | Wix fuel filter 33358 | 1 | 27.25 | 27.25T |
| WIX 33357 | Wix fuel filter | 1 | 24.75 | 24.75T |
| WIX 51602 | Wix oil filter | 1 | 32.18 | 32.18T |
| Oil Sample | Oil Sample | 1 | 45.00 | 45.00T |
| Labor | Labor Major pm and ATS test | 1 | 1,910.00 | 1,910.00 |
| Labor | Labor load test | 1 | 1,040.00 | 1,040.00 |
| Services | Sens micro genius 24 VDC Battery Charger | 1 | 395.00 | 395.00 |
| 1 ES Complete Coolant | 1 gallon Cummins ES Compleat 50/50 premix coolant | 6 | 26.00 | 156.00T |
| 5/8" silicone hose | 5/8" silicone coolant hose | 8 | 17.30 | 138.40T |
| CT-9410 Breeze constant torque hose clamp, 9/16- 1 1/16 | 9/16" Breeze Constnt Torque Hose Clamp | 4 | 13.52 | 54.08T |
| CT-400L | 3 1/4 to 4 1/8 CT clamp | 8 | 23.10 | 184.80T |
| Hose Kit | Upper and lower radiator hoses | 1 | 320.15 | 320.15T |
| Services | thermostat and seal | 1 | 35.95 | 35.95 |
| Block heater | Coolant Heater, 120 vac, 1500 watt | 1 | 218.00 | 218.00T |

| | DESCRIPTION | QTY | RATE | AMOUNT |
|----------------------|--|-----|----------|----------|
| Miscellaneous | Use of sealant, bolts, fittings, and other consumables | 1 | 75.00 | 75.00 |
| Labor | Labor battery charger, heater and cooling system | 1 | 4,400.00 | 4,400.00 |

Thank you for your business! HDP accepts credit cards, ACH payments, and checks can be mailed to PO Box 1503, Benicia CA 94510
 Upon signed acceptance of this proposal, a non-refundable deposit will be due.
 The deposit required will be e equal to the cost of materials and equipment associated with the project.

| | |
|--------------|-------------------|
| SUBTOTAL | 9,181.56 |
| TAX | 116.78 |
| TOTAL | \$9,298.34 |

Thanks for choosing Hurley Diesel and Power LLC

Accepted By

Accepted Date

Hurley Diesel and Power, LLC

PO Box 1503

Benicia, CA 94510 US

Contact@hdieselandpower.com

Quote**ADDRESS**

Westborough Water District
 Westborough Water District
 PO Box 2747
 South San Francisco, ca 94083

SHIP TO

Westborough Water District
 Westborough Water District
 2263 Westborough Blvd
 South San Francisco, ca 94080

| QUOTE # | DATE | |
|---------|------------|--|
| 1280 | 08/11/2025 | |

SITE CONTACT

Patricia Mairena

| | DESCRIPTION | QTY | RATE | AMOUNT |
|-------------------|--|-----|----------|----------|
| | Rowntree Station - Perform Major generator pm service with oil change, oil filters and fuel filters, take oil sample. Inspect and test Transfer switch. Perform 1.5 hour loadtest at 75% load per NFPA 110 | | | |
| 15-40 oil | Diesel Engine oil | 8 | 25.00 | 200.00T |
| Oil Sample | Oil Sample | 1 | 45.00 | 45.00T |
| 51748XD | Wix oil filter 51748XD | 1 | 65.00 | 65.00T |
| 33697 | Wix Fuel filter 33697 | 1 | 21.25 | 21.25T |
| 33732 | Wix fuel Seperator 33732 | 1 | 51.45 | 51.45T |
| Wix 24070 | Wix spin on Coolant filter | 1 | 21.30 | 21.30T |
| Labor | Labor Major pm and ATS test | 1 | 2,050.00 | 2,050.00 |
| Labor | Labor load test | 1 | 1,310.00 | 1,310.00 |

Thank you for your business! HDP accepts credit cards, ACH payments, and checks can be mailed to PO Box 1503, Benicia CA 94510
 Upon signed acceptance of this proposal, a non-refundable deposit will be due.
 The deposit required will be e equal to the cost of materials and equipment associated with the project.

| | |
|-----------------|-------------------|
| SUBTOTAL | 3,764.00 |
| TAX | 39.90 |
| TOTAL | \$3,803.90 |

Thanks for choosing Hurley Diesel and Power LLC

Hurley Diesel and Power, LLC

PO Box 1503

Benicia, CA 94510 US

Contact@hdieselandpower.com

Quote**ADDRESS**

Westborough Water District
Westborough Water District
PO Box 2747
South San Francisco, ca 94083

SHIP TO

Westborough Water District
Westborough Water District
2263 Westborough Blvd
South San Francisco, ca 94080

| QUOTE # | DATE | |
|---------|------------|--|
| 1279 | 08/11/2025 | |

SITE CONTACT

Patricia Mairena

| | DESCRIPTION | QTY | RATE | AMOUNT |
|-------------------|---|-----|----------|----------|
| | Westborough Station - Perform Major generator pm service with oil change, oil filters and fuel filters, take oil sample. Inspect and test Transfer switch. Perform 1.5 hour loadtest at 75% load per NFPA 110 | | | |
| 15-40 oil | Diesel Engine oil | 8 | 25.00 | 200.00T |
| Oil Sample | Oil Sample | 1 | 45.00 | 45.00T |
| 51748XD | Wix oil filter 51748XD | 1 | 65.00 | 65.00T |
| 33697 | Wix Fuel filter 33697 | 1 | 21.25 | 21.25T |
| 33732 | Wix fuel Seperator 33732 | 1 | 51.45 | 51.45T |
| Wix 24070 | Wix spin on Coolant filter | 1 | 21.30 | 21.30T |
| Labor | Labor Major pm and ATS test | 1 | 2,050.00 | 2,050.00 |
| Labor | Labor load test | 1 | 1,310.00 | 1,310.00 |

Thank you for your business! HDP accepts credit cards, ACH payments, and checks can be mailed to PO Box 1503, Benicia CA 94510
Upon signed acceptance of this proposal, a non-refundable deposit will be due.
The deposit required will be e equal to the cost of materials and equipment associated with the project.

| | |
|--------------|-------------------|
| SUBTOTAL | 3,764.00 |
| TAX | 39.90 |
| TOTAL | \$3,803.90 |

Thanks for choosing Hurley Diesel and Power LLC

State Water Resources Control Board

Division of Drinking Water

August 18, 2025

Patricia Mairena
General Manager
Westborough Water District
2263 Westborough Boulevard
South San Francisco, CA 94080
[sent via email to pmairena@westboroughwater.org]

CROSS-CONNECTION CONTROL PLAN WESTBOROUGH WATER DISTRICT, WATER SYSTEM NO. 4110027

Dear Ms. Mairena,

This letter is in regard to the cross-connection control plan (Plan), submitted on June 28, 2025, for the Westborough Water District (Westborough) water system. The Cross-Connection Control Policy Handbook (CCCPH), adopted by the Division of Drinking Water (Division) and effective July 1, 2024, requires all public water systems (PWS) to develop and submit a Plan to the Division by July 1, 2025. The Plan must include the 13 elements specified within CCCPH section 3.1.4 and describe how the PWS will ensure that their distribution system will not be subject to the backflow of liquids, gases, or other substances.

According to CCCPH section 3.1.4(b), the Plan for a community water system must include, at a minimum, the following cross-connection control program procedures and documentation:

- A description of how the community water system will achieve and maintain compliance with each requirement in Chapter 3 of the CCCPH;
- A description of the process, personnel, and timeframes for completing initial and ongoing hazard assessments pursuant to CCCPH section 3.2.1;
- A description of the legal authority pursuant to CCCPH section 3.1.3 to implement corrective actions in the event a water user fails to comply in a timely manner with the provisions of the PWS's cross-connection control program;
- A description of the process and timeframes for ensuring each backflow prevention assembly (BPA) is inspected and field tested, and air gap (AG) is inspected, at a frequency no less than required by Chapter 3 of the CCCPH;

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

850 Marina Bay Parkway, Bldg. P, 2nd Floor, Richmond, CA 94804-6403 | www.waterboards.ca.gov

- A description of the process and timeframe for ensuring each non-testable backflow preventer that is under the PWS ownership or administration is installed and maintained according to the California Plumbing Code;
- A description of the process for ensuring individuals field testing and inspecting BPAs are no less qualified than required by Chapter 3 of the CCCPH, including but not limited to confirmation of the individual's certification as a backflow prevention assembly tester, field test kit or gage equipment accuracy verification, and BPA field test result reports;
- A description of the procedures and timeframes of activities for responding to backflow incidents, including notification of customers, and reporting of backflow incidents pursuant to CCCPH section 3.5.2;
- Contact information for cross-connection control personnel including any cross-connection control program coordinator and specialist;
- A description of the tracking system that maintains current and relevant information, including recordkeeping information required pursuant to CCCPH section 3.5.1, location and type of each BPA, and highest threat potential hazard from which a given BPA is protecting the public water system distribution system;
- For user supervisors, if used, the required information pursuant to CCCPH section 3.2.2 (f);
- The corrective actions, including timeframes for the corrective actions, that a community water system will implement when a cross-connection exists and the BPA installed is not commensurate with the user premises' hazard or no BPA has been installed, or a BPA needs to be replaced or maintained;
- A description of the public outreach and education program to comply with CCCPH section 3.1.3(a)(9); and
- The procedures for coordination with local entities.

The Division has reviewed Westborough's Plan and finds the Plan acceptable. The Plan should be updated and resubmitted to the Division for review if substantive changes are made to the Plan and the Plan ceases to be representative of Westborough's current operations or program.

If you have any questions regarding this letter, please contact Alison Sim at (510) 620-3465 or via email at Alison.Sim@waterboards.ca.gov.

Sincerely,

 Digitally signed by Van Tsang
Date: 2025.08.18
14:02:19 -07'00'

Van Tsang, P.E.
District Engineer
Santa Clara District
Division of Drinking Water
State Water Resources Control Board

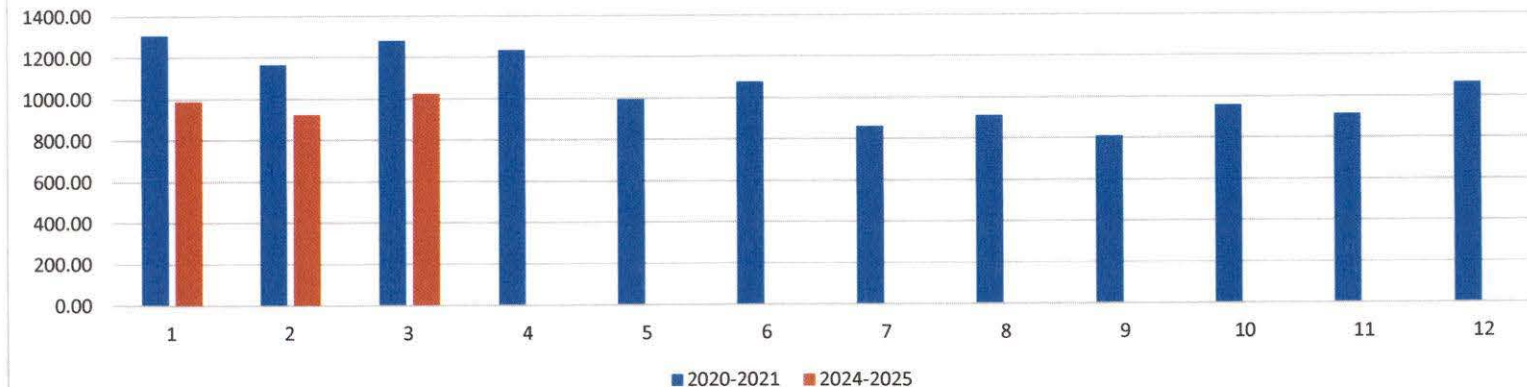
cc (via email): San Mateo County Environmental Health Department
Carlos Arias, Westborough Water District

Water Purchases Comparison 2020-2021 to 2025-2026

| FY 2020-2021 | | | | FY 2025-2026 | | | | 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 | 06/05/25 to 07/07/25 | 32635 | 33 | 988.94 | -318.85 |
| 07/08/20 to 08/06/20 | 34995 | 30 | 1166.50 | 07/08/25 to 08/06/25 | 27691 | 30 | 923.04 | -243.46 |
| 08/07/20 to 09/04/20 | 37162 | 29 | 1281.45 | 08/07/25 to 09/05/26 | 30776 | 30 | 1025.86 | -255.59 |
| 09/05/20 to 10/06/20 | 39480 | 32 | 1233.75 | | | | | |
| 10/05/20 to 11/02/20 | 26876 | 27 | 995.41 | | | | | |
| 11/03/20 to 12/04/20 | 34525 | 32 | 1078.91 | | | | | |
| 12/05/20 to 01/04/21 | 26748 | 31 | 862.84 | | | | | |
| 01/05/21 to 02/01/21 | 25531 | 28 | 911.82 | | | | | |
| 02/02/21 to 03/04/21 | 25095 | 31 | 809.52 | | | | | |
| 03/05/21 to 04/05/21 | 30684 | 32 | 958.88 | | | | | |
| 04/06/21 to 05/05/21 | 27430 | 30 | 914.33 | | | | | |
| 05/06/21 to 06/03/21 | 30907 | 29 | 1065.76 | | | | | |
| Total Purchases | 382590 | 364 | 1051.07 | Total Purchases | 91102 | 93 | 979.59 | |

| | |
|-------------|-------|
| GPCPD YTD | 54.33 |
| GPCPD 24/25 | 50.64 |
| 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 |

Water Purchases Comparison
2020-2021 and 2025-2026



ACWA Region 3 Webinar

Big Impact on a Small Budget: Grant Strategies for Resource Strapped Agencies

I “attended” the subject webinar on Wednesday, August 20, 2025, from 10 – 11:30 AM.

To a large extent the speakers and content were geared toward Region 3, which goes from Modoc County (and the Oregon border) in the north through Inyo County in the south and all along the California/Nevada border. The areas are much more rural (and in the north, forested) than Westborough but the presentation was still interesting.

After introductions by Larry McKenney, Region 3 Chair, the moderator, Nicholas Schneider, GM of Georgetown Divide Public Utility District took over. He said his District had about 4000 connections (about the same size as WWD) but was geographically more spread out. His district was not Disadvantaged (low income) which did restrict him from many State grants. He said it was important to maintain relationships with grantors, including senators, congresspeople, and assembly members. The more they are familiar with your system, the better, and mentioned how congressperson Kiley had recently toured his facilities. The next speaker, Kim Boyd, was Director of Strategic Affairs at Tahoe City Public Utility District. That District does both sewer and water and was about 1.5 to 2 times WWD’s size (they had more sewer than water connections as I recall). It was interesting that she said her district did not have water supply or quality problems (which I guess means the big issue is distribution). Her 10-year CIP is about \$129.6M and was clearly looking for grants. She said grants were more likely if they provide multiple benefits, like recreation, fire suppression, resilience, water quality, etc. She also suggested getting familiar with various sources of grants, like EPA, US Bureau of Reclamation, State agencies, etc. and to model grants after successful grants, whose applications are usually posted on the grantor’s web site. It was also mentioned that most projects should be shovel ready and agencies should be prepared to spend some resources for grant administration if successful. Grantors do want to know how their money is being spent. Nicholas said that FEMA grants were the worst. “The most expensive free money is from FEMA.”

The second panel member was Robert Heather who is a Water Resources Engineer for Zanjero, a consulting firm. He had prepared many grant requests for panel members. He said make sure you meet eligibility requirements for any grant you apply for, and it is best to review grading criteria to help guide application preparation. He also stressed grant management and said District reputation was important. Build those relationships and be a collaborative partner. Get to know grantors even before applying for grants. Invite them to your events.

The last panel member was Ian Lyle, an ACWA person stationed in Washington DC. He spoke primarily on earmarks, which were banned from 2011 until 2021, but were now in vogue again.

Funding is for one year only and the deadline for application is usually sometime between February and late March, but your member of the Legislature would really want it a month or two before then. Earmark requests need politically correct names and letters of support help. Get to know staffers on both the policy and appropriation sides of things (congress members have both). Earmarks should be in appropriation bills, but congress has not been very successful in passing those. The last Continuing Resolution did not have any earmarks, but Ian said there should be some this time. Given what is happening in Washington, I would not bet on it.

The Q & A session was primarily a discussion among panelists. My take-away from the presentation was that relationships matter and that grants are a lot of work, both in preparing the application and in monitoring the grant if successful. The agencies on the panel seemed to use consultants. They also stress learning from your neighboring Districts. I know there have been some suggestions from the BAWSCA board that BAWSCA get involved in grants/grant writing, which may be considered as part of Strategy 2050 (possibly available on a subscription basis). I do not think BAWSCA or WWD has the staffing to do much with grants/earmarks at this time, but we can talk about it if desired.