



AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, JANUARY 8, 2024, AT 4:30 PM**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF BOARD OF DIRECTORS

President Hernandez____ Vice President Rojas____ Director Argudo____
Director Barajas____ Director Escalera____

4. PUBLIC COMMENT

Anyone wishing to discuss items on the agenda or pertaining to the District may do so now. The Board may allow additional input during the meeting. A five-minute limit on remarks is requested.

5. ADOPTION OF AGENDA

Each item on the Agenda shall be deemed to include an appropriate motion, resolution or ordinance to take action on any item. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the District office, located at the address listed above.

6. REORGANIZATION OF THE BOARD OF DIRECTORS

- A. President
- B. Vice President

7. APPROVAL OF CONSENT CALENDAR

There will be no separate discussion of Consent Calendar items as they are considered to be routine by the Board of Directors and will be adopted by one motion. If a member of the Board, staff, or public requests discussion on a particular item, that item will be removed from the Consent Calendar and considered separately.

- A. Approval of Minutes of the Regular Meeting of the Board of Directors held on December 11, 2023.
- B. Approval of Minutes of the Special Meeting of the Board of Directors held on December 18, 2023.
- C. Approval of District's Expenses for the Month of December 2023.
- D. Approval of City of Industry Waterworks System Expenses for the Month of December 2023.
- E. Receive and File the District's Water Sales Report for December 2023.
- F. Receive and File the City of Industry Waterworks System's Water Sales Report for December 2024.

8. FINANCIAL REPORTS

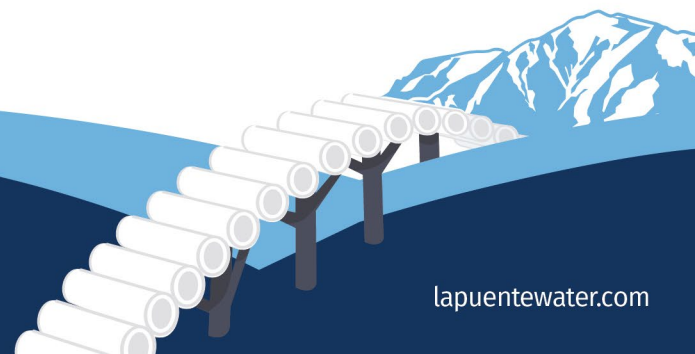
- A. Summary of the District's Cash and Investments as of November 30, 2023.
Recommendation: Receive and File.
- B. Statement of District's Revenue and Expenses as of November 30, 2023.
Recommendation: Receive and File.
- C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of November 30, 2023.
Recommendation: Receive and File.

9. ACTION / DISCUSSION ITEMS

- A. Approval of Attendance of Upcoming Conferences and Events.
Recommendation: Approve Attendance of Upcoming Conference and Events
- B. *Tabled Item* - Consideration of the Sixth Tolling Agreement with the BKK Working Group Regarding Potential Environmental Claims related to the BKK Corporation Landfill Facility.
Recommendation: Board Discretion
- C. Consideration of Proposal from Evoqua Water Technologies for Single Pass Ion Exchange Resin Replacement Services.
Recommendation: Authorize the General Manager to Enter into an Agreement with Evoqua Water Technologies for four (4) Single Pass Ion Exchange Resin Replacement Services.

10. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT

Recommendation: Receive and File



11. TREATMENT AND SUPPLY SUPERINTENDENT'S REPORT

Recommendation: Receive and File

12. ADMINISTRATIVE REPORT

13. GENERAL MANAGER'S REPORT

14. OTHER ITEMS

- A. Upcoming Events.
- B. Information Items.

15. ATTORNEY'S COMMENTS

16. CLOSED SESSION

- A. Conference with Labor Negotiators – Government Code Section 54957.6
District Designated Representatives: Board Of Directors
Unrepresented Employee: General Manager

17. CLOSED SESSION REPORT

18. ACTION ITEM

- A. Consideration and Possible Approval of Amendments to General Manager's Employment Contract.

19. BOARD MEMBER COMMENTS

- A. Report on Events Attended.
- B. Other Comments.

20. FUTURE AGENDA ITEMS

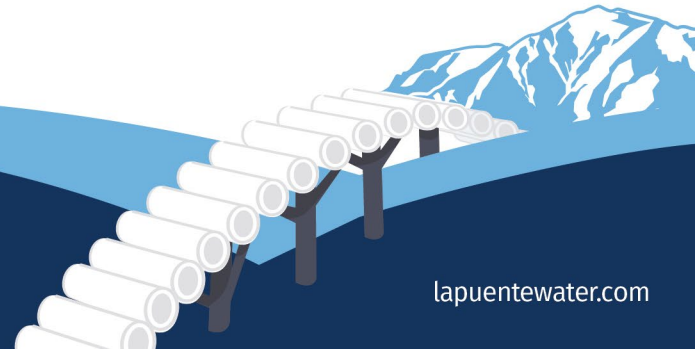
21. ADJOURNMENT

POSTED: Thursday, January 4, 2024.

President Henry P. Hernandez, Presiding.

Any qualified person with a disability may request a disability-related accommodation as needed to participate fully in this public meeting. In order to make such a request, please contact Mr. Roy Frausto, Board Secretary, at (626) 330-2126 in sufficient time prior to the meeting to make the necessary arrangements.

Note: Agenda materials are available for public inspection at the District office or visit the District's website at www.lapuentewater.com.





REORGANIZATION OF THE BOARD OF DIRECTORS



Item 7
Consent Calendar



MINUTES

**REGULAR MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, DECEMBER 11, 2023, AT 4:30 PM**

1. CALL TO ORDER

President Hernandez called the meeting to order at 4:30 pm.

2. PLEDGE OF ALLEGIANCE

President Hernandez led the Pledge of Allegiance

3. ROLL CALL OF BOARD OF DIRECTORS

| | | | | |
|--------------------------------|---------------------------------|----------------------------|-----------------------------|------------------------------|
| President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
| Present | Present | Absent | Present | Present |

Director Argudo arrived to the meeting at 5:05 pm.

OTHERS PRESENT

Staff and Counsel: General Manager & Board Secretary, Roy Frausto; Customer Service & Accounting Supervisor, Shaunte Maldonado; HR Coordinator/Admin Assistant, Angelina Padilla; Operations & Maintenance Superintendent, Paul Zampielo; Water Treatment & Supply Superintendent, Cesar Ortiz; and District Counsel, James Ciampa was present.

4. PUBLIC COMMENT

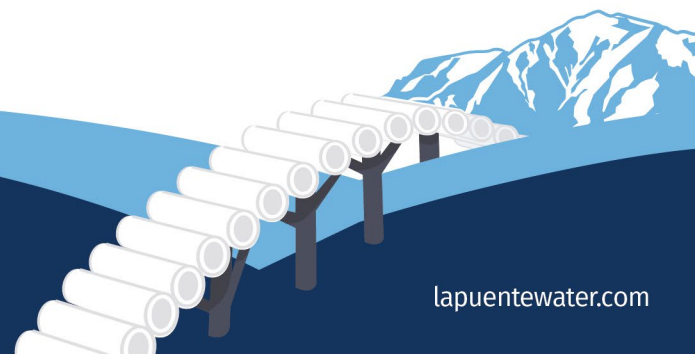
None.

5. ADOPTION OF AGENDA

Motion: Adopt Agenda as Presented.

1st: President Hernandez

2nd: Vice President Rojas



| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

6. APPROVAL OF CONSENT CALENDAR

Motion: Adopt Consent Calendar as Presented.

1st: Vice President Rojas

2nd: Director Escalera

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

7. FINANCIAL REPORTS

A. Summary of the District’s Cash and Investments as of October 31, 2023.

Mr. Frausto provided a summary of the balances in each account and was available for any questions.

Motion: Receive and File.

1st: Vice President Rojas

2nd: Director Escalera

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

B. Statement of District’s Revenue and Expenses as of October 31, 2023.

Ms. Maldonado provided a summary of the Districts Revenue and Expenses and was available for any questions.

Motion: Receive and File.

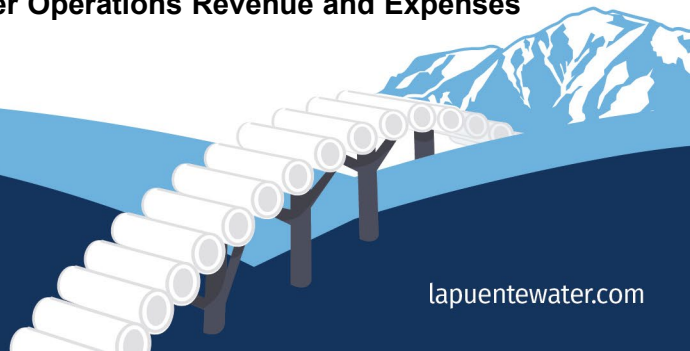
1st: President Hernandez

2nd: Vice President Rojas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

C. Statement of the Industry Public Utilities Water Operations Revenue and Expenses as of October 31, 2023.



Ms. Maldonado provided a summary of Industry’s Revenue and Expenses and was available for any questions.

Motion: Receive and File.

1st: Director Escalera

2nd: Vice President Rojas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

8. WORKSHOP ON THE 2024 DISTRICT BUDGET

Mr. Frausto gave a thorough presentation of the 2024 budget to the Board and was available for any questions.

9. ACTION / DISCUSSION ITEMS

A. Consideration to Cancel the December 25, 2023, Regular Board of Directors Meeting.

Mr. Frausto suggested to the Board that the December 25, 2023, meeting be cancelled due to the Christmas Holiday.

Motion: Cancel the December 25, 2023, Regular Board of Directors Meeting

1st: Vice President Rojas

2nd: President Hernandez

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

B. Consideration of Proposal from Carbon Activated for the Replacement of Vapor Phase Carbon at the District’s BPOU Groundwater Treatment Plant

Mr. Ortiz presented to the Board his staff report on this item and was available to answer any questions.

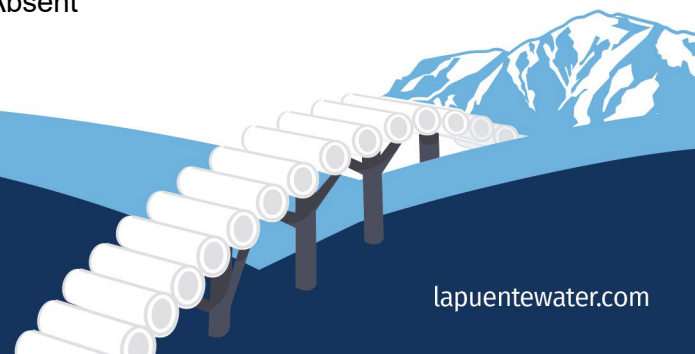
Motion: Ratify Authorization of the General Manager to Proceed with the Work as Specified in the Proposal from Carbon Activated, Inc.

1st: Vice President Rojas

2nd: Director Barajas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent



C. Consideration of Annual Cost of Living Adjustment for District Employees for an Effective Date of January 1, 2024.

Mr. Frausto went over the suggested annual cost of living adjustment.

Motion: Recommendation to approve a 3% COLA Adjustment be applied to all employees' staff salaries.

1st: Vice President Rojas

2nd: Director Barajas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 0 Abstain, 1 Absent

D. Review and Approval of the Proposed District Budget for Period Ending December 31, 2024.

Mr. Frausto summarized the Budget document included in the packet and was available to answer any questions.

Motion: Approve the Proposed District Budget for Period Ending December 31, 2024.

1st: Vice President Rojas

2nd: President Hernandez

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Abstain | Yes | Yes |

Motion carried by a vote of: 4 Yes, 0 No, 1 Abstain, 0 Absent

E. Approval of the Proposed 2024 Salary Schedule for an Effective Date of January 1, 2024.

Mr. Frausto went over the proposed salary schedule for 2024 and was available for any questions.

Motion: Approve the Proposed 2024 Salary Schedule

1st: Director Barajas

2nd: Director Argudo

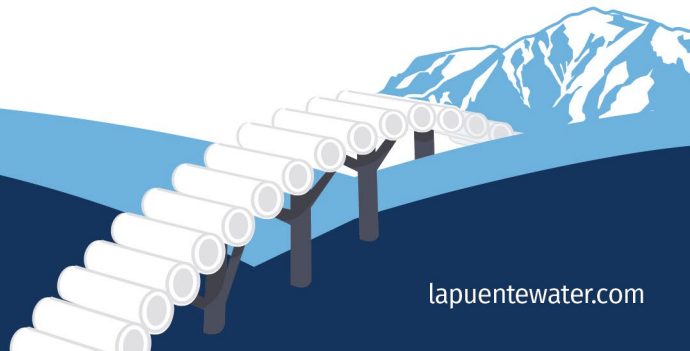
| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

F. Consideration of Resolution No. 299, Approving a 9/80 Alternative Workweek.

Mr. Frausto went over the proposal of switching to an alternative workweek and was available to answer questions. Director Barajas asked a clarifying question regarding the absorption of the four hours and Ms. Padilla was able to clarify.

Motion: Adopt Resolution No. 299



1st: Director Argudo
 2nd: Director Barajas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

G. Consideration of Resolution No. 300, Revising the District’s Employee Policies and Procedures Manual.

Ms. Padilla went over the outline of changes for the employee manual and was available to answer any questions.

Motion: Adopt Resolution No. 300

1st: Director Argudo
 2nd: President Hernandez

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

H. Consideration of Revising and Approving a new Job Description for the Water Treatment & Supply Superintendent Position.

Mr. Frausto briefly discussed the revision of Mr. Ortiz's position, transitioning it to a salaried role due to his reduced field presence.

Motion: Approve New Job Description.

1st: Director Argudo
 2nd: Director Escalera

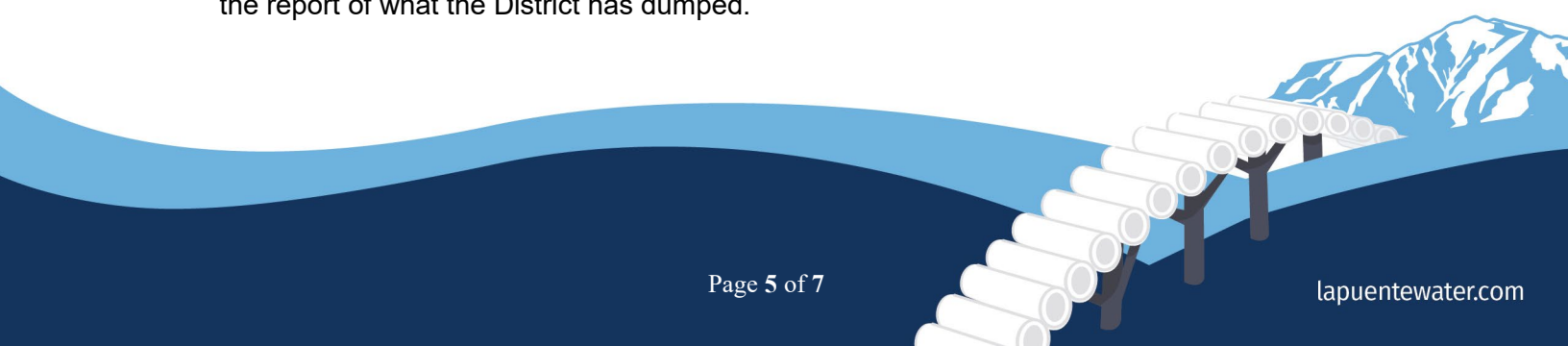
| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

I. Consideration of the Sixth Tolling Agreement with the BKK Working Group Regarding Potential Environmental Claims related to the BKK Corporation Landfill Facility.

Mr. Ciampa went over the tolling agreement and Director Escalera and Director Argudo had questions regarding approving this Sixth Tolling Agreement.

The Directors discussed the different options of either approving or not approving this agreement and Director Argudo asked that Mr. Ciampa ask for an extension, and this be tabled to the next meeting with findings from Mr. Ciampa before moving forward. Director Argudo also asked for the report of what the District has dumped.



Motion: Table Item to the Next Regular Board Meeting.

1st: Vice President Rojas

2nd: Director Argudo

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

10. OPERATIONS AND MAINTENANCE SUPERINTENDENT'S REPORT

Mr. Zampiendo mainly highlighted his field staff on a project they worked on which involved service line replacements and valve replacements.

Motion: Receive and File.

1st: Director Argudo

2nd: Director Escalera

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

11. TREATMENT AND SUPPLY SUPERINTENDENT'S REPORT

Mr. Ortiz briefly summarized his report and highlighted BPOU and PVOU plant operations.

Motion: Receive and File.

1st: Director Argudo

2nd: President Hernandez

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

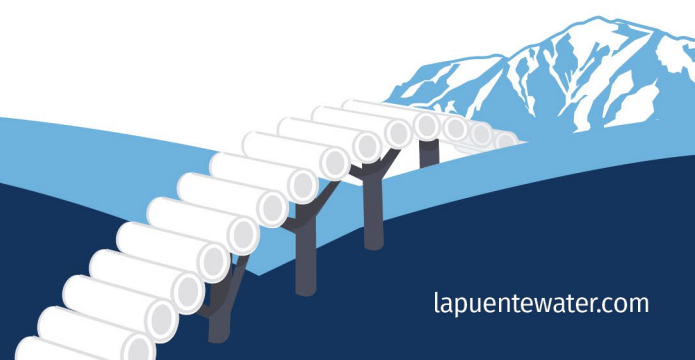
Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

12. ADMINISTRATIVE REPORT

Ms. Padilla went over some Board items and social media analytics and was available for any questions.

13. GENERAL MANAGER'S REPORT

Mr. Frausto provided a summary to the Board on various topics, including Baldwin Park key well, PVOU IZ & SZ budget, and the City of Industry feasibility study. Mr. Frausto also informed the Board of the agreement with Industry for operational services. He also highlighted Director Escalera's 22 years of service with the District.



14. OTHER ITEMS

A. Upcoming Events.

No upcoming events at this time.

B. Information Items.

Included in the Board Packet.

15. ATTORNEY’S COMMENTS

None.

16. CLOSED SESSION

President Hernandez recessed into closed session at 5:50 pm to discuss the following item:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION.

POSITION: GENERAL MANAGER

17. CLOSED SESSION REPORT

Mr. Ciampa briefed the board and provided the following closed session report; no reportable action taken, nothing to report.

18. BOARD MEMBER COMMENTS

A. Report on Events Attended.

None.

B. Other Comments.

None.

19. FUTURE AGENDA ITEMS

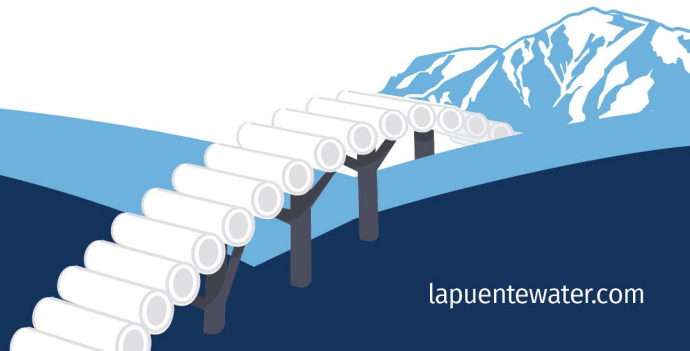
20. ADJOURNMENT

President Henry P. Hernandez adjourned the meeting at 6:10 pm.

Attest:

Henry P. Hernandez, Board President

Roy Frausto, Board Secretary





MINUTES

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
LA PUENTE VALLEY COUNTY WATER DISTRICT
112 N. FIRST STREET, LA PUENTE, CALIFORNIA
MONDAY, DECEMBER 18, 2023, AT 11:00 AM**

1. CALL TO ORDER

President Hernandez called the meeting to order at 11:00 am.

2. PLEDGE OF ALLEGIANCE

President Hernandez led the Pledge of Allegiance

3. ROLL CALL OF BOARD OF DIRECTORS

| President | Vice President | Director | Director | Director |
|-----------|----------------|----------|----------|----------|
| Hernandez | Rojas | Argudo | Barajas | Escalera |
| Present | Present | Present | Present | Present |

OTHERS PRESENT

Staff and Counsel: General Manager & Board Secretary, Roy Frausto; Customer Service & Accounting Supervisor, Shaunte Maldonado; HR Coordinator/Admin Assistant, Angelina Padilla; Operations & Maintenance Superintendent, Paul Zampiello; Water Treatment & Supply Superintendent, Cesar Ortiz; and District Counsel, James Ciampa was present.

4. PUBLIC COMMENT

None.

5. ADOPTION OF AGENDA

Motion: Adopt Agenda as Presented.

1st: Director Argudo

2nd: Director Barajas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Yes | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

6. ACTION / DISCUSSION ITEMS

A. Consideration of opening a California Cooperative Liquid Assets Securities System (CLASS) Account.

Mr. Frausto along with Ms. Cindy Byerrum from Eide Bailly, went over the benefits of opening a CLASS Account and highlighted the biggest difference, which is the amount of interest that CLASS is paying in comparison to the LAIF account. Director Argudo and Director Escalera asked some clarifying questions, and Ms. Byerrum and Mr. Frausto were able to address their questions.

Motion: Authorize the General Manager to Open a CLASS Account

1st: Director Escalera

2nd: Vice President Rojas

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

B. Consideration of Investments of the District's Reserve Funds.

Mr. Frausto asked the board to consider the transfer of funds to the CLASS account.

Motion: Approve the Transfer of \$3,800,000 from the Districts Local Agency Investment Fund (LAIF) account to the Districts California Cooperative Liquid Assets Securities System (CLASS) Account.

1st: Vice President Rojas

2nd: President Hernandez

| | President Hernandez | Vice President Rojas | Director Argudo | Director Barajas | Director Escalera |
|-------------|----------------------------|-----------------------------|------------------------|-------------------------|--------------------------|
| Vote | Yes | Yes | Absent | Yes | Yes |

Motion carried by a vote of: 5 Yes, 0 No, 0 Abstain, 0 Absent

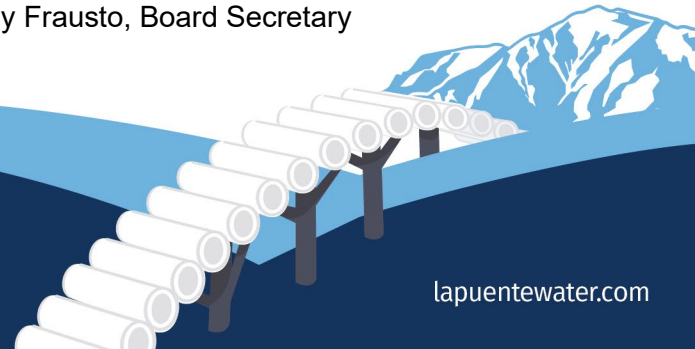
7. ADJOURNMENT

President Henry P. Hernandez adjourned the meeting at 11:12 am.

Attest:

Henry P. Hernandez, Board President

Roy Frausto, Board Secretary



La Puente Water District December 2023 Disbursements

| Check # | Payee | Amount | Description |
|---------|-------------------------------------|--------------|-------------------------------------|
| 11384 | Answering Service Care, LLC | \$ 281.67 | Answering Service |
| 11385 | Petty Cash | \$ 100.00 | Administrative Expense |
| 11386 | John P Escalera | \$ 698.67 | ACWA 2023 Fall Conference |
| 11387 | REYNOLDS BUICK INC | \$ 31,994.50 | Vehicle Purchase |
| 11388 | 10-8 Retrofit Inc | \$ 387.19 | Vehicle Maintenance |
| 11389 | Alexandra Guevara | \$ 460.00 | Cleaning Service |
| 11390 | Cintas | \$ 217.26 | Uniform Service |
| 11391 | Concentra | \$ 250.00 | Administrative Expense |
| 11392 | Evoqua | \$ 99,504.70 | Nitrate System Expense |
| 11393 | Highroad IT | \$ 1,946.70 | Technical Support |
| 11394 | Merritt's Hardware | \$ 82.88 | Field Supplies |
| 11395 | Mutual of Omaha | \$ 1,222.73 | Life & Disability Insurance |
| 11396 | O'Reilly Auto Parts | \$ 25.29 | Vehicle Maintenance |
| 11397 | Olson Resources | \$ 75.00 | HR Support |
| 11398 | Peck Road Gravel | \$ 540.00 | Asphalt & Concrete |
| 11399 | Premier Access Insurance Co | \$ 3,580.90 | Dental Insurance |
| 11400 | SC Edison | \$ 6,493.58 | Power Expense |
| 11401 | SG Creative , LLC | \$ 440.00 | Graphic Design |
| 11402 | Sonsray Machinery | \$ 2,151.25 | Backhoe Maintenance |
| 11403 | Underground Service Alert | \$ 123.04 | Line Notifications |
| 11404 | Vulcan Materials Company | \$ 494.24 | Asphalt & Concrete |
| 11405 | Weck Laboratories Inc | \$ 47.10 | Water Sampling |
| 11406 | United Site Services | \$ 664.78 | Restroom Service @ BP Plant |
| 11407 | ACP Publications & Marketing | \$ 3,574.30 | Add'l Prop 18 Notices |
| 11408 | Corporate Billing LLC Dept | \$ 4,899.62 | Truck Maintenance |
| 11409 | Henry P Hernandez | \$ 785.11 | ACWA 2023 Fall Conference |
| 11410 | State Water Resources Control Board | \$ 90.00 | R. Frausto T3 Certification Renewal |
| 11411 | Applied Technology Group Inc | \$ 30.00 | Radio System |
| 11412 | Chevron | \$ 3,128.59 | Truck Fuel |
| 11413 | InfoSend | \$ 1,196.91 | Billing Expense |
| 11414 | Public Water Agencies Group | \$ 578.25 | Administrative Support |
| 11415 | Spectrum Business | \$ 297.97 | Telephone Service |
| 11416 | Valley Vista Services | \$ 394.54 | Trash Service |
| 11417 | Weck Laboratories Inc | \$ 473.60 | Water Sampling |
| 11418 | Western Water Works | \$ 1,598.97 | Inventory |
| 11419 | Spectrum Business | \$ 717.17 | Telephone Service |
| 11420 | State Water Resource Control Board | \$ 21,466.00 | Annual Permit Fee |
| 11421 | Baldwin Park FARP | \$ 60.00 | Annual Registration |
| 11422 | Hunter Electric | \$ 1,485.97 | Well 5 Maintenance |
| 11423 | Northstar Chemical | \$ 3,450.58 | Chemicals Expense |
| 11424 | Northstar Chemical | \$ 10,173.92 | Chemicals Expense |
| 11425 | Weck Laboratories Inc | \$ 2,465.28 | Water Sampling |
| 11426 | Weck Laboratories Inc | \$ 88.86 | Water Sampling |
| 11427 | D&H Water Systems | \$ 267.20 | Water Treatment Supplies |
| 11428 | William R Rojas | \$ 699.79 | ACWA 2023 Fall Conference |
| 11429 | Answering Service Care, LLC | \$ 179.60 | Answering Service |

La Puente Water District December 2023 Disbursements - continued

| Check # | Payee | Amount | Description |
|-----------------------|----------------------------------|----------------------|---|
| 11430 | Canon Financial Services, Inc | \$ 114.92 | Copier Expense |
| 11431 | Eide Bailly LLP | \$ 1,300.20 | Administrative Support |
| 11432 | Jack Henry & Associates | \$ 27.25 | Web E-Check Fee's |
| 11433 | Lagerlof LLP | \$ 2,487.50 | Attorney Fee's |
| 11434 | Peck Road Gravel | \$ 540.00 | Asphalt & Concrete |
| 11435 | San Gabriel Valley Water Company | \$ 159.56 | Water Service |
| 11436 | Spectrum Business | \$ 342.68 | Telephone Service |
| 11437 | Verizon Connect Fleet USA LLC | \$ 174.50 | Vehicle Tracking |
| 11438 | Weck Laboratories Inc | \$ 212.70 | Water Sampling |
| 11440 | ACWA/JPIA | \$ 37,682.27 | Health Benefits |
| 11441 | Citi Cards | \$ 3,796.60 | Administrative Expense |
| 11442 | Lagerlof LLP | \$ 1,137.50 | Attorney Fee's |
| 11443 | Paul A Zampiello | \$ 3,000.00 | Educational Reimbursement |
| 11444 | Edward Fierro | \$ 187.00 | Educational Reimbursement |
| 11445 | Shaunte L Maldonado | \$ 611.15 | Educational Reimbursement |
| 11446 | Jordan R Navarro | \$ 325.00 | Educational Reimbursement |
| 11447 | Sequel Contractors | \$ 3,122.84 | Construction Meter Refund |
| 11448 | LCR Earthwork & Engineering Corp | \$ 2,660.80 | Construction Meter Refund |
| 11449 | Gregory B Galindo | \$ 192.56 | 2023 Benefits Overpayment |
| 11450 | Hunter Electric | \$ 8,063.07 | Zone 2 Maintenance |
| 11451 | Sunbelt Rentals | \$ 333.40 | Concrete Patches |
| 11452 | Tri County Pump Company | \$ 1,775.00 | Booster 1 Maintenance |
| 11453 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 11454 | Verizon Wireless | \$ 344.17 | Cellular Service |
| 11455 | Weck Laboratories Inc | \$ 18.90 | Water Sampling |
| 11456 | Western Water Works | \$ 1,451.02 | Office Supplies |
| 11457 | SC Edison | \$ 480.56 | Power Expense |
| 11458 | SC Edison | \$ 47,976.54 | Power Expense |
| 11459 | Verizon Wireless | \$ 114.03 | Cellular Service |
| 11460 | SC Edison | \$ 3,359.20 | Power Expense |
| Online | Employment Development Dept | \$ 8,395.62 | California State & Unemployment Taxes |
| Online | United States Treasury | \$ 33,710.19 | Federal, Social Security & Medicare Taxes |
| Online | Lincoln Financial Group | \$ 12,082.50 | Deferred Compensation |
| Online | CalPERS | \$ 16,587.80 | Retirement Program |
| Autodeduct | Bluefin Payment Systems | \$ 1,035.08 | Web Merchant Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 27.05 | Tokenization Fee |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 137.00 | Merchant Fee's |
| Total Payables | | \$ 403,969.89 | |

La Puente Water District December 2023 Disbursements

| | |
|-----------------------------------|----------------------|
| Total Vendor Payables | <u>\$ 403,969.89</u> |
| Total Payroll | <u>\$ 105,010.27</u> |
| Total December 2023 Disbursements | <u>\$ 508,980.16</u> |

La Puente Valley County Water District
Payroll Summary
December 2023

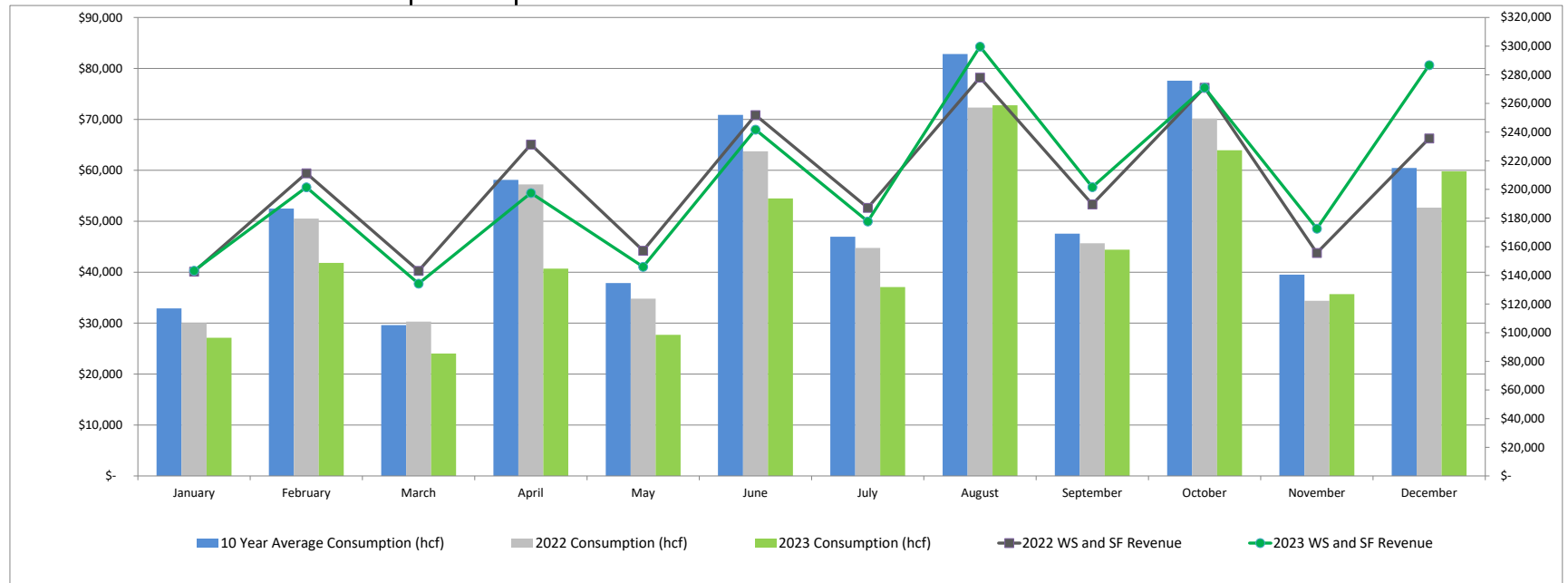
| | <u>Dec 23</u> |
|--|-------------------|
| Employee Wages, Taxes and Adjustments | |
| Gross Pay | |
| Total Gross Pay | 146,082.73 |
| Deductions from Gross Pay | |
| 457b Plan Employee | -8,055.00 |
| CalPers EEC | -3,877.75 |
| Total Deductions from Gross Pay | <u>-11,932.75</u> |
| Adjusted Gross Pay | 134,149.98 |
| Taxes Withheld | |
| Federal Withholding | -13,517.00 |
| Medicare Employee | -2,119.26 |
| Social Security Employee | -7,892.47 |
| CA - Withholding | -5,441.25 |
| Medicare Employee Addl Tax | -169.73 |
| Total Taxes Withheld | <u>-29,139.71</u> |
| Net Pay | <u>105,010.27</u> |
| Employer Taxes and Contributions | |
| Medicare Company | 2,119.26 |
| Social Security Company | 7,892.47 |
| CA - Unemployment | 92.70 |
| CA - Employment Training Tax | 6.18 |
| Total Employer Taxes and Contributions | <u>10,284.61</u> |

Industry Public Utilities December 2023 Disbursements

| Check # | Payee | Amount | Description |
|--|--|----------------------|-------------------------------------|
| 5920 | Answering Service Care, LLC | \$ 281.66 | Answering Service |
| 5921 | Cintas | \$ 217.23 | Uniform Service |
| 5922 | Civiltec Engineering Inc | \$ 3,022.50 | Engineering Support |
| 5923 | Highroad IT | \$ 1,297.80 | Technical Support |
| 5924 | Merritt's Hardware | \$ 119.14 | Field Supplies |
| 5925 | Peck Road Gravel | \$ 540.00 | Asphalt & Concrete |
| 5926 | SC Edison | \$ 3,494.11 | Power Expense |
| 5927 | State Water Resource Control Board | \$ 868.00 | Annual Permit Fee |
| 5928 | Underground Service Alert | \$ 123.04 | Line Notifications |
| 5929 | Vulcan Materials Company | \$ 494.23 | Asphalt & Concrete |
| 5930 | Weck Laboratories Inc | \$ 253.50 | Water Sampling |
| 5931 | G. M. Sager Construction | \$ 8,200.00 | Asphalt & Concrete |
| 5932 | InfoSend | \$ 942.79 | Billing Expense |
| 5933 | Janus Pest Management Inc | \$ 65.00 | Rodent Control |
| 5934 | La Puente Valley County Water District | \$ 56,578.53 | Labor Costs - November |
| 5935 | S & J Supply Co Inc | \$ 680.63 | Hydrant Replacement |
| 5936 | SC Edison | \$ 17,590.48 | Power Expense |
| 5937 | SoCal Gas | \$ 16.27 | Gas Expense |
| 5938 | Spectrum Business | \$ 81.72 | Telephone Service |
| 5939 | Spectrum Business | \$ 297.97 | Telephone Service |
| 5940 | Answering Service Care, LLC | \$ 179.60 | Answering Service |
| 5941 | Canon Financial Services, Inc | \$ 114.92 | Copier Lease |
| 5942 | Eide Bailly LLP | \$ 2,426.05 | Administrative Expenses |
| 5943 | Industry Public Utility Commission | \$ 1,148.70 | Industry Hills Power Expense |
| 5944 | La Puente Valley County Water District | \$ 51,260.10 | O&M Fee - 4th Qtr |
| 5946 | Peck Road Gravel | \$ 540.00 | Asphalt & Concrete |
| 5947 | San Gabriel Valley Water Company | \$ 1,166.70 | Water Service |
| 5948 | Verizon Connect Fleet USA LLC | \$ 174.50 | Vehicle Tracking |
| 5949 | Weck Laboratories Inc | \$ 253.50 | Water Sampling |
| 5950 | Citi Cards | \$ 144.42 | Administrative Expenses |
| 5951 | SoCal Gas | \$ 15.29 | Gas Expense |
| 5952 | Verizon Wireless | \$ 76.02 | Cellular Service |
| 5953 | Verizon Wireless | \$ 344.16 | Cellular Service |
| Autodeduct | Bluefin Payment Systems | \$ 1,174.33 | Web Merchant Fee's |
| Autodeduct | Bluefin Payment Systems | \$ 23.20 | Tokenization Fee - November |
| Autodeduct | First Data Global Leasing | \$ 44.00 | Credit Card Machine Lease - Monthly |
| Autodeduct | Wells Fargo Merchant Fee's | \$ 45.70 | Credit Card Merchant Fee's |
| Autodeduct | Jack Henry & Associates | \$ 15.95 | Web E-Check Fee's |
| Online | Home Depot Credit Services | \$ 51.76 | Field Supplies |
| Online | Home Depot Credit Services | \$ 122.49 | Field Supplies |
| Total December 2022 Disbursements | | \$ 154,485.99 | |

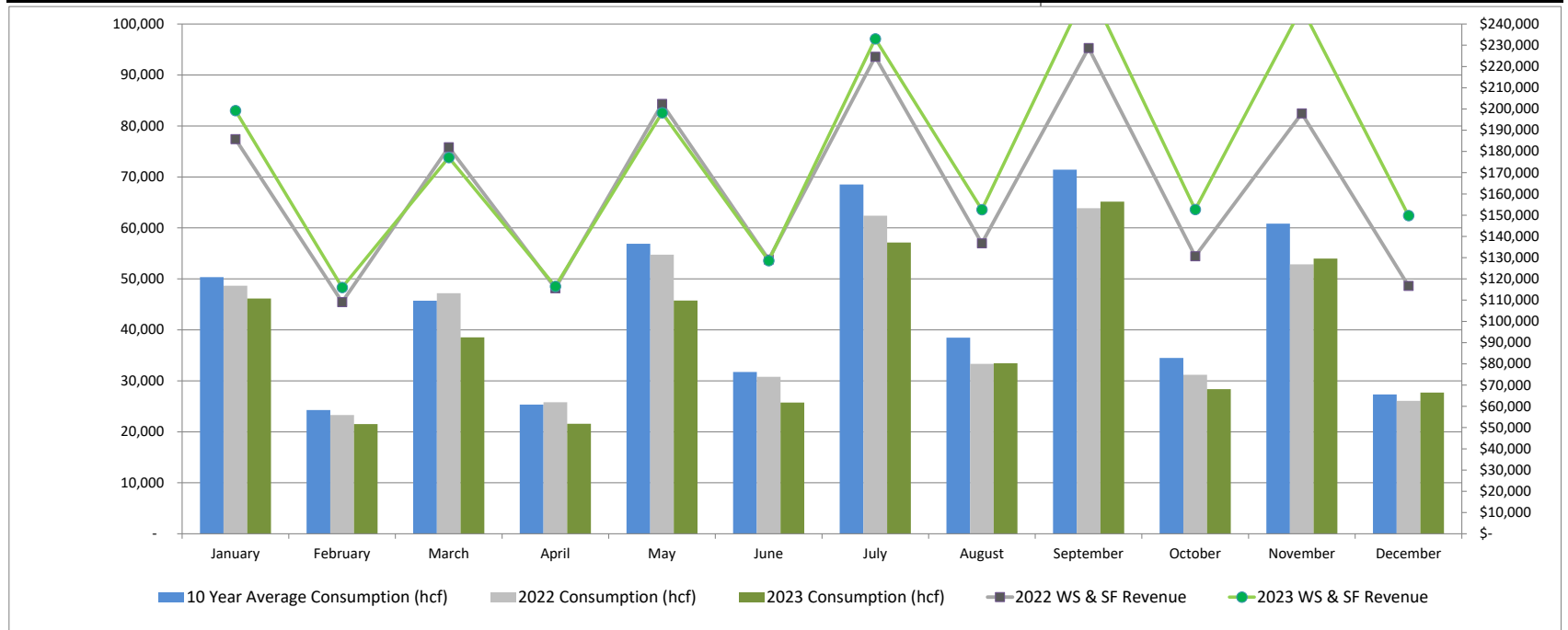
WATER SALES REPORT LPVCWD 2023

| LPVCWD | January | February | March | April | May | June | July | August | September | October | November | December | YTD |
|-----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| No. of Customers | 1,233 | 1,244 | 1,234 | 1,251 | 1,234 | 1,256 | 1,236 | 1,252 | 1,241 | 1,249 | 1,236 | 1,250 | 14,916 |
| 2023 Consumption (hcf) | 27,134 | 41,823 | 24,043 | 40,698 | 27,693 | 54,484 | 37,090 | 72,759 | 44,431 | 63,926 | 35,707 | 59,794 | 529,582 |
| 2022 Consumption (hcf) | 30,028 | 50,516 | 30,287 | 57,235 | 34,805 | 63,736 | 44,747 | 72,317 | 45,688 | 70,182 | 34,384 | 52,672 | 586,597 |
| 10 Year Average Consumption (hcf) | \$ 32,895 | \$ 52,489 | \$ 29,606 | \$ 58,128 | \$ 37,871 | \$ 70,878 | \$ 46,960 | \$ 82,820 | \$ 47,561 | \$ 77,590 | \$ 39,508 | \$ 60,451 | \$ 636,757 |
| 2023 Water Sales | \$ 75,152 | \$ 119,224 | \$ 65,978 | \$ 115,709 | \$ 77,681 | \$ 159,271 | \$ 109,107 | \$ 216,962 | \$ 132,867 | \$ 188,707 | \$ 104,039 | \$ 194,061 | \$ 1,558,759 |
| 2022 Water Sales | \$ 78,737 | \$ 136,210 | \$ 79,575 | \$ 156,218 | \$ 93,717 | \$ 175,590 | \$ 123,715 | \$ 201,938 | \$ 125,971 | \$ 194,818 | \$ 92,325 | \$ 153,404 | \$ 1,612,219 |
| 2023 Service Fees | \$ 68,131 | \$ 82,296 | \$ 68,280 | \$ 81,830 | \$ 68,343 | \$ 82,503 | \$ 68,590 | \$ 82,726 | \$ 68,753 | \$ 82,340 | \$ 68,597 | \$ 92,725 | \$ 915,113 |
| 2022 Service Fees | \$ 63,895 | \$ 75,110 | \$ 63,596 | \$ 75,124 | \$ 63,553 | \$ 76,336 | \$ 63,504 | \$ 76,180 | \$ 63,586 | \$ 76,187 | \$ 63,364 | \$ 82,202 | \$ 842,637 |
| 2023 WS and SF Revenue | \$ 143,283 | \$ 201,520 | \$ 134,258 | \$ 197,538 | \$ 146,024 | \$ 241,774 | \$ 177,697 | \$ 299,688 | \$ 201,620 | \$ 271,047 | \$ 172,636 | \$ 286,786 | \$ 2,473,872 |
| 2022 WS and SF Revenue | \$ 142,632 | \$ 211,320 | \$ 143,171 | \$ 231,342 | \$ 157,270 | \$ 251,926 | \$ 187,219 | \$ 278,118 | \$ 189,557 | \$ 271,006 | \$ 155,689 | \$ 235,606 | \$ 2,454,856 |
| 2023 Hyd Fees | \$ 950 | \$ 750 | \$ 950 | \$ 750 | \$ 950 | \$ 750 | \$ 950 | \$ 750 | \$ 950 | \$ 750 | \$ 950 | \$ 750 | \$ 10,200 |
| 2023 DC Fees | \$ 356 | \$ 11,689 | \$ 356 | \$ 11,689 | \$ 356 | \$ 11,689 | \$ 356 | \$ 11,689 | \$ 356 | \$ 11,689 | \$ 356 | \$ 24,785 | \$ 85,370 |
| 2023 System Revenue | \$ 144,590 | \$ 213,960 | \$ 135,565 | \$ 209,978 | \$ 147,330 | \$ 254,213 | \$ 179,003 | \$ 312,127 | \$ 202,927 | \$ 283,486 | \$ 173,943 | \$ 312,321 | \$ 2,569,442 |



WATER SALES REPORT CIWS 2023

| CIWS | January | February | March | April | May | June | July | August | September | October | November | December | YTD |
|-----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| No. of Customers | 967 | 892 | 967 | 891 | 965 | 893 | 967 | 894 | 969 | 889 | 968 | 893 | 11,155 |
| 2023 Consumption (hcf) | 46,138 | 21,528 | 38,538 | 21,587 | 45,739 | 25,727 | 57,149 | 33,452 | 65,164 | 28,375 | 53,977 | 27,713 | 465,087 |
| 2022 Consumption (hcf) | 48,649 | 23,297 | 47,199 | 25,789 | 54,759 | 30,786 | 62,388 | 33,319 | 63,877 | 31,199 | 52,840 | 26,093 | 500,195 |
| 10 Year Average Consumption (hcf) | 50,340 | 24,264 | 45,724 | 25,354 | 56,891 | 31,739 | 68,515 | 38,483 | 71,435 | 34,483 | 60,845 | 27,324 | 535,396 |
| 2023 Water Sales | \$ 129,349 | \$ 60,205 | \$ 107,228 | \$ 60,663 | \$ 128,297 | \$ 72,801 | \$ 163,037 | \$ 96,550 | \$ 187,318 | \$ 90,475 | \$ 170,151 | \$ 87,681 | \$ 1,353,756 |
| 2022 Water Sales | \$ 123,503 | \$ 58,734 | \$ 119,827 | \$ 65,288 | \$ 140,366 | \$ 78,894 | \$ 162,064 | \$ 86,507 | \$ 166,187 | \$ 80,453 | \$ 135,174 | \$ 66,444 | \$ 1,283,439 |
| 2023 Service Fees | \$ 69,937 | \$ 55,806 | \$ 69,959 | \$ 55,844 | \$ 69,951 | \$ 55,826 | \$ 70,001 | \$ 56,074 | \$ 70,292 | \$ 62,223 | \$ 77,499 | \$ 62,142 | \$ 775,554 |
| 2022 Service Fees | \$ 62,348 | \$ 50,336 | \$ 62,203 | \$ 50,334 | \$ 62,049 | \$ 50,236 | \$ 62,538 | \$ 50,249 | \$ 62,538 | \$ 50,220 | \$ 62,782 | \$ 50,251 | \$ 676,083 |
| 2023 Hyd Fees | \$ 1,550 | \$ 300 | \$ 1,550 | \$ 300 | \$ 1,550 | \$ 300 | \$ 1,550 | \$ 300 | \$ 1,550 | \$ 400 | \$ 1,550 | \$ 300 | \$ 11,200 |
| 2023 DC Fees | \$ 20,050 | \$ 6,282 | \$ 19,916 | \$ 6,448 | \$ 19,775 | \$ 6,157 | \$ 20,050 | \$ 6,157 | \$ 19,909 | \$ 7,096 | \$ 21,586 | \$ 7,011 | \$ 160,438 |
| 2023 System Revenues | \$ 220,886 | \$ 122,593 | \$ 198,653 | \$ 123,255 | \$ 219,573 | \$ 135,084 | \$ 254,638 | \$ 159,081 | \$ 279,069 | \$ 160,194 | \$ 270,787 | \$ 157,134 | \$ 2,300,948 |





Item 8
Financial Reports



**Summary of Cash and Investments
November 2023**

La Puente Valley County Water District

| Investments | Interest Rate (Apportionment Rate) | Beginning Balance | Receipts/ Change in Value | Disbursements/ Change in Value | Ending Balance |
|--|---------------------------------------|-------------------|------------------------------|-----------------------------------|-------------------------------|
| Local Agency Investment Fund | 3.590% | \$ 3,858,725.12 | \$ - | \$ - | \$ 3,858,725.12 |
| Raymond James Financial Services | | \$ 514,696.79 | \$ 885.61 | \$ 1,295.00 | \$ 516,877.40 |
| Checking Account | | | | | |
| Well Fargo Checking Account (per General Ledger) | | \$ 687,197.13 | \$ 519,069.85 | \$ 423,528.20 | \$ 782,738.78 |
| District's Total Cash and Investments: | | | | | \$ <u>5,158,341.30</u> |

Industry Public Utilities

| Checking Account | Beginning Balance | Receipts | Disbursements | Ending Balance |
|--|-------------------|---------------|---------------|-------------------------------|
| Well Fargo Checking Account (per General Ledger) | \$ 1,288,267.56 | \$ 182,146.56 | \$ 127,810.44 | \$ 1,342,603.68 |
| IPU's Total Cash and Investments: | | | | \$ <u>1,342,603.68</u> |

Puente Valley Operable Unit

| Checking Account | Beginning Balance | Receipts | Disbursements | Ending Balance |
|--|-------------------|----------|---------------|-----------------------------|
| Well Fargo Checking Account (per General Ledger) | \$ 1,045,795.76 | \$ - | \$ 87,104.48 | \$ 958,691.28 |
| PVOU's Total Cash and Investments: | | | | \$ <u>958,691.28</u> |

I certify that; (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy as set forth in Resolution No. 237 and, (2) the District will meet its expenditure obligations for the next six (6) months.

Roy Frausto

, General Manager

Date: 01/02/24



La Puente Valley County Water District

Statement of Revenues & Expenses Summary

For the Period Ending November 30, 2023

(Unaudited)

| | LPVCWD | BPOU | | | | |
|---|---------------------|--------------------|-------------------|---------------------|---------------|-------------------|
| | YTD 2023 | YTD 2023 | YTD 2023 | BUDGET 2023 | 92% OF BUDGET | 2022 YEAR-END |
| Revenues | | | | | | |
| Operational Rate Revenues | \$ 2,365,750 | \$ - | \$ 2,365,750 | \$ 2,601,400 | 91% | \$ 2,660,795 |
| Operational Non-Rate Revenues | 1,506,459 | 1,441,165 | 2,947,625 | 3,396,382 | 87% | 3,016,100 |
| Non-Operational Revenues | 435,657 | - | 435,657 | 477,100 | 91% | 446,089 |
| Total Revenues | 4,307,867 | 1,441,165 | 5,749,032 | 6,474,882 | 89% | 6,122,984 |
| Expense | | | | | | |
| Salaries & Benefits | 2,088,051 | 275,451 | 2,363,502 | 2,638,000 | 90% | 2,312,176 |
| Supply & Treatment | 1,116,145 | 1,009,995 | 2,126,140 | 2,378,080 | 89% | 2,228,722 |
| Other Operating Expenses | 266,183 | 128,781 | 394,965 | 510,300 | 77% | 425,845 |
| General & Administrative | 372,884 | 26,938 | 399,822 | 466,000 | 86% | 334,756 |
| Total Expense | 3,843,264 | 1,441,165 | 5,284,429 | 5,992,380 | 88% | 5,301,500 |
| Net Income from Operations | 464,603 | - | 464,603 | 482,502 | 96% | 821,484 |
| Less: Capital Expenses | (534,500) | - | (534,500) | (2,557,255) | 21% | (1,332,244) |
| Net Income After Capital | (69,897) | - | (69,897) | (2,074,753) | 3% | (510,760) |
| Other Funding & Debt Service | | | | | | |
| Capital Reimbursement (OU Projects) | - | - | - | 607,700 | 0% | 10,368 |
| Grant Revenues | 1,275,000 | - | 1,275,000 | 1,275,000 | 100% | 224,070 |
| Loan Payment (Interest & Principal) | (199,453) | - | (199,453) | (198,500) | 100% | (254,330) |
| Cyclic Storage Purchases | | | | | | |
| Prepaid Inventory Purchases | - | - | - | (100,000) | 0% | - |
| Change in Cash | 1,005,650 | - | 1,005,650 | (490,553) | N/A | (530,653) |
| Add: Capital Assets (District-Funded) | 310,302 | - | 310,302 | 674,555 | 46% | 1,097,807 |
| Add: Debt Principal | 120,573 | - | 120,573 | 120,600 | 100% | 173,631 |
| Add: Prepaid Inventory | - | - | - | 100,000 | 0% | - |
| Less: Depreciation Expense | (412,500) | (96,250) | (508,750) | (555,000) | 92% | (416,242) |
| Net Income / (Loss) | \$ 1,024,025 | \$ (96,250) | \$ 927,775 | \$ (150,398) | | \$ 324,543 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District

Statement of Revenues & Expenses

For the Period Ending November 30, 2023
(Unaudited)

| | November 2023 | YTD 2023 | BUDGET 2023 | 92% OF BUDGET | 2022 YEAR-END |
|--|------------------|---------------------|---------------------|---------------|-------------------|
| Operational Rate Revenues | | | | | |
| Water Sales | \$ 104,039 | \$ 1,370,887 | \$ 1,511,400 | 91% | \$ 1,603,280 |
| Service Charges | 68,597 | 822,915 | 908,800 | 91% | 861,022 |
| Surplus Sales | 5,981 | 63,730 | 60,000 | 106% | 73,612 |
| Customer Charges | 5,212 | 36,695 | 40,000 | 92% | 44,983 |
| Fire Service | 1,306 | 70,035 | 80,700 | 87% | 76,533 |
| Miscellaneous Income (Cust. Charges) | 248 | 1,488 | 500 | 298% | 1,364 |
| Total Operational Rate Revenues | 185,384 | 2,365,750 | 2,601,400 | 91% | 2,660,795 |
| Operational Non-Rate Revenues | | | | | |
| Management Fees | - | 428,372 | 537,202 | 80% | 282,202 |
| IPU Service Fees (Labor) | 56,579 | 685,077 | 777,500 | 88% | 770,103 |
| BPOU Service Fees (Labor) | 30,657 | 275,451 | 324,480 | 85% | 315,465 |
| PVOU IZ Service Fees (Labor) | 36,989 | 362,344 | 307,500 | 118% | 201,875 |
| PVOU SZ Service Fees (Labor) | 4,893 | 25,748 | 158,000 | 16% | - |
| Other O&M Fees | - | 4,919 | 9,300 | 53% | 12,686 |
| Total Operational Non-Rate Revenues | 129,118 | 1,781,910 | 2,113,982 | 84% | 1,582,332 |
| Non-Operational Revenues | | | | | |
| Taxes & Assessments | 3,345 | 202,895 | 321,100 | 63% | 351,827 |
| Rental Revenue | 3,507 | 38,271 | 41,000 | 93% | 40,562 |
| Interest Revenue | - | 71,616 | 35,000 | 205% | 36,028 |
| Market Value Adjustment | - | - | - | N/A | (42,921) |
| PVOU Revenue | 9,765 | 100,363 | 80,000 | 125% | - |
| Miscellaneous Income | 289 | 3,666 | - | N/A | 4,671 |
| Developer Fees | 11,598 | 18,846 | - | N/A | 55,923 |
| Total Non-Operational Revenues | 28,504 | 435,657 | 477,100 | 91% | 446,089 |
| Total Revenues | 343,006 | 4,583,318 | 5,192,482 | 88% | 4,689,216 |
| Supply & Treatment | | | | | |
| Purchased & Leased Water | 160 | 621,077 | 618,680 | 100% | 411,430 |
| Power | 15,552 | 186,437 | 250,000 | 75% | 182,246 |
| Assessments | - | 298,383 | 333,300 | 90% | 334,649 |
| Treatment | 814 | 9,337 | 6,000 | 156% | 6,094 |
| Well & Pump Maintenance | - | 911 | 60,000 | 2% | 47,574 |
| Total Supply & Treatment | \$ 16,526 | \$ 1,116,145 | \$ 1,267,980 | 88% | \$ 981,993 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



La Puente Valley County Water District

Statement of Revenues & Expenses

For the Period Ending November 30, 2023
(Unaudited)

| | November 2023 | YTD 2023 | BUDGET 2023 | 92% OF BUDGET | 2022 YEAR-END |
|--|------------------|-------------------|-------------------|---------------|-------------------|
| Salaries & Benefits | | | | | |
| Total District Wide Labor | \$ 146,970 | \$ 1,525,567 | \$ 1,577,000 | 97% | \$ 1,405,143 |
| Directors Fees & Benefits | 7,114 | 80,061 | 115,000 | 70% | 82,983 |
| Benefits | 29,414 | 318,011 | 405,000 | 79% | 318,111 |
| OPEB Payments | 9,131 | 94,342 | 110,000 | 86% | 82,228 |
| OPEB Trust Contributions | - | 15,000 | 60,000 | 25% | 100,000 |
| Payroll Taxes | 10,027 | 118,030 | 122,000 | 97% | 108,430 |
| CalPERS Retirement (Normal Costs) | 13,345 | 147,746 | 184,000 | 80% | 142,703 |
| CalPERS Unfunded Accrued Liability | - | 64,746 | 65,000 | 100% | 72,578 |
| Total Salaries & Benefits | 216,001 | 2,363,502 | 2,638,000 | 90% | 2,312,176 |
| District Salaries & Benefits (Informational Only) | | | | | |
| Less: Labor Service Revenue | (129,118) | (1,348,619) | (1,567,480) | 86% | (1,287,443) |
| Net District Salaries & Benefits | 86,883 | 1,014,883 | 1,070,520 | 95% | 1,024,733 |
| Other Operating Expenses | | | | | |
| General Plant | 684 | 26,831 | 60,000 | 45% | 36,312 |
| Transmission & Distribution | 2,481 | 113,380 | 120,000 | 94% | 106,380 |
| Vehicles & Equipment | 6,434 | 54,317 | 65,000 | 84% | 32,428 |
| Field Support & Other Expenses | 1,325 | 47,915 | 60,000 | 80% | 49,250 |
| Regulatory Compliance | 849 | 23,740 | 55,000 | 43% | 35,582 |
| Total Other Operating Expenses | 11,774 | 266,183 | 360,000 | 74% | 259,952 |
| General & Administrative | | | | | |
| District Office Expenses | 2,724 | 46,827 | 55,000 | 85% | 47,256 |
| Customer Accounts | 2,278 | 28,088 | 32,000 | 88% | 31,415 |
| Insurance | - | 67,485 | 82,000 | 82% | 75,522 |
| Professional Services | 6,883 | 132,666 | 160,000 | 83% | 78,303 |
| Training & Certification | 5,153 | 34,212 | 45,000 | 76% | 28,977 |
| Public Outreach & Conservation | 2,890 | 24,411 | 25,000 | 98% | 19,358 |
| Other Administrative Expenses | 2,070 | 39,195 | 45,000 | 87% | 32,779 |
| Total General & Administrative | 21,998 | 372,884 | 444,000 | 84% | 313,610 |
| Total Expense | 266,298 | 4,118,715 | 4,709,980 | 87% | 3,867,731 |
| Net Income from Operations | \$ 76,708 | \$ 464,603 | \$ 482,502 | 96% | \$ 821,484 |

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La Puente Valley County Water District
Statement of Revenues & Expenses
For the Period Ending November 30, 2023
(Unaudited)

| | November 2023 | YTD 2023 | BUDGET 2023 | 92% OF BUDGET | 2022 YEAR-END |
|---|------------------|---------------------|--------------------|------------------|--------------------|
| Capital Expenses | | | | | |
| Nitrate Treatment System | \$ - | \$ (224,198) | \$ (954,355) | 23% | \$ (1,099,565) |
| Recycled Water System - Phase 1 | - | (25,006) | (246,700) | 10% | (23,726) |
| Hudson Ave Pumping Improvements | - | (6,868) | (542,700) | 1% | (10,368) |
| SCADA Improvements | - | (1,149) | (40,000) | 3% | (3,125) |
| Service Line Replacements | - | (32,357) | (65,000) | 50% | (45,475) |
| Valve Replacements | (1,284) | (12,161) | (40,000) | 30% | (26,805) |
| Fire Hydrant Repair/Replacements | - | (23,283) | (38,500) | 60% | (9,754) |
| LP CIWS Interconnection (Ind. Hills) | - | - | (65,000) | 0% | - |
| Well 2 Rehabilitation | - | - | (200,000) | 0% | - |
| Fleet Trucks | - | (209,477) | (230,000) | 91% | - |
| Dump Truck | - | - | - | N/A | (111,713) |
| Other Field Equipment | - | - | (15,000) | 0% | - |
| Ferrero/Rorimer St. Project | - | - | (120,000) | 0% | - |
| Meter Replacement/Reading Equipment | - | - | - | N/A | (1,715) |
| Total Capital Expenses | (1,284) | (534,500) | (2,557,255) | 21% | (1,332,244) |
| Net Income / (Loss) After Capital | 75,423 | (69,897) | (2,074,753) | -3% | (510,760) |
| Other Funding & Debt Service | | | | | |
| Capital Reimbursement (OU Projects) | - | - | 607,700 | 0% | 10,368 |
| Grant Revenues | - | 1,275,000 | 1,275,000 | 100% | 224,070 |
| Loan Payment - Interest | - | (78,880) | (77,900) | 101% | (80,699) |
| Loan Payment - Principal | - | (120,573) | (120,600) | 100% | (173,631) |
| Cyclic Storage Purchases | | | | | |
| Prepaid Inventory Purchases | - | - | (100,000) | 0% | - |
| Cash Increase / (Decrease) | 75,423 | 1,005,650 | (490,553) | 205% | (530,653) |
| Add: Capitalized Assets (District-Funded) | 1,284 | 310,302 | 674,555 | 46% | 1,097,807 |
| Add: Debt Principal | - | 120,573 | 120,600 | 100% | 173,631 |
| Add: Prepaid Inventory | - | - | 100,000 | 0% | - |
| Less: Depreciation Expense | (37,500) | (412,500) | (450,000) | 92% | (416,242) |
| Net Income / (Loss) | \$ 39,208 | \$ 1,024,025 | \$ (45,398) | | \$ 324,543 |

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.



Treatment Plant (BPOU)

Statement of Revenues & Expenses

For the Period Ending November 30, 2023
(Unaudited)

| | November 2023 | YTD 2023 | BUDGET 2023 | 92% OF BUDGET | 2022 YEAR-END |
|--|-------------------|--------------------|---------------------|---------------|---------------------|
| Operational Non-Rate Revenues | | | | | |
| Reimbursements from CR's | 65,434 | 1,165,714 | \$ 1,606,880 | 73% | 1,433,768 |
| Total Operational Non-Rate Revenues | 65,434 | 1,165,714 | 1,606,880 | 73% | 1,433,768 |
| Labor & Benefits | | | | | |
| BPOU TP Labor | 30,657 | 275,451 | 324,480 | 85% | 315,465 |
| Total Labor & Benefits | 30,657 | 275,451 | 324,480 | 85% | 315,465 |
| Supply & Treatment | | | | | |
| NDMA, 1,4-Dioxane Treatment | 9,266 | 285,096 | 229,900 | 124% | 213,956 |
| VOC Treatment | - | 13,057 | 23,300 | 56% | 25,563 |
| Perchlorate Treatment | 10,085 | 324,531 | 437,800 | 74% | 528,865 |
| Other Chemicals | - | 7,080 | 67,900 | 10% | 26,263 |
| <i>Other Chemicals Treatment</i> | - | 7,060 | - | | 26,263 |
| BPOU Plant Power | 29,437 | 356,397 | 303,200 | 118% | 355,444 |
| BPOU Plant Maintenance | 1,676 | 21,767 | 48,000 | 45% | 63,346 |
| Well & Pump Maintenance | 1,486 | 2,067 | - | N/A | 33,292 |
| Total Supply & Treatment | 51,949 | 1,009,995 | 1,110,100 | 91% | 1,246,729 |
| Other Operating Expenses | | | | | |
| Contract Labor | - | - | 20,000 | 0% | 4,822 |
| General Plant | 1,762 | 27,722 | 15,000 | 185% | 32,634 |
| Transmission & Distribution | 11 | 106 | - | N/A | 95 |
| Vehicles & Equipment | 946 | 12,915 | 14,300 | 90% | 12,371 |
| Regulatory Compliance | 2,554 | 88,039 | 101,000 | 87% | 115,971 |
| Total Other Operating Expenses | 5,274 | 128,781 | 150,300 | 86% | 165,893 |
| General & Administrative | | | | | |
| District Office Expenses | - | 31 | 2,500 | 1% | - |
| Insurance | 8,211 | 18,469 | 12,000 | 154% | 13,484 |
| Professional Services | - | 8,438 | 7,500 | 113% | 7,663 |
| Total General & Administrative | 8,211 | 26,938 | 22,000 | 122% | 21,147 |
| Total Expense | 96,091 | 1,441,165 | 1,606,880 | 90% | 1,749,234 |
| Total Expense (excluding Labor) | 65,434 | 1,165,714 | 1,282,400 | 91% | 1,433,768 |
| Operational Net Income | - | - | - | | - |
| Less: Depreciation Expense | (8,750) | (96,250) | (105,000) | 92% | (105,000) |
| Net Income / (Loss) | \$ (8,750) | \$ (96,250) | \$ (105,000) | 92% | \$ (105,000) |

(1) Labor costs are equal to the amount of labor billed to the Baldwin Park Operable Unit (BPOU) in which the District receives reimbursement for as shown on Table 1.5 in operational non-rate revenue (BPOU Service Fees).

*No assurance provided on these financial statements. These financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States not included.

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses Summary

For the Period Ending November 30, 2023

(Unaudited)

FISCAL

| | November 2023 | YTD 2023/24 | BUDGET 2023/24 | 42% OF BUDGET | YEAR END FY 2022/23 |
|-------------------------------------|------------------|------------------|-------------------|------------------|------------------------|
| REVENUE | | | | | |
| Operational Revenue | \$ 276,607 | \$ 1,107,478 | \$ 2,286,800 | 48% | \$ 2,189,652 |
| Non-Operational Revenue | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 276,607 | 1,107,478 | 2,369,100 | 47% | 2,259,411 |
| EXPENSE | | | | | |
| Salaries & Benefits | 56,579 | 296,060 | 790,200 | 37% | 769,197 |
| Supply & Treatment | 5,887 | 114,387 | 860,600 | 13% | 659,665 |
| Other Operating Expense | 4,800 | 41,033 | 250,000 | 16% | 284,366 |
| General & Administrative | 7,537 | 120,747 | 352,200 | 34% | 306,915 |
| System Improvements & Miscellaneous | - | 1,149 | 116,000 | 1% | 93,641 |
| TOTAL EXPENSE | 74,803 | 573,376 | 2,369,000 | 24% | 2,113,783 |
| NET INCOME / (LOSS) | 201,804 | 534,102 | 100 | | 145,628 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending November 30, 2023

(Unaudited)

| | November 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 42% OF BUDGET | YEAR END FY 2022/23 |
|---------------------------------------|------------------|--------------------------|-------------------|------------------|------------------------|
| Water Sales | \$ 170,151 | \$ 686,127 | \$ 1,322,500 | 52% | \$ 1,258,012 |
| Service Charges | 77,499 | 323,663 | 750,700 | 43% | 727,699 |
| Customer Charges | 5,820 | 18,975 | 43,000 | 44% | 42,587 |
| Fire Service | 23,136 | 78,713 | 170,600 | 46% | 161,354 |
| <i>Total Operational Revenues</i> | 276,607 | 1,107,478 | 2,286,800 | 48% | 2,189,652 |
| Contamination Reimbursement | - | - | 82,300 | 0% | 69,760 |
| <i>Total Non-Operational Revenues</i> | - | - | 82,300 | 0% | 69,760 |
| TOTAL REVENUES | 276,607 | 1,107,478 | 2,369,100 | 47% | 2,259,411 |
| Administrative Salaries | 18,006 | 101,929 | 258,853 | 39% | 258,574 |
| Field Salaries | 21,480 | 103,080 | 263,393 | 39% | 266,182 |
| Employee Benefits | 9,173 | 48,406 | 152,954 | 32% | 133,488 |
| Pension Plan | 5,251 | 27,237 | 73,000 | 37% | 70,311 |
| Payroll Taxes | 2,668 | 13,832 | 36,000 | 38% | 35,466 |
| Workers Compensation | - | 1,576 | 6,000 | 26% | 5,176 |
| <i>Total Salaries & Benefits</i> | 56,579 | 296,060 | 790,200 | 37% | 769,197 |
| Purchased Water - Leased | - | - | 348,250 | 0% | 229,096 |
| Purchased Water - Other | 1,244 | 6,500 | 20,000 | 32% | 14,110 |
| Power | 4,643 | 94,651 | 205,000 | 46% | 167,911 |
| Assessments | - | 13,236 | 265,350 | 5% | 235,610 |
| Treatment | - | - | 7,000 | 0% | 5,498 |
| Well & Pump Maintenance | - | - | 15,000 | 0% | 7,439 |
| <i>Total Supply & Treatment</i> | 5,887 | 114,387 | 860,600 | 13% | 659,665 |
| General Plant | 212 | 3,165 | 45,000 | 7% | 34,783 |
| Transmission & Distribution | 2,024 | 18,500 | 85,000 | 22% | 125,255 |
| Vehicles & Equipment | - | 131 | 40,000 | 0% | 45,702 |
| Field Support & Other Expenses | 1,410 | 12,888 | 42,000 | 31% | 43,765 |
| Regulatory Compliance | 1,154 | 6,350 | 38,000 | 17% | 34,861 |
| <i>Total Other Operating Expenses</i> | 4,800 | 41,033 | 250,000 | 16% | 284,366 |

INDUSTRY PUBLIC UTILITIES - WATER OPERATIONS

Statement of Revenue and Expenses

For the Period Ending November 30, 2023

(Unaudited)

| | November 2023 | FISCAL YTD 2023/24 | BUDGET 2023/24 | 42% OF BUDGET | YEAR END FY 2022/23 |
|--|------------------|--------------------------|-------------------|------------------|------------------------|
| Management Fee | - | 51,260 | 207,200 | 25% | 203,030 |
| Office Expenses | 2,031 | 11,547 | 29,000 | 40% | 37,110 |
| Insurance | - | 20,756 | 19,500 | 106% | 21,305 |
| Professional Services | 3,023 | 19,870 | 45,000 | 44% | 6,396 |
| Customer Accounts | 2,054 | 12,527 | 33,000 | 38% | 32,189 |
| Public Outreach & Conservation | - | 3,954 | 12,000 | 33% | 4,872 |
| Other Administrative Expenses | 430 | 834 | 6,500 | 13% | 2,012 |
| <i>Total General & Administrative</i> | 7,537 | 120,747 | 352,200 | 34% | 306,915 |
| | | | | | |
| Fire Hydrant Repair/Replace | - | - | 28,000 | 0% | 10,076 |
| Service Line Replacements | - | - | 30,000 | 0% | 36,461 |
| Valve Replacements & Installations | - | - | 28,000 | 0% | 21,461 |
| SCADA Improvements | - | 1,149 | 30,000 | 4% | 2,575 |
| Groundwater Treatment Facility Feas. Study | - | - | - | N/A | 15,167 |
| Fence at the Plant | - | - | - | N/A | 7,900 |
| <i>Total Other & System Improvements</i> | - | 1,149 | 116,000 | 1% | 93,641 |
| TOTAL EXPENSES | 74,803 | 573,376 | 2,369,000 | 24% | 2,113,783 |
| NET INCOME / (LOSS) | 201,804 | 534,102 | 100 | | 145,628 |



Item 9
Action/Discussion Items

Memo



Date: January 8, 2024
To: Honorable Board of Directors
From: Angelina Padilla, HR Coordinator
Subject: 2024 List of Conferences and Events

In addition to the District's Board Meeting and Committee Meetings, Staff has compiled a list of upcoming Conferences and Events for 2024 for the Board to review and approve for attendance.

- **AGWT-AGWA Annual Groundwater Conference** – Tuesday & Wednesday, February 6 & 7, 2024; Ontario Airport Hotel & Conference Center, Ontario, CA.
- **ACWA 2024 Spring Conference** – Tuesday – Thursday, May 7-9, 2024; Sacramento, CA.
- **AWWA CA/NV 2024 Annual Conference ACE24** – Monday – Thursday, June 10-13, 2024; Anaheim Convention Center.
- **Watersmart Innovations Conference 2024** – Tuesday – Thursday, September 24-26, 2024; South Point, Las Vegas, NV.
- **AWWA CA/NV 2024 Fall Conference** – Monday – Thursday, October 21-24, 2024; Reno, NV.
- **ACWA 2024 Fall Conference** – Tuesday – Thursday, December 3-5, 2024; Palm Desert, CA.

Once conference agendas are released, travel and conference dates will be provided.

SCWUA – Southern California Water Utilities Association, are typically held on the third Thursday of each month with the exception of November and December, due to the holidays, and are held at the Mountain Meadows Golf Course in Pomona, CA.

(Dates and location may be subject to change)

SGVWA – San Gabriel Valley Water Association's quarterly breakfasts are typically held on the second Wednesday in the months of February, May, August, and November at the Pomona Mining Company in Pomona, CA.

(Dates and location may be subject to change)

If you have any questions on the information provided or would like additional information, please contact me at your earliest convenience.

Thank you,

A handwritten signature in black ink, appearing to read "Angelina Padilla".

Angelina Padilla

HR Coordinator/Admin Assistant

Morgan Lewis

Denise Gail Fellers

Partner
+1.213.680.6427
denise.fellers@morganlewis.com

November 29, 2023

VIA FEDERAL EXPRESS

LA PUENTE VALLEY COUNTY WATER DISTRICT

Roy Frausto
General Manager
La Puente Valley County Water District
112 N. First St.
La Puente, CA 91744

Re: Important Legal Matter—Prompt Attention Required
Notice of Potential Liability and Sixth Tolling Agreement
BKK Landfill, West Covina, CA
La Puente Valley County Water District

Dear La Puente Valley County Water District Representative:

This firm represents the BKK Working Group, an unaffiliated association of entities that has entered into a series of judicially-approved consent decrees with the California Department of Toxic Substances Control ("DTSC") to take certain limited actions at the BKK Corporation Landfill Facility in West Covina, CA (the "BKK Landfill" or "Site"). In 2009, La Puente Valley County Water District (hereinafter referred to as "you") entered into an agreement with the BKK Working Group to toll the statute of limitations on certain claims that the BKK Working Group has against you arising from its activities at the Site (the "First Tolling Agreement"). In 2012 you subsequently entered into a Second Tolling Agreement with the BKK Working Group to toll the statute of limitations for an additional three years. In 2015 you subsequently entered into a Third Tolling Agreement with the BKK Working Group to toll statute of limitations for an additional three years. In 2018 you subsequently entered into a Fourth Tolling Agreement with the BKK Working Group to toll statute of limitations for an additional three years. In 2021 you subsequently entered into a Fifth Tolling Agreement with the BKK Working Group to toll statute of limitations for an additional three years.

During the past several years, the BKK Working Group has continued to work with DTSC to investigate the extent and the causes of the contamination at the Site, and to perform limited response actions. To that end, the BKK Working Group entered into a Third Consent Decree with

Morgan, Lewis & Bockius LLP

300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
United States

T +1.213.612.2500
F +1.213.612.2501

November 29, 2023
Page 2

DTSC on July 24, 2015 and a First Amended Third Partial Consent Decree on October 18, 2016. The BKK Working Group expects DTSC to conduct or compel further response actions, including actions to address groundwater contamination.

The Fifth Tolling Agreement will expire in early January 2024. Enclosed with this letter is a Sixth Tolling Agreement, which we encourage you to sign. Like the Fifth Tolling Agreement, the Sixth Tolling Agreement will toll the running of the statute of limitations on claims related to the response activities at the Site for an additional period of three (3) years. This will provide all involved parties with additional time within which to explore the basis for the claims and attempt to reach a mutually agreeable settlement of such claims without the need for litigation. The BKK Working Group strongly prefers that any litigation be deferred until such time as a long-term settlement and enforcement approach has been developed for the BKK Landfill and that you and the other entities who arranged for the disposal of municipal and commercial wastes be given the opportunity to participate in such a settlement. The BKK Working Group is working with DTSC on such an approach.

The Sixth Tolling Agreement does not constitute an admission of fact or of liability. It is simply intended to provide the parties with additional time to consider settlement options. Please give these matters your immediate attention. You may wish to consult with an attorney.

Information to Assist Responsible Parties

Please sign and return the Sixth Tolling Agreement to the following address (or e-mail a pdf of a signed copy of the entire Sixth Tolling Agreement) no later than December 29, 2023:

Marina Rodriguez
Senior Paralegal
Morgan Lewis & Bockius LLP
300 South Grand Avenue, Suite 2200
Los Angeles, CA 90071
marina.rodriguez@morganlewis.com

Following receipt of the signed Sixth Tolling Agreement, the BKK Working Group will sign and return a fully executed copy to you at the above address or any other address you so designate.

Thank you for your attention to this matter. If you have any questions, please contact me at (213) 680-6427 or denise.fellers@morganlewis.com.

Sincerely,



Denise Gail Fellers

DGF
Enclosures

SIXTH TOLLING AGREEMENT

This Sixth Tolling Agreement (“Agreement”) is made and entered into by and between the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A, who in October 2016 entered into a First Amended Third Partial Consent Decree with the California Department of Toxic Substances Control (“DTSC”) related to the BKK Corporation Landfill Facility (“DTSC Consent Decree”), located in West Covina, California (“Facility”). Hereinafter, the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT are singularly referred to as a “Party” and collectively referred to as the “Parties.”

Recitals

A. The BKK Working Group has notified the LA PUENTE VALLEY COUNTY WATER DISTRICT that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq. The LA PUENTE VALLEY COUNTY WATER DISTRICT denies such liability for purposes of this Agreement.

B. The Parties entered into a tolling agreement (“2009 Tolling Agreement”) effective in 2009 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2012.

C. The Parties entered into a Second Tolling Agreement effective in 2012 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2015.

D. The Parties entered into a Third Tolling Agreement effective in 2015 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2018.

E. The Parties entered into a Fourth Tolling Agreement effective in 2018 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2021.

F. The Parties entered into a Fifth Tolling Agreement effective in 2021 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2024.

G. The Parties desire to continue to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

H. This Agreement is a successor agreement to the 2009 Tolling Agreement, the Second Tolling Agreement, the Third Tolling Agreement, the Fourth Tolling Agreement, and the Fifth Tolling Agreement.

Terms and Conditions

1. The BKK Working Group, each of its individual members listed on Exhibit A, and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that all statutes of limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov't Code §§ 900-960.8 (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims, defenses, and claims act presentation regarding, based upon, or arising out of disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT, or which the LA PUENTE VALLEY COUNTY WATER DISTRICT could assert against the BKK Working Group as of the Effective Date ("Claims") shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any of the Claims.

3. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of action, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on

any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. The Termination Date of this Agreement shall be the earlier of: (a) January 2, 2027, or (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

10. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

11. Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. The Effective Date of this Agreement shall be January 2, 2024.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group and its individual members

By: _____ Date: _____

Name: James J. Dragna, Esq. Title: Attorney for the BKK Working Group and its Members identified in Exhibit A

LA PUENTE VALLEY COUNTY WATER DISTRICT

By: _____ Date: _____

Print Name: _____ Title: _____

CONTACT INFORMATION FOR LA PUENTE VALLEY COUNTY WATER DISTRICT

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Exhibit A

- American Cyanamid
- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland LLC (formerly known as Ashland Chemical Company)
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Raytheon Technologies Corporation for Inmont Corporation
- Rockwell Automation, Inc.
- Rohm & Hass Company
- Rohr, Inc.
- San Diego Gas & Electric Company

- Shell Oil Company
- Smith International, Inc.
- Southern California Edison Company
- Southern California Gas Company
- The Procter & Gamble Manufacturing Company
- THUMS Long Beach Company
- Todd Pacific Shipyards Corp.
- Union Carbide Corporation
- Union Pacific Railroad / Southern Pacific Transportation Company
- Unisys Corporation
- United States Steel Corporation
- Univar Solutions USA, Inc.
- Van Waters & Rogers
- Vigor Shipyards, Inc.
- Xerox Corporation

FIFTH TOLLING AGREEMENT

This Fifth Tolling Agreement ("Agreement") is made and entered into by and between the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A, who in October 2016 entered into a First Amended Third Partial Consent Decree with the California Department of Toxic Substances Control ("DTSC") related to the BKK Corporation Landfill Facility ("DTSC Consent Decree"), located in West Covina, California ("Facility"). Hereinafter, the BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT are singularly referred to as a "Party" and collectively referred to as the "Parties."

Recitals

A. The BKK Working Group has notified the LA PUENTE VALLEY COUNTY WATER DISTRICT that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq. The LA PUENTE VALLEY COUNTY WATER DISTRICT denies such liability for purposes of this Agreement.

B. The Parties entered into a tolling agreement ("2009 Tolling Agreement") effective in 2009 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2012.

C. The Parties entered into a Second Tolling Agreement effective in 2012 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2015.

D. The Parties entered into a Third Tolling Agreement effective in 2015 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2018.

E. The Parties entered into a Fourth Tolling Agreement effective in 2018 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT or vice versa relating to the Facility until 2021.

F. The Parties desire to continue to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

G. This Agreement is a successor agreement to the 2009 Tolling Agreement, the Second Tolling Agreement, the Third Tolling Agreement, and the Fourth Tolling Agreement.

Terms and Conditions

1. The BKK Working Group, each of its individual members listed on Exhibit A, and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that all statutes of

limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov't Code §§ 900-960.8 (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims, defenses, and claims act presentation regarding, based upon, or arising out of disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against the LA PUENTE VALLEY COUNTY WATER DISTRICT, or which the LA PUENTE VALLEY COUNTY WATER DISTRICT could assert against the BKK Working Group as of the Effective Date ("Claims") shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any of the Claims.

3. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. The BKK Working Group and the LA PUENTE VALLEY COUNTY WATER DISTRICT agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of action, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. The Termination Date of this Agreement shall be the earlier of: (a) January 2, 2024, or (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

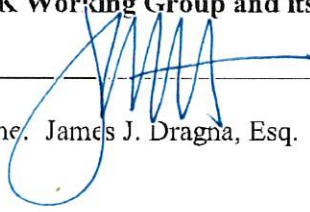
10. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

11. Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. The Effective Date of this Agreement shall be January 2, 2021.

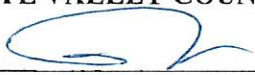
IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group and its individual members

By:  _____ Date: 1/28/2021

Name: James J. Dragna, Esq. Title: Attorney for the BKK Working Group and its Members identified in Exhibit A

LA PUENTE VALLEY COUNTY WATER DISTRICT

By:  _____ Date: 11-10-2020

Print Name: ROY FRAUSTO Title: GENERAL MANAGER

CONTACT INFORMATION FOR LA PUENTE VALLEY COUNTY WATER DISTRICT

Name: ROY FRAUSTO

Title: GENERAL MANAGER

Company: LA PUENTE VALLEY COUNTY WATER DISTRICT

Address: 112 N FIRST ST

LA PUENTE, CA 91744

Phone: 626-330-2126

Email: R.FRAUSTO@LAPUENTEWATER.COM

Exhibit A

- American Cyanamid
- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland Chemical Company
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Rockwell Automation, Inc.

-
- Rohm & Hass Company
 - Rohr, Inc.
 - San Diego Gas & Electric Company
 - Shell Oil Company
 - Smith International, Inc.
 - Southern California Edison Company
 - Southern California Gas Company
 - The Procter & Gamble Manufacturing Company
 - THUMS Long Beach Company
 - Todd Pacific Shipyards Corp.
 - Union Carbide Corporation
 - Union Pacific Railroad / Southern Pacific Transportation Company
 - Unisys Corporation
 - United States Steel Corporation
 - United Technologies Corporation
 - Univar USA, Inc.
 - Van Waters & Rogers
 - Vigor Shipyards, Inc.
 - Xerox Corporation

STAFF Report



Meeting Date: January 8, 2024
To: Honorable Board of Directors
Subject: Single Pass Ion Exchange Resin Replacement Services

Purpose: *To secure services for the replacement and disposal of 1,696 cubic feet (4 vessel change-outs) of Perchlorate Selective Ion Exchange Resin at the District's BPOU Groundwater Treatment Plant.*

Recommendation: *Authorize the General Manager to enter into an agreement with Evoqua Water Technologies for four (4) Single Pass Ion Exchange Resin Replacement Services.*

Fiscal Impact: *The 2024 Treatment Plant Budget appropriates \$477,000 for Perchlorate Treatment. The 2024 year to date total for Perchlorate Treatment is \$0.00. The cost for one (1) PSR 2+ resin replacement service is \$143,905.60, which is within the Budget appropriation and the cost of \$431,716.80 for the remaining three (3) resin replacement services will be the basis (1 resin service) for the appropriations of the 2025 Treatment Plant Budget. The cost for the ion exchange resin replacement services is a BPOU Project expense and shall be 100% reimbursed by the Cooperating Respondents.*

Previous Related Action: *In July 2023, the Board approved an agreement with Evoqua for the replacement and disposal of 424 cubic feet (1 vessel change-out) of Perchlorate Selective Ion Exchange Resin at the BPOU Treatment Plant for a not to exceed amount of \$135,414.74.*

Procurement Analysis: *In accordance with The District's Purchasing Policy, Section B – Regular Procurement Standards and Procedures, District staff procured 3 bids through a formal competitive bidding process.*

SUMMARY

The District's BPOU Single Pass Ion Exchange System was placed into full continuous service on July 30, 2010. The system is comprised of four vessels, each with 424 cubic feet of perchlorate selective ion exchange resin. The vessels are arranged so that water produced from the District's well field is equally split between two pairs of vessels. The water requiring treatment must pass through two vessels (lead and lag) before being introduced into the UV treatment system. Sampling of the water between the lead and lag vessel determines when the ion exchange resin in the lead vessel should be replaced. When resin replacement occurs, the lag vessel is placed into the lead position and the vessel with the fresh resin is placed into the lag position. Since the system was put online, there have been numerous resin replacements performed, each replacing resin in the lead vessels.

The State Water Resources Control Board Division of Drinking Water (DDW) has approved single pass ion exchange resins from three different resin manufacturers for use at the District's Treatment Plant. In December of 2023, the District requested competitive bids through a Request for Proposal (RFP) for Perchlorate selective resin to three qualified suppliers for the replacement of 1,696 cubic feet of single pass ion exchange resin, which represents one vessel change-out. The results of these bids are summarized below:

| Supplier | EVOQUA | PUROLITE | CALGON |
|---|---------------------|---------------------|---------------------|
| Total Unit Price Cost / cu. ft | \$339.40 | \$348.60 | \$461.75 |
| Total Cost / Change Out | \$143,905.60 | \$148,156.50 | \$196,244.36 |
| Total Cost for Four (4) Changeouts | \$575,622.40 | \$592,626.00 | \$784,977.44 |

Evoqua Water Technologies was the lowest qualified successful bidder and proposed to supply the DOW PSR 2+ resin for this four (4) change-out.

FISCAL IMPACT

The 2024 Treatment Plant Budget appropriates \$477,000 for Perchlorate Treatment. The 2024 year to date total for Perchlorate Treatment is \$0.00. The cost for one (1) PSR 2+ resin replacement service is \$143,905.60, which is within the Budget appropriation and the cost of \$431,716.80 for the remaining three (3) resin replacement services will be the basis (1 resin service) for the appropriations of the 2025 Treatment Plant Budget. The cost for the ion exchange resin replacement services is a BPOU Project expense and shall be 100% reimbursed by the Cooperating Respondents.

RECOMMENDATION

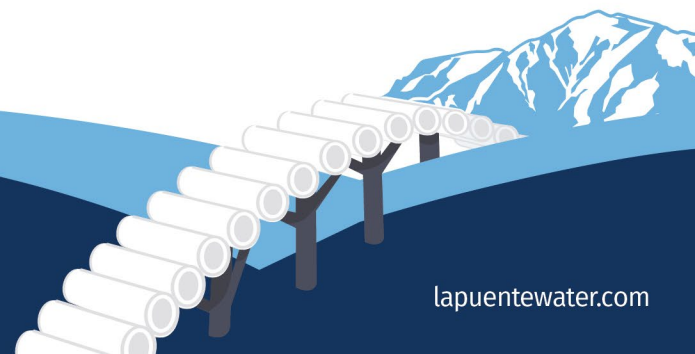
Authorize the General Manager to enter into an agreement with Evoqua Water Technologies for the PSR 2+ Single Pass Ion Exchange Resin Replacement Services.

Respectfully Submitted,

Roy Frausto
General Manager

ENCLOSURES

- Proposal for PSR 2+ from Evoqua Water Technologies



Date: January 4, 2024

Project: La Puente Valley County Water District Ion Exchange Resin Purchase and Replacement Service Proposal – Response to RFP due January 4, 2024

Proposal to: Cesar A. Ortiz
Water Treatment & Supply Superintendent
La Puente Valley County Water District
Phone: 626-330-2126
Fax: 626-330-2679
Email: cortiz@lapuentewater.com
112 N. First Street
La Puente, CA 91744

Dear Cesar,

Evoqua Water Technologies is pleased to provide the following proposal in response to your RFP for La Puente Valley County Water District Ion Exchange Resin Purchase and Replacement Service. The following proposal provides pricing for PSR2 Plus. We are excited about the enhanced PSR2 Plus resin and the increased throughput and savings it has provided La Puente Valley County Water District over the last several years.

Evoqua appreciates the trust La Puente has put in Evoqua in years past as your resin supplier. We never stop trying to improve. Our focus is to provide excellent service to La Puente while ensuring safe and compliant drinking water.

In the RFP, the minimum water throughput guarantee is 120,000 bed volumes; however, based on the water quality provided, **historical performance of the PSR2 Plus media provides an average throughput of 148,161 bed volumes.**

Evoqua provides more resin for perchlorate in the state of California than any other supplier. There are several reasons for this. For one, we provide a resin that has established performance. As importantly, Evoqua has a performance prediction model that is extremely accurate. We understand the resin is expensive, and the stakeholders need to be able to know what their costs are going to be. By providing accurate throughputs, La Puente avoids the headaches of missing the numbers. For this reason, our throughputs may seem conservative compared to other suppliers. We would rather under promise and over deliver than frustrate our customers.

Although the bids are sometimes evaluated on a dollar per acre foot, if a supplier cannot provide accurate bed volume predictions, the throughput can be misleading. Evoqua tries to provide the best value for both overall cost per cubic foot and cost per acre foot. The resins are not that different. We don't gamble on the throughput to get our dollar per acre foot lower. We provide accurate \$/AF predictions and the best \$/cu ft value. We believe this is a better value for La Puente and your stakeholders.

In addition to accurate forecasting data and resin value, Evoqua works hard to provide excellent service during the exchange. Evoqua is local. Our branch is only about 20 miles from your site.

This means we can stop by to help troubleshoot very easily. It also means the resin is rinsed and prepared locally before loading.

We are well versed in the needs that La Puente has for an exchange. We arrive on time. Our service is consistent. Evoqua provides all documentation for nitrosamine testing before loading.

Evoqua has committed many resources to this account with technical service and troubleshooting. Our goal is to make sure you are running optimally. We have brought in technical experts from across the country to meet when there were issues. We provide operator training and continuing education credits. We provided a profile instruction class. We are committed to being your partner in the long-term.

We look forward to being your resin supplier of choice. Thank you for allowing Evoqua Water Technologies this opportunity to be of service. Please contact me at 714-262-1560 should you have any questions or if we may be of further assistance.

Warmest Regards,

Patricia Tinnerino
Sales Engineer

Attachments:

Scope of Work
Bid Schedule
References
PSR2 Plus Data Sheet
PSR2 Plus NSF Certification

California Contractor's License

Confidentiality Statement

This document and all information contained herein are the property of Evoqua Water Technologies LLC. The design concepts and information contained herein are proprietary to Evoqua Water Technologies LLC and are submitted in confidence. They are not transferable and must be used only for the purpose for which the document is expressly loaned. They must not be disclosed, reproduced, loaned or used in any other manner without the express written consent of Evoqua Water Technologies LLC. In no event shall they be used in any manner detrimental to the interest of Evoqua Water Technologies LLC. All patent rights are reserved. Upon the demand of Evoqua Water Technologies LLC, this document, along with all copies or extracts, and all related notes and analyses, must be returned to Evoqua Water Technologies LLC or destroyed, as instructed by Evoqua Water Technologies LLC. Acceptance of the delivery of this document constitutes agreement to these terms and conditions.

BASE SCOPE OF SUPPLY

The scope of supply for each exchange will be as follows:

1. Up to four (4) vessel resin exchanges occurring by December 31, 2024
2. Each vessel currently contains 424 cubic feet of resin.
3. PSR2 Plus resin has been quoted and will be provided by Evoqua for exchanges.
4. Resin will be pre-rinsed in our Los Angeles resin handling facility which is less than **30 miles** away utilizing proprietary techniques, to minimize on-site rinse water requirements. The resin will then be loaded in sterilized sluice vehicles dedicated for potable use, delivered to the site and then sluiced into the required vessel. This process will greatly reduce the amount of rinse waters required onsite. Super sacks or other resin vendor marked containers will not be brought on site.
5. An Additional 20BV Rinse line item has been added to the scope per your request. This means the resin will receive a total of 40 BV rinse.
6. Before each vessel is exchanged, Evoqua will provide documentation for bacteriological testing and nitrosamine testing done after our rinse procedure in Los Angeles. La Puente will give approval to load the resin after these results have been reviewed.
7. The resin rinse procedure will have been done within a short time of the scheduled loading time – less than 48 hours.
8. Each exchange price includes: all labor, freight, disposal of spent resin and supply of new resin.
9. Empty vessels will first be inspected and then disinfected by Evoqua prior to fresh resin installations.
10. Prices are provided on a unit basis and assume 424 cubic feet of resin to be installed per vessel, 1696 cubic feet total.
11. Spent resin will be landfilled at Clean Harbors Buttonwillow LLC. Evoqua provides turnkey service which includes coordinating the disposal. Contact information for primary disposal location is as follows:

Clean Harbors Environmental Services
Sales Manager Distributor Services
586.214.7400
zellner.c@cleanharbors.com

12. It is assumed that resin will not be loaded with uranium in excess of 0.05% (wt).

COMMENTS AND CLARIFICATIONS

- This proposal pricing is valid for thirty (30) days from Bid Date.
- Any testing and analytical to be done by others except as named above
- All spent resin will be collected and removed from site at same time.
- Exchange pricing (Total Unit Price \$/cu. ft including all services) will be invoiced on a 424 cf basis, net 45 days upon completion of exchange of each 424 cf.
- Throughput guarantee is in accordance with the RFP and Q and A email follow up.
- Please note the Evoqua will be supplying PSR2 Plus resin as named in RFP. There are minor deviations from RFP, properties will be in accordance with attached data sheets.
- Please note that Evoqua will provide copies of standard Dow QA documents for each lot provided in lieu of specific analysis requested in RFP.
- Please note that Evoqua has included sales tax of 8.75% in submitted pricing. Should sales tax change during the execution of this project, this will be adjusted accordingly. Evoqua's price does not include, and Evoqua shall not be responsible for, any other taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed herein or otherwise by Evoqua in writing.
- Except as clarified within this proposal, offering is provided in accordance with La Puente provided Terms and Conditions in the RFP.
- Request the following is revised in the General Terms and Conditions are modified as follows:
 - Article 13, A. 1 is modified as follows in red:
 - Any and all third party claims, demands, causes of action, lawsuits, actions, proceedings, attorneys' fees, costs, damages, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever, ~~including but not limited to,~~ for injury to or death of any person and/or destruction of tangible property, arising out of, resulting from, or relating to and to the extent caused by Contractor's negligent performance under the Contract or any negligent act, error, omission, negligence, wrongful conduct, willful misconduct, ~~or other action~~ by Contractor or any of its officers, directors, officials, employees, attorneys, consultants, representatives, servants, agents, subcontractors or volunteers, which is directly or indirectly related to the Work, regardless of any negligence by Owner, or any of its officers, directors, officials, employees, attorneys, consultants, representatives, servants, agents and volunteers; provided, however, if such claims arise from the negligence of Owner (other than its sole negligence) or third parties not under the direction or control of Contractor, then Contractor's obligation hereunder shall be allocated in accordance with comparative negligence principles under California law;
 - Article 21 is modified as follows in red:
 - Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES. CONTRACTOR'S TOTAL LIABILITY ARISING

AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED TWICE THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Bid Schedule

The Ion Exchange Resin Supplier hereby declares that he has carefully examined the District's Request for Proposals to Provide Perchlorate Selective Resin and Replacement Service at the District's Puente Avenue Treatment Facility and will accept in full payment therefore the following amounts:

| ITEM No. | DESCRIPTION OF BID ITEMS | VALUE |
|----------|---|--|
| | GENERAL INFORMATION | |
| 1 | Type of Resin (Strong Base Anion Exchange Resin) | Dowex™ PSR2 Plus |
| 2 | Resin Structure Macroporous / Gel | Gel |
| 3 | Quantity of Resin Proposed (cu. ft) | 424 |
| 4 | Years of Experience in resin supply | 45 years |
| 5 | Date of Manufacturer of Resin | 2023 |
| 6 | Guaranteed Bed Volumes of Water Treated | 120,000 |
| 7 | Origin of Resin (USA/Other) | USA – Midland, MI |
| 8 | Maximum days the resin will be stored after off site pre-rinsing (days) | Initial rinse within 3 days followed by subsequent rinsing after samples are taken and before loading |
| 9 | Is resin NSF 61 Certified? | Yes |
| 10 | Resin Production Facility Certification (ISO 9001) | Yes |
| | UTILITIES REQUESTED | |
| 11 | Potable water required (gpm and psig) | 12,360 gallons (estimate) per vessel for all site services (initial fill, backwash and rinse) @ 60 psi minimum |
| 12 | Compressed air | Evoqua will provide |
| 13 | Electric Power | 110v for vessel entry equipment |
| | WASTE GENERATED | |
| 14 | Off Site rinsing (a) Bed Volumes | 20 Bed Volumes (40 BV rinse is optional) |
| | (b) Gallons | 63,430 total per 424 cf |
| 15 | On Site Rinsing or Backwashing (a) Bed volumes (no more than 2) per vessel) | 2 Bed Volumes |
| | (b) Gallons | 6,343 total per 424 cf |
| | (c) Expected nitrosamine concentration in rinse water | <10 ppt NDMA |
| 16 | Backwash Waste (gallons/vessel) | Not recommended |
| 17 | FIRST REPLACEMENT RESIN DELIVERY SCHEDULE | As requested |

| | COSTS | Unit Costs | Extended Costs |
|----|--|-------------------|-----------------------|
| 18 | Resin \$/ cu. ft. for 424 cu. ft. | \$240.88 | \$102,133.12 |
| 19 | Resin service \$/ cu. ft. for 424 cu. ft. | See Below | See Below |
| 20 | Tax \$/ cu. ft of resin for 424 cu. ft. | \$21.08 | \$8,937.92 |
| 21 | Off site resin rinse cost \$/cu. ft. for 424 cu. ft.(additional 20 BV) - OPTIONAL | \$19.88 | \$8,429.12 |
| 22 | On site resin rinse cost \$/cu. ft. for 424 cu. ft. | None Provided | None Provided |
| 23 | Confined Space entry (vessel inspection) per vessel | None Provided | None Provided |
| 24 | Disinfection of Vessels and Piping per vessel | None Provided | None Provided |
| 25 | Removal and disposal of spent resin \$/cu. ft. for 424 cu. ft. Including any required waste material analysis – Disposal location to be Buttonwillow (Clean Harbors) Landfill. | \$18.87 | \$8,000.88 |
| | OTHER COSTS | | |
| 26 | Warranty | Included | Included |
| 27 | Business License | Included | Included |
| 28 | Freight | Included | Included |
| 29 | Loading (includes initial 20 BV rinse and resin prep) | \$38.69 | \$16,404.56 |
| 30 | Rentals (If Applicable) | Not Applicable | Not Applicable |
| 31 | Temporary Site Piping (If Required) | Not Applicable | Not Applicable |
| 32 | TOTAL COST PER REPLACEMENT | | |
| 33 | Total Unit Price \$/cu. ft including all services for replacement | \$339.40 | \$143,905.60 |
| | | | |
| | OPTIONAL SERVICES | | |
| 34 | Bac-T Testing | Per Bed | \$450 |
| 35 | Disinfection of resin per cu. ft (if required) | Per cubic foot | \$4.60 |

This is what each invoice will look like

| 2023 | Cu ft | \$/cu ft | Per vessel Total | |
|-----------------------|-------|----------|------------------|---|
| Resin | 424 | \$240.88 | \$102,133.12 | To be combined in one invoice and billed net 30 after service performed |
| Tax (8.75%) | 424 | \$21.08 | \$8,937.92 | |
| Labor | 424 | \$38.69 | \$16,404.56 | |
| Additional 20BV Rinse | 424 | \$19.88 | \$8,429.12 | |
| Disposal | 424 | \$18.87 | \$8,000.88 | Separate Invoice billed net 30 after disposal performed |
| | | | | |
| TOTAL: | | \$339.40 | \$143,905.60 | |

Please set up the PO so that disposal can be billed separately from the exchange service and resin

REFERENCES - DRINKING WATER OPERATING SYSTEMS IN CALIFORNIA

In California, Evoqua has been selected as the supplier of perchlorate reduction equipment and services to remove perchlorate and nitrate from well sites for the following projects. In these cases system engineering design and media selection were the sole responsibility of Evoqua through our Environmental Services Group. A partial list of drinking water applications includes:

Pomona Water Company, Pomona, CA

2012 – 2018; 11,500 gpm – Once Through IX
Perchlorate removal for 2 wells with 6 trains of HP1220HF vessels.
CDPH operating permit issued.
Contact: Tim Hampton, (909) 802-7420

City of Loma Linda, Loma Linda, CA

2010 – present: 4800 gpm – Once Through IX
Perchlorate removal for 2 wells with 3 trains of HP1220HF vessels.
CDPH operating permit issued.
Contact: Russ Handy, 909-799-4410

San Gabriel Valley Water Co. Well B-6

2013 to present: – Once through IX
Perchlorate removal using on-site vessels at multiple sites.
Product water used for municipal supply.
Started up Mar 2013.
Contact: Oscar Ramos, 626-448-6183

Rialto, Airport Well 3, GeoLogic Associates, San Bernardino, CA

2007 – present: 1900 gpm – Once Through IX
Perchlorate removal at well site with one train of HP1220 vessels.
CDPH operating permit issued.
Contact: Ralph Murphy, (909) 383-8728.

West Valley Water Company

May 03 - present: 6,500 gpm – Once Through IX
Perchlorate removal using on-site vessels at multiple sites.
Product water used for municipal supply.
CDPH operating permit issued.
Contact: Al Robles: (909) 644-7815

Resin Bed Life Warranty La Puente Valley County Water District January 4, 2024

As part of this proposal, 424 cubic feet of resin PSR2 Plus has been offered. Each vessel will contain 424 cubic feet. Each 424 cubic feet of resin supplied is warranted to treat a minimum of 120,000 bed volumes when placed into the lead position. Please note the following conditions with regard to the Guarantee portion of this proposal:

This warranty shall be deemed void if the customer fails to meet any of the following conditions pertaining to resin use and the system in which resin is used:

- a. The design parameters (system, equipment and peripheral components) must be consistent with sound engineering practice and the system is operated within the design parameters.
- b. Feed water must not contain any oxidizing agents including, without limitation, chlorine, ozone or permanganate.
- c. Sequestrants, cleaning or treatment chemicals, and any other chemicals used in the system must be compatible with the resin.
- d. The resin must be operationally protected against excessive hydraulic changes including, without limitation, water hammer, and rapid pressure swings.
- e. Influent water to each vessel shall be free of entrained air to the extent that entrained air could disrupt resin beds in any system.
- f. The system shall not be backwashed or the beds otherwise hydraulically altered once a service run has started, as this will reduce the expected throughput.
- g. The resin must be maintained in a clean condition and must not be contaminated by particulate matter, colloidal or precipitated solids, biological growth or foreign materials (including but not restricted to cationic surfactants, solvents, soluble oils, free oils, lipids, and high molecular weight natural polymers).
- h. Customer is responsible for ensuring that frequent, adequate system performance data are routinely recorded in a systematic format that is regularly reviewed. Data collected to include weekly flow, pressure and meter readings and monthly incoming water analyses including perchlorate, sulfate, chloride, nitrate and alkalinity. Perchlorate readings shall be provided on a weekly basis and shall include product water from the lead and lag vessels. Customer agrees to make this data available to Evoqua on a reasonable basis at Evoqua's reasonable request.
- i. Customer must keep resin moist at all times after installation.
- j. Resin loss from the bed will be excluded from this warranty. Without limitation, loss of resin due to failure of distributors, resin traps, and backwash procedures are the responsibility of the customer.
- k. Representative samples of used resin must be provided by customer after each exchange, upon request by Evoqua.

- i. The end of resin life for each 424 cubic feet of resin contained within a single vessel is defined as the point two (2) weeks after the effluent of that vessel has 2.0 µg/l perchlorate or greater. This detection of 2.0 µg/l of perchlorate shall be part of a normal breakthrough curve. Obvious analytical or sampling error in a sample result will eliminate this sample result from being utilized in determining the validity of the warranty. Total bed volumes treated for each 424 cubic feet of resin will be 120,000 bed volumes, which includes the volume of water treated during the two (2) week period after 2.0 µg/l perchlorate is detected in the effluent. Normal operation of the IX system is expected during the 2-week period.
- m. The guarantee is based on the water quality and flow restrictions listed below. If actual concentrations of any single contaminant identified in table below varies from the stated "IX Influent Data" concentration by more than 20%, the warranty will be adjusted in accordance with Section n.

ION EXCHANGE INFLUENT WATER QUALITY

| PARAMETER | FOR CALCULATION OF GUARANTEED BED LIFE (BED VOLUMES TREATED PER REPLACEMENT) | ANTICIPATED RANGE |
|---|--|-------------------|
| Operational Flow Rate per vessel, gpm | 1,250 | 1,000-1,500 |
| Daily Volume, million gallons | 3.60 | 2.88-3.60 |
| Perchlorate, µg/L | 39.8 | 10-72 |
| Sulfate, mg/L | 59 | 48-63 |
| Nitrate, mg/L as NO ₃ ⁻ | 32 | 21-43 |
| Alkalinity, mg/L as CaCO ₃ | 169 | 140-180 |
| Calcium, mg/L | 64.4 | 57-65 |
| Magnesium, mg/L | 15.1 | 13-15 |
| Chloride, mg/L | 30.9 | 23-32 |
| Total Dissolved Solids, mg/L | 340 | 280-460 |
| pH | 7.60 | 7.0-8.0 |
| Water Temperature, °C | 20 | 17-23 |

*Maximum flow per system is 1,500 gpm and minimum flow is 425 gpm

- n. The 6-week running average influent perchlorate, sulfate, chloride, nitrate and alkalinity shall be used to determine conditions for reduction of the bed volume guarantee. When the bed is exhausted, the 6-week running average influent concentration of the constituents listed above shall be calculated for each week beginning 6 weeks from installation of the resin to the week corresponding to exhaustion of the bed. If any 6-week running average exceeds the influent concentrations in the middle row of the Ion Exchange Influent Water Quality table, the deduction equation below shall be calculated for week 6 to the week corresponding to the exhaustion of the bed. The maximum deduction calculated shall be used to determine the revised guarantee.

Revised Guarantee =
Original Guaranteed Bed Volumes Treated per Replacement - Deduction

Where:

Deduction = Original Guaranteed Bed Volumes Treated per Replacement x
 $([0.12 \times \text{ECI}] + [0.88 \times \text{ENO3}] + [0.32 \times \text{ESO4}] + [0.32 \times \text{ECIO4}] + [0.16 \times \text{EHCO3}])$

$E = \text{increase in identified contaminant} = (\text{actual-base})/\text{base}$

Please note the following with regards to this equation:

- 1) E can only be zero or a positive value.
 - 2) Increases in multiple contaminant levels will result in additive deducts as dictated by the formula.
 - 3) The average perchlorate concentration over any 6-week period must not exceed 180% of base, and the average of any other contaminant over any 6-week period must not exceed 120% of base. The warranty is void for values beyond these increases.
 - 4) 'base' is defined by the Ion Exchange Influent Water Quality stated in the table above.
- o. The sole remedy for Evoqua's failure to achieve the warranted bed life will be the provision of additional resin on the next resin exchange in the A minimum amount of 424 cubic feet of resin is required per vessel, however, and the additional volume of resin needed to make a complete exchange must be purchased by La Puente Valley County Water District. This remedy is limited to a maximum of 424 cubic feet.

(a) Example:

If Evoqua warranted that 424 cubic feet of resin would treat 120,000 bed volumes of water and only 110,000 bed volumes were treated, the following formula determines the cubic feet of resin that Evoqua will provide to Customer at no cost on the subsequent exchange:

$$\frac{(\text{Guaranteed BVs} - \text{Actual BVs})}{(\text{Guaranteed BVs})} \times \text{cf of resin}$$

$$(120,000 - 110,000) / 120,000 \times 424 \text{ cf} = 35.3 \text{ cf of resin}$$

In this example, 35.3 cubic feet of resin will be supplied by Evoqua. All additional resin needed to complete a specific fill are the responsibility of La Puente Valley County Water District.

- p. Effluent of perchlorate system will be less than 2 µg/l of perchlorate as defined by E.P.A. analytical method 314. This is contingent upon adherence to all other aspects of stated warranty.
- q. While the resin supplied under this contract is operating in the lag position, the resin in the lead position shall be exchanged no later than two (2) weeks after 2.0 µg/l perchlorate is detected in the effluent of the lead vessel. No more than 9,600 BV shall be run through the lead vessel during this 2-week period.
- r. This warranty will not extend past a period of two (2) years from time of first resin installation by Evoqua.
- s. Customer will allow inspection of any exhausted resin and vessels before a resin exchange if requested by Evoqua.

- t. Warranty will be void if resin is removed for any reason other than perchlorate breakthrough, including without limitation uranium loading and silt accumulation.
- u. Bacteria levels in the influent and influent delivery mechanisms such as, for example, piping and manifolds in any well, shall be <10 cfu/ml on a 6 month rolling average. EWT assumes no responsibility or liability relating to the bacteriological quality of the influent or within the wells and shall bear no costs relating to resin sterilization due to bacteria in the influent or elsewhere in the wells. If Evoqua is requested to backwash and sanitize a specific resin bed after the start of a particular run then Conditions b., c. and f. apply.
- v. THE FOREGOING SETS FORTH EVOQUA'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY WITH RESPECT TO RESIN BED LIFE. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND THEREOF, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. IN NO EVENT SHALL EVOQUA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. EVOQUA LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE ANNUAL PRICE PAID TO EVOQUA UNDER THE CONTRACT

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute – Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "**Federal Healthcare Programs**"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY

FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.



Product Data Sheet

AmberLite™ PSR2 Ion Exchange Resin

Drinking Water-grade, Gel, Strong Base Anion Resin for Selective Perchlorate Removal

Description

AmberLite™ PSR 2 Ion Exchange Resin is a gel, strong base anion resin supplied in the Cl⁻ form. It is designed to offer the highest selectivity for trace contaminants such as nitrate and perchlorate, while its gel matrix also achieves high total exchange capacity.

Applications

Primary application:

- Selective perchlorate removal

Also can be used for:

- Gold recovery

Typical Properties

Physical Properties

| | |
|------------------|--|
| Copolymer | Styrene-divinylbenzene |
| Matrix | Gel |
| Type | Strong base anion |
| Functional Group | Tri-n-butyl amine |
| Physical Form | Amber to brown, translucent, spherical beads |

Chemical Properties

| | |
|--------------------------|-----------------|
| Ionic Form as Shipped | Cl ⁻ |
| Total Exchange Capacity | ≥ 0.65 eq/L |
| Water Retention Capacity | 40 – 47.5% |

Particle Size §

| | |
|----------------|------|
| < 400 µm | ≤ 5% |
| 1180 – 1410 µm | ≤ 3% |

Stability

| | |
|-----------------------|-------|
| Whole Uncracked Beads | ≥ 95% |
| Friability | |
| > 200 g/bead | ≥ 90% |

Density

| | |
|------------------|-----------|
| Particle Density | 1.10 g/mL |
| Shipping Weight | 670 g/L |

§ For additional particle size information, please refer to the [Particle Size Distribution Cross Reference Chart](#) (Form No. 45-D00954-en).

Suggested Operating Conditions

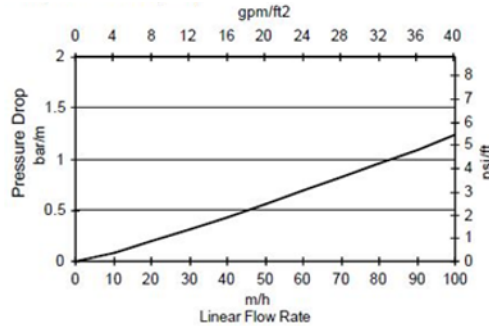
| | |
|-------------------------------|--------------|
| Maximum Operating Temperature | 60°C (140°F) |
| pH Range | 0 – 14 |

Hydraulic Characteristics

Estimated bed expansion of AmberLite™ PSR2 Ion Exchange Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. These pressure drop expectations are valid at the start of the service run with clean water and a well-classified bed. Estimated pressure drop at other water temperatures can be calculated with the provided equations.

Figure 1: Pressure Drop

Temperature = 20°C (68°F)



For other temperatures use:

$$P_T = P_{20^\circ\text{C}} / (0.026T_{\text{C}} + 0.48), \text{ where } P \equiv \text{bar/m}$$

$$P_T = P_{20^\circ\text{C}} / (0.014T_{\text{F}} + 0.05), \text{ where } P \equiv \text{psi/ft}$$

Conditioning and Limits of Use

AmberLite™ PSR2 Ion Exchange Resin is suitable for use in potable water applications¹ after an initial commissioning pretreatment at ambient temperature.

¹ Please confirm the regulatory approval in your specific country of use.

Product Stewardship

DuPont has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with DuPont products—from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

DuPont strongly encourages its customers to review both their manufacturing processes and their applications of DuPont products from the standpoint of human health and environmental quality to ensure that DuPont products are not used in ways for which they are not intended or tested. DuPont personnel are available to answer your questions and to provide reasonable technical support. DuPont product literature, including safety data sheets, should be consulted prior to use of DuPont products. Current safety data sheets are available from DuPont.

Please be aware of the following:

- **WARNING:** Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult sources knowledgeable in handling such materials.

Regulatory Note

This product may be subject to drinking water application restrictions in some countries; please check the application status before use and sale.

Have a question? Contact us at:

www.dupont.com/water/contact-us

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Water Quality Association

10/14/2022



CERTIFIED DRINKING WATER SYSTEM COMPONENTS

NSF/ANSI/CAN 61 - 2021: Drinking Water System Components - Health Effects

DDP Specialty Electronic Materials US, LLC

2200 West Salzbury Road

Midland, MI 48686

United States

<http://www.dupont.com> (<http://www.dupont.com>)

Product Type: Ion Exchange Resin

| Brand Name | Model | Water Contact Temp | Water Contact Material | Size |
|------------|---|--------------------|------------------------|--------------|
| AMBERLITE™ | PSR-2 Ion Exchange Resin ¹ ₂ | Cold (23C) | Various | 16x50 mesh |
| AMBERLITE™ | PSR2 Plus (Cl) Ion Exchange Resin ¹ ₂ | Cold (23C) | Various | 0.5 - 0.9 mm |

¹ Product approved for both residential point of entry and water treatment plant application end uses.

² For POE applications, soak with water for 1 hour. Then, rinse 20 bed volumes (BV) with RO/DI water at 10BV/hr (2 hours at 0.14 gpm). For water treatment applications, soak with water for 1 hour. Then, rinse 20 bed volumes (BV) (12 gallons) with RO/DI water at 10 BV/hour.



Item 10
Operations and Maintenance Report

Memo



Date: January 8, 2024
To: Honorable Board of Directors
From: Paul Zampiello, Operations & Maintenance Superintendent
Subject: Monthly Operations & Maintenance Superintendent's Report

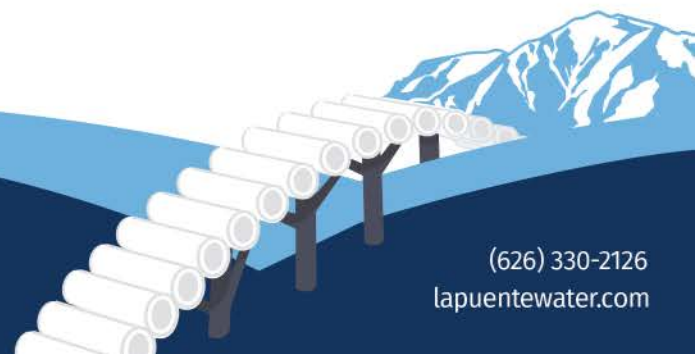
The following report summarizes LPVCWD, IPU Waterworks, BPOU, and PVOU operational and compliance activities of December and since the last report to the Board. The report also includes the status of various projects for each system.

DISTRIBUTION, SUPPLY AND PRODUCTION

- Monthly Water Production Summary – Total production from the LPVCWD Wellfield for the month of December was 313.59 AF, of which 204.42 AF was delivered to Suburban Water Systems. IPU Waterworks Well No. 5 produced a total of 183.37 AF in the month of December. The December Monthly Production Report is provided as **Attachment 1**.
- Well Water Levels and Pumping Rates – The latest static water level, pumping water level, and pumping rate for LPVCWD and IPU Waterworks are as shown in the table below.

| Well | Static Water Level (Ft) | | | Pumping Water Level (Ft) | | | Drawdown (Ft) | Current GPM Pumping Rate | Specific Capacity (GPM/Ft) |
|-----------|-------------------------|-------|-------------------------------|--------------------------|-------|-------------------------------|---------------|--------------------------|----------------------------|
| | 2022 | 2023 | Difference Current - 2022 (%) | 2022 | 2023 | Difference Current - 2022 (%) | | | |
| LPVCWD 2* | 163.5 | 121.9 | 25.4% | 194 | - | - | - | - | - |
| LPVCWD 3 | 165 | 121.9 | 26.1% | 175 | 135 | 22.9% | 13.1 | 1,003 | 76.6 |
| LPVCWD 5 | 154 | 103 | 33.1% | 176 | 177.4 | -0.8% | 74.4 | 2,394 | 32.2 |
| COI 5 | 115 | 84 | 27.0% | 161 | 164 | -1.9% | 80 | 1,418 | 17.7 |

*Well No. 2 is currently out of service due to a scheduled well rehabilitation



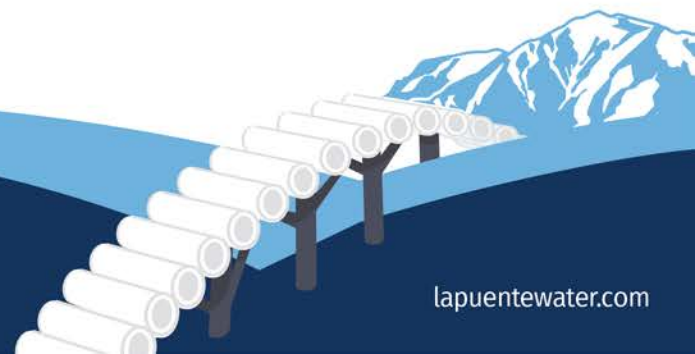
Monthly Water Conservation – A summary of LPVCWD and IPU Waterworks usage for the past 6 months as compared to the previous year is shown below.

LPVCWD Monthly Water Consumption

| Month | 2022 | 2023 | Difference Current-Previous Year (%) | Accumulative Difference (%) |
|-----------|--------|--------|--------------------------------------|-----------------------------|
| July | 154.20 | 157.80 | 2.3% | 2.3% |
| August | 161.76 | 142.58 | -11.9% | -4.8% |
| September | 144.15 | 130.15 | -9.7% | -6.4% |
| October | 135.34 | 123.03 | -9.1% | -7.1% |
| November | 112.27 | 111.56 | -0.6% | -5.8% |
| December | 108.13 | 102.38 | -5.3% | -5.7% |

IPU Waterworks Monthly Water Consumption

| Month | 2022 | 2023 | Difference Current-Previous Year (%) | Accumulative Difference (%) |
|-----------|--------|--------|--------------------------------------|-----------------------------|
| July | 123.21 | 151.93 | 23.3% | 23.3% |
| August | 124.26 | 116.41 | -6.3% | 8.5% |
| September | 111.51 | 104.64 | -6.2% | 3.6% |
| October | 103.19 | 106.65 | 3.4% | 3.5% |
| November | 89.33 | 93.44 | 4.6% | 3.8% |
| December | 86.31 | 96.21 | 11.5% | 5.0% |



CAPITAL / OTHER PROJECTS

1. LPVCWD Recycled Water Project – Staff is currently working with several customers on completing the application process for the recycled water project and will begin conducting onsite inspections with the LA County Health Department to receive approval to start construction of the refitting. Additionally, Staff has begun working with the City of Industry on the City meters retrofit process to complete the city facilities' recycled water phase.
2. LPVCWD Nitrate Treatment System – The nitrate system's resin, media, and salt have been received, and Staff is working with Evoqua to schedule the system testing. Staff has also prepared a sampling test plan to evaluate the performance of the nitrate treatment system and will conduct the sampling in the coming week to prepare the DDW permit application approval process. The testing is anticipated to be completed in the next few weeks.
3. LPVCWD & IPUWS Water Quality – Staff recently performed the annual blow-off flushing maintenance for both water systems. These activities consist of flushing the water from the identified dead-end lines in the water distribution systems and conducting water quality testing. These maintenance activities ensure that water quality and chlorine residuals are consistent throughout the water systems.
4. LPVCWD & IPUWS Distribution Leak Repairs & Maintenance – Field staff performed various replacements and leak repairs to the water distribution systems in December. They have repaired and replaced: 3 water service lines, 1 mainline repair, 4 fire flow tests, 2 fire hydrant replacements, and flushed all 119 dead-end distribution lines.
5. LPVCWD and IPUWS Site & Facility Maintenance – Field staff performed an extensive clean-up and organization of the storage facility at the Hudson yard. Staff also completed site maintenance at the Proctor yard, which included removing weeds and cleaning up piping and stored materials.

DEVELOPMENT PROJECTS

1. LPVCWD New 34-Unit Mix-Used Apartment Building at 15861 Main Street – Staff has provided an analysis summary letter, informing the developer that the water demand for the proposed project will not significantly impact the water system and will not require system improvements and are awaiting further information from to process with preparing a cost estimate letter for the requested water service upgrades.
2. LPVCWD New ADU Project at 16149 Abbey Street – Staff recently received a request from the property owner at 16149 Abbey St. to install a new 1-inch water service and meter for a new ADU project. Staff provided a cost estimate letter for water capacity fees and the requested construction for the new water service.
3. LPVCWD New ADU Project at 15702 Sierra Vista Ct – Staff recently received a deposit for water, capacity fees, and construction costs for a new water meter service to be installed at 15702 Sierra Vista Ct for a new ADU project. Field staff have installed the new water service at the property and are working with the customer to establish the new water account.
4. LPVCWD New Housing Development at 248 First Street – Staff recently received a deposit for the requested new 1-1/2 inch water meter service line upgrade and 2-inch fire service for the old Carriage Inn property at 248 First Street. Staff are scheduled to install the requested new water services in the coming week.

La Puente Valley County Water District

PRODUCTION REPORT - DECEMBER 2023

| LPVCWD PRODUCTION | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2023 YTD | 2022 |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|
| Well No. 2 | 134.04 | 121.44 | 141.96 | 123.68 | 130.85 | 112.51 | 121.95 | 141.15 | 139.75 | 133.08 | 140.43 | 13.56 | 1454.41 | 1411.60 |
| Well No. 3 | 8.51 | 4.85 | 5.27 | 3.24 | 8.03 | 8.23 | 4.36 | 4.14 | 4.52 | 4.00 | 4.91 | 0.00 | 60.06 | 29.36 |
| Well No. 5 | 155.66 | 157.36 | 169.65 | 160.99 | 170.50 | 191.99 | 186.19 | 182.30 | 170.07 | 186.35 | 165.27 | 300.03 | 2196.36 | 2304.99 |
| Interconnections to LPVCWD | 2.13 | 0.49 | 2.13 | 6.04 | 2.61 | 1.07 | 2.33 | 1.26 | 2.37 | 1.57 | 2.30 | 1.32 | 25.62 | 24.06 |
| Subtotal | 300.35 | 284.13 | 319.02 | 293.95 | 312.00 | 313.80 | 314.83 | 328.86 | 316.70 | 325.00 | 312.91 | 314.91 | 3736.45 | 3770.01 |
| Interconnections to SWS | 196.42 | 190.17 | 222.24 | 185.93 | 194.85 | 189.96 | 157.01 | 184.57 | 186.09 | 199.41 | 199.58 | 204.42 | 2310.64 | 2168.86 |
| Interconnections to COI | 6.22 | 0.02 | 3.47 | 2.99 | 0.02 | 0.01 | 0.02 | 1.71 | 0.46 | 2.56 | 1.78 | 8.11 | 27.37 | 30.90 |
| Interconnections to Others | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Subtotal | 202.64 | 190.19 | 225.71 | 188.92 | 194.87 | 189.97 | 157.03 | 186.28 | 186.55 | 201.97 | 201.36 | 212.53 | 2338.01 | 2199.76 |
| Total Production for LPVCWD | 97.71 | 93.94 | 93.31 | 105.03 | 117.13 | 123.84 | 157.80 | 142.58 | 130.15 | 123.03 | 111.56 | 102.38 | 1398.44 | 1570.25 |
| CIWS PRODUCTION | | | | | | | | | | | | | | 0.00 |
| COI Well No. 5 To SGVWC B5 | 163.02 | 156.23 | 160.18 | 159.68 | 159.77 | 163.39 | 180.09 | 175.33 | 179.85 | 181.35 | 181.10 | 183.37 | 2043.36 | 1957.32 |
| Interconnections to CIWS | | | | | | | | | | | | | | |
| SGVWC Salt Lake Ave | 0.43 | 0.41 | 0.47 | 0.48 | 0.57 | 0.57 | 0.48 | 0.58 | 0.57 | 0.55 | 0.50 | 0.48 | 6.09 | 6.33 |
| SGVWC Lomitas Ave | 69.77 | 71.68 | 75.35 | 90.08 | 97.06 | 73.51 | 153.76 | 115.37 | 105.98 | 105.11 | 93.49 | 88.84 | 1140.00 | 1209.58 |
| SGVWC Workman Mill Rd | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.10 | 0.11 | 0.06 |
| Interconnections from LPVCWD | 6.22 | 0.02 | 3.47 | 2.99 | 0.02 | 0.01 | 0.02 | 1.71 | 0.46 | 2.56 | 1.75 | 8.11 | 27.34 | 30.90 |
| Subtotal | 76.42 | 72.11 | 79.29 | 93.55 | 97.65 | 74.09 | 154.26 | 117.67 | 107.01 | 108.22 | 95.74 | 97.53 | 1173.54 | 1246.87 |
| Interconnections to LPVCWD | 2.13 | 0.49 | 2.13 | 6.04 | 2.61 | 1.07 | 2.33 | 2.16 | 2.37 | 1.57 | 2.30 | 1.32 | 26.52 | 24.06 |
| Total Production for CIWS | 74.29 | 71.62 | 77.16 | 87.51 | 95.04 | 73.02 | 151.93 | 115.51 | 104.64 | 106.65 | 93.44 | 96.21 | 1147.02 | 1222.81 |



Item 11
Treatment and Supply Report

Memo



To: Honorable Board of Directors
 From: Cesar A. Ortiz, Water Treatment & Supply Superintendent
 Date: January 8, 2024
 Re: Monthly Water Treatment & Supply Superintendent Report

The following report summarizes LPVCWD, IPU Waterworks System, BPOU and PVOU-IZ & SZ operations, which includes the status of various projects for each system.

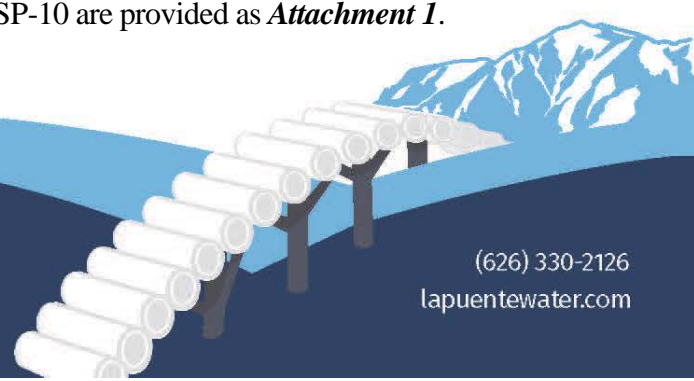
WATER QUALITY / COMPLIANCE

- **Distribution System Monitoring** – District Staff collected all required water quality samples from both LPVCWD & IPUWS distribution systems for the month; approximately **50** samples were collected. All results met State and Federal drinking water quality regulations.
- **Treatment Monitoring & Compliance** – All water quality compliance samples were collected from all the treatment processes and plant effluent, as required. Approximately **117** samples were collected.
- **Source Monitoring** – All water quality samples were collected from all the Wells, as required. Approximately **22** samples were collected. The table below summarizes LPVCWD Wells’ current water quality for constituents of concern.

| Well Sampled | CTC | TCE | PCE | Perchlorate | 1,4-Dioxane | NDMA | Nitrate |
|-----------------|------------|------------|------------|-------------|-------------|------------|------------|
| | MCL= 6 ppb | MCL= 5 ppb | MCL= 5 ppb | MCL=6 ppb | NL= 1 ppb | NL= 10 ppt | MCL=10 ppm |
| LPVCWD 2 | 1.0 | 23 | 1.1 | 18 | 0.51 | 23 | 6.4 |
| LPVCWD 3 | NS | NS | NS | NS | NS | NS | NS |
| LPVCWD 5 | ND | 3.2 | ND | 12 | 0.17 | 3.4 | 8.5 |

ND – None Detected
 NS – Not Sampled

- The Bi-monthly Nitrate Concentrations for SP-6 and SP-10 are provided as **Attachment 1**.



OPERATIONAL UPDATES & PROJECTS

- 1) **BPOU Treatment Plant** – Nitrate Project is moving forward. The treatment plant is in normal operation flowing through the bypass.
 - **Plant Operations** - The District has a Single Pass Resin change out coming up in the next week.
 - **Repairs & Maintenance** – Staff have performed various weekly chemical calibrations, monthly analyzer cleanings and calibrations, SPIX pre-filter change-outs, daily treatment plant rounds and monthly reporting.
- 2) **PVOU-IZ Treatment Plant** – Staff continue to run the plant daily and complete daily rounds and maintenance. Programming issues are still being worked out by the group, consisting of Wigen-RO, SPI, Geosyntec, Northrop Grumman and the LPVCWD teams.
 - **Plant Operations** – Staff has procured spare electronic parts and installed new chemical analyzer components (pH probe), and changed out a set of 103 cartridge filters in one filter vessel.
 - **Maintenance Items** – PVOU IZ-2 Well path forward is to acquire bids for rehabbing the well, two quotes have been received, we are awaiting clarifications. We have also acquired bids for electrical conduit rework to the Wigen RO system.
- 3) **PVOU-SZ Treatment Plant** – The construction team is scheduling pre-startup meetings and preparing for actual testing. LPVCWD staff has continued O&M maintenance oversight.
 - **Maintenance Items** – LPVCWD staff continues to operate the plant and flush water through the entire system.
- 4) **IPUWS Well No. 5** – Between Tesco and Hunter Electric - The Well is running and supplying water to SGVWC's B-5 facility in Hand operation, at the request of SGVWC. All electrical repairs have been completed. In order to return the control of the well to Auto, control issues found in the Tesco panel need to be addressed. Currently, Tesco has completed the repairs to the PLC and Panel at their facility and is in the process of troubleshooting continuous voltage in the communications lines, along with Hunter Electric.

**SP-6 and SP-10
Nitrate Concentrations
EPA Method 353.2
MCL = 10 mg/L**

| Nitrate Concentrations November - December | | | | |
|---|------|-------|---------|------------------|
| Date | SP-6 | SP-10 | Well(s) | Comments |
| 11/7/2023 | 7.5 | 7.6 | 2 & 5 | Weck Lab (353.2) |
| 11/13/2023 | 7.9 | 8.0 | 2 & 5 | Weck Lab (353.2) |
| 11/17/2023 | 7.5 | 7.5 | 2 & 5 | Weck Lab (353.2) |
| 11/20/2023 | 7.5 | 7.6 | 2 & 5 | Weck Lab (353.2) |
| 12/4/2023 | 7.5 | 7.6 | 2 & 5 | Weck Lab (353.2) |
| 12/12/2023 | 8.4 | 8.4 | 2 & 5 | Weck Lab (353.2) |
| 12/14/2024 | 8.1 | 8.1 | 2 & 5 | Weck Lab (353.2) |
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|---------|-----|-----|
| AVERAGE | 7.8 | 7.8 |
| MINIMUM | 7.5 | 7.5 |
| MAXIMUM | 8.4 | 8.4 |

Notes:
 All units reported in milligrams per Liter (mg/L)
 MCL = Maximum Contaminant Level
 N/A = Not Available (Lab Results)



**112 N. First St.
 La Puente, Ca 91744**

Attachment 1



Item 12
Administrative Report

Administrative Report

January 8, 2024



Board Communication

None



Public Communication & Outreach

Scholar Dollar Program – La Puente High School



Website

- Added Calendar to reflect Fridays off
- 2024 Updates



Social Media

| Topic | Comments |
|--------------------------------|----------|
| Number of Instagram Posts | 7 |
| Number of Instagram Stories | 7 |
| Number of Instagram Followers | 320 |
| Post Related to Main Shutdowns | 0 |
| Number of LinkedIn Posts | 7 |
| Number of LinkedIn Followers | 10 |
| CET Program | 2 |
| CET Scholarship | 0 |





Item 13
General Manager's Report

General Manager Report



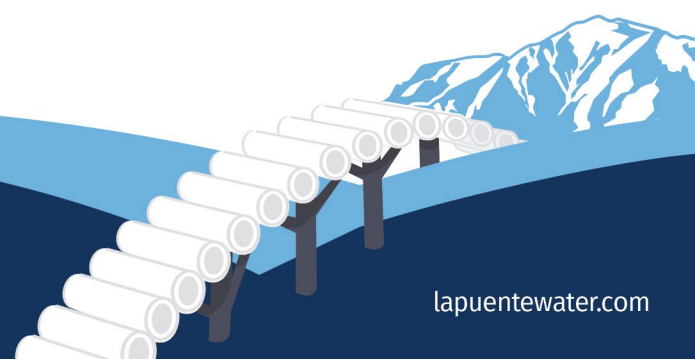
Date: January 8, 2024
To: Honorable Board of Directors
From: Roy Frausto, General Manager
RE: General Manager Report

GENERAL MANAGER REPORT TOPICS

- Baldwin Park Key Well Elevation – 224.1 ft as of December 29, 2023.
- 2023-24 Rainfall (Puddingstone Dam) – The current year rainfall as of December 26, 2023, is 5.00 inches.
- 2024 PVOU-IZ Budget – Staff is developing a fourth draft of the 2024 PVOU-IZ budget.
- 2024 PVOU-SZ – Staff is developing a fourth draft of the 2024 PVOU-SZ budget..
- CIWS Feasibility Study – Final treatment feasibility study has been completed by Stetson Engineers. CR's provided comments on October 27, 2023. City staff is coordinating to schedule a meeting to discuss a path forward.
- CIWS & LPVCWD Agreement – On November 27, 2023, Staff met with City staff and respective legal counsel to discuss details on the operations & management agreement. Currently, agreement is under review with the City.
- Recycled Water Project
 - Staff is working on finalizing testing to activate recycled water service at 333 Hacienda Blvd.

STAFFING

Henry Hernandez - 14 Years of Service
Vanessa Koyama – 14 Years of Service
Cesar Barajas - 5 Years of Service
Paul Zampello – 4 Years of Service



GENERAL MANAGER ACTIVITIES

| Meetings/Activity | Date |
|---|-------------------|
| Project Meeting | December 1 |
| Management Weekly Meeting | December 4,11,18 |
| Meeting with Northrup/Klaus | December 4 |
| LPVCWD & NG Check In | December 4, 20 |
| IBC Luncheon | December 5 |
| Puente Valley OU Stakeholder Meeting | December 5 |
| COI Utility Outreach Meeting | December 6 |
| CIWS Sanitary Survey Site Inspection | December 6 |
| PWAG Executive Committee Meeting | December 6 |
| PVOU Sampling & Permitting Transition to LPVCWD | December 6 |
| PVOU – IZIR & SZ-SIR Weekly Progress Meeting | December 6, 13 20 |
| Project Update – PVOU Projects | December 7 |
| Staff & Board Luncheon | December 8 |
| Nobel Systems – Asset Management Demo | December 11 |
| SZ-S Start Up Testing and Commissioning | December 12 |
| PVOU IZ 97-005 – USEPA-DDW Meeting | December 12 |
| Upper District Board Meeting | December 13 |
| Meeting about CLASS | December 13 |
| Watermaster Basin Management | December 13 |
| IPUC Meeting | December 14 |
| BPOU Project Committee Meeting | December 14 |
| Employee Christmas Luncheon | December 15 |
| PVOU Site Visit with Watermaster | December 19 |
| SCWUA Board Meeting | December 19 |
| Performance Contract for PVOU | December 20,27 |
| IPU Water Ops Meeting | December 21 |
| SZ-S Start-up Testing and Commissioning | December 26 |

