



SAN ANTONIO WATER COMPANY

BOARD OF DIRECTORS MEETING

Tuesday, July 20, 2021

5:00 p.m.

In the Upland City Hall Council Chambers
460 N. Euclid Avenue, Upland, CA 91786

The San Antonio Water Company encourages public participation during our Board Meetings. Attendance at meetings is preferred. Recognizing that an adjustment period is appropriate for recently lifted pandemic restrictions and ongoing individual concerns, emails or phoned-in comments are also acceptable.

If you wish to provide comments by phone, please email blee@sawaterco.com at least two hours in advance of the meeting with your phone number and item you wish to comment on. Company staff will call you when the item comes up for discussion and you will be placed on speaker to address the Board.

Public comments regarding upcoming agenda items can be emailed to the Company at blee@sawaterco.com. Comments received by email at least two hours prior to the start of the meeting will be read at the appropriate time during the meeting.

- Call to Order
- Salute to the Flag

1. Recognitions and Presentations:

2. Additions-Deletions to the Agenda:

3. Shareholder-Public Testimony:

This is the time for any shareholder or member of the public to address the board members on any topic under the jurisdiction of the Company, which is on or not on the agenda. Please note, pursuant to the Brown Act the board is prohibited from taking actions on items not listed on the agenda. For any testimony, speakers are requested to keep their comments to no more than four (4) minutes, including the use of any visual aids, and to do so in a focused and orderly manner. Anyone wishing to speak is requested to voluntarily fill out and submit a speaker's form to the manager prior to speaking.

4. Consent Calendar Items:

All items listed hereunder are considered to be routine and there will be no separate discussion of these items unless members of the board request specific items to be removed from the consent calendar for separate action. All items listed or remaining will be voted upon in a single action.

- A. Approval of Board Meeting Minutes
Regular Meeting Minutes of June 15, 2021
- B. Planning, Resources, and Operations Committee (PROC) Meeting Minutes
Meeting minutes of April 27, 2021
- C. Administration and Finance Committee (AFC) Meeting Minutes
No meeting minutes to report.
- D. Financial Statement
Income Statement and Balance Sheet for May 31, 2021
- E. Investment Activity Report
Monthly Report of Investments Activity.
- F. Water Production and Consumption
Monthly water production and consumption figures.
- G. Prominent Issues Update
Status summaries on certain on-going active issues.

- H. **Projects and Operations Update**
Status summaries on projects and operations matters.
- I. **Groundwater Level Patterns [Quarterly in January, April, July, and October]**
Tracking patterns of groundwater elevations relative to ground surface.
- J. **Conservation Program Update [Quarterly in January, April, July, and October]**
Update on SAWCo's existing water conservation programs
- K. **Correspondence of Interest**

5. **Board Committee – Delegate Report:**

- A. **PVPA Representative Report**
Verbal report by representative.
- B. **Six Basins Representative Report**
Verbal report by representative.
- C. **Chino Basin Representative Report**
Verbal report by representative.
- D. **Cucamonga Basin Representative Report**
Verbal update by representative.
- E. **Administration and Finance Committee (AFC) Chairman's Report**
No meeting to report.
- F. **Planning, Resources, and Operations Committee (PROC) Chairman's Report**
Verbal update on meeting held June 22, 2021.
- G. **Office Feasibility Study Ad Hoc Committee**
No meeting to report.

6. **General Manager's Report on Activities**

- A. **Alarm Upgrade and Proposals**
Discussion and Possible Action regarding proposals on alarm upgrade.
- B. **Cell Tower Lease on Well 19 Property**
Review and authorize General Manager to sign lease.
- C. **American Water Infrastructure Act Emergency Response Plan**
Review and authorize General Manager to sign contract for preparation of AWIA ERP.
- D. **Waterscope Consumption Data**
Review June 2021 data
- E. **Water Shortage Contingency Plan**
Review and authorize moving to 'Moderate Shortage Stage'
- F. **COVID Response**
Verbal update

7. **Closed Session:** None

8. **Director's Comments and Future Agenda Items:**

Adjournment:

The next regular Board Meeting will be held on Tuesday, August 17, 2021 at 5:00 p.m.

NOTE: All agenda report items and back-up materials are available for review and/or acquisition by calling the Company Office (909) 982-4107 (139 No. Euclid Avenue, Upland, CA) during regular office hours, Monday through Thursday [7:00 am – 11:30 am & 12:30 pm – 5:00 pm] and alternating Fridays [7:00 am – 11:30 am & 12:30 pm – 4:00 pm] and on the company's website www.sawaterco.com. The agenda is also available for review and copying at the Upland Public Library located at 450 N. Euclid Avenue.

POSTING STATEMENT: On July 15, 2021 a true and correct copy of this agenda was posted at the entry of the Company's Office (139 No. Euclid Avenue), on the public bulletin boards at 450 No. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall), and on the Company's website.

SAN ANTONIO WATER COMPANY
MINUTES OF THE SAN ANTONIO WATER COMPANY
Tuesday, June 15, 2021

An open meeting of the Board of Directors of the San Antonio Water Company (SAWCo) was called to order at 5:00 p.m. on the above date at the Upland City Hall Council Chambers, 460 North Euclid Avenue, Upland, California. Directors present were Tom Thomas, Will Elliott, Rudy Zuniga, Bob Cable, Martha Goss, Kati Parker, and Bill Velto. Also in attendance were SAWCo's General Manager Brian Lee, Assistant General Manager Teri Layton, and Senior Administrative Specialist Kelly Mitchell. Director Thomas presided.

Director Velto led all in attendance in the flag salute.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Shareholder-Public Testimony: None.
4. Consent Calendar Items:
 - A. Approval of Board Meeting Minutes
Regular Meeting Minutes of May 18, 2021
 - B. Planning, Resources and Operations Committee (PROC) Meeting Minutes
No meeting minutes to report.
 - C. Administration and Finance committee (AFC) Meeting Minutes
Meeting minutes of March 23, 2021
 - D. Financial Statement
Income Statement and Balance Sheet for April 30, 2021
 - E. Investment Activity Report
Monthly Report of Investments Activity.
 - F. Water Production and Consumption
Monthly water production and consumption figures.
 - G. Prominent Issues Update
Status summaries on certain on-going active issues.
 - H. Projects and Operations Update
Status summaries on projects and operations matters.
 - I. Groundwater Level patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
 - J. Conservation Program Update [Quarterly in January, April, July, and October]
Update on SAWCo's existing water conservation programs
 - K. Correspondence of Interest

Director Elliott moved and Director Parker seconded to approve the Consent Calendar as presented. Motion carried unanimously.

5. Board Committee – Delegate Report:
 - A. **Pomona Valley Protective Association (PVPA) Representative's Report** – Director Thomas reported on the PVPA meeting held June 9th. The members have agreed to continue meeting virtually until August at the earliest. Braden Yu became the City of Upland representative as he is currently their public works director. The City of Pomona has completed weed abatement of PVPA properties.

The City of Claremont is moving forward with the Claremont Wilderness Park kiosk which will rest partially on PVPA land. As such, an agreement between PVPA and the City of Claremont was signed and PVPA was named as an additionally insured party.

PVPA is still monitoring the National Recreation bill in attempts to get their private land removed from the bill. The bill is currently stalled and because it is a national bill there may not be enough votes for it to pass.

- B. Six Basins Representative Report** – Ms. Layton informed the Board about the Six Basins meeting held on May 26th. Watermaster Board approved transferring Jericho Systems contract to Tom Dodson for preparation for the strategic plan programmatic environmental impact report (PEIR). It is now available for review on their website.

Another item discussed was the search for legal counsel as current legal counsel for the basin has announced his retirement. A significant challenge is locating an attorney not affiliated with another water entity. A draft request for qualifications (RFQ), being voted on to finalize at the next meeting, will go out to several water attorneys to begin the replacement process.

The next meeting is scheduled for June 23rd.

- C. Chino Basin Representative Report** – Mr. Lee referred to legal documents included in the meeting packet. He explained the Appropriative Pool (AP) complaint against the Agricultural Pool (Ag) was resolved by the judge who ruled in favor of the AP. The chairs of each Pool are meeting to discuss how to move forward.

SAWCo has applied for a 5-year, 2,500 acre per year spreading agreement in the basin. In previous years, agreements were approved for only 1-year periods. The item should go to the board in July for approval.

- D. Cucamonga Basin Representative Report** – Ms. Layton stated the working group met virtually on June 1st. The Term of Reference document is still awaiting signature from Cucamonga Valley Water District's (CVWD) general manager.

The working group discussed and rated the Statements of Qualifications (SOQ) received. The three consultants moving forward in the request for proposal process are: Daniel B. Stephens & Associates, Inc./Geo-Logic, Dudek, and Provost & Pritchard/Thomas Harder & Co.

The next scheduled meeting is July 6th.

- E. Administration and Finance Committee (AFC) Chairman's Report** – Director Cable advised items that were discussed at the most recent AFC meeting are included in the General Manager's Report.
- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report** – No meeting to report.
- G. Office Feasibility Study Ad Hoc Committee** – No meeting to report.

6. General Manager's Report on Activities:

- A. 401K Reinstatement and Proposed Changes** – Mr. Lee stated he would be happy to answer any questions regarding the request for reinstatement and changes to the Company sponsored 401K plan. He clarified there is no longer a 1 year wait period to contribute to the plan. As part of discussion, it was asked if there was a reduced number of employees participating would it affect how much employees can contribute. Ms. Layton stated that all employees were participating at this time. Mr. Lee further explained he believed there was not any language in this reinstatement that would limit the employee's contribution. A resolution for this item will need signatures upon approval.

Director Goss moved and Director Zuniga seconded to approve the reinstatement and proposed changes to the 401K plan as presented. Motion carried unanimously.

- B. Update to Purchasing Policy** – Mr. Lee advised the item was first presented to the AFC who now recommends it for Board approval. Notable updates in the policy include raising the amount requiring a purchase order from \$50 to \$100 and raising the amount requiring three bids from \$500 to \$5,000.

Director Elliott moved and Director Velto seconded to approve the update to the purchasing policy as presented. Motion carried unanimously.

- C. Reserve Funds Policy** – Mr. Lee advised that staff is currently limited to a onetime per year transfer of funds from the Operating Reserves Fund to the Depreciation & Obsolescence Fund. Due to SAWCo now having targeted reserve fund amounts, staff would like to be able to transfer funds periodically throughout the year to gain better interest in certain accounts for capital funds while maintaining a minimum of about 1 million dollars in the Operating Reserves Fund. Staff believes transfers would take place possibly on a quarterly basis but only after a review of the finances found a transfer warranted.

Director Velto moved and Director Goss seconded to approve the changes to the Reserves Fund Policy as presented by staff and recommended by the AFC. Motion carried unanimously.

- D. Cell Tower Lease on Well 19 Property** – Mr. Lee explained he was approached about the possibility of placing a cell tower on SAWCo's property some time ago. The interested party and staff agreed that the Well 19 site was a good location for a cell tower. The property is triangular shaped and does not currently have any SAWCo facilities, however, the site is large enough for a cell tower and a future well. An issue with the San Bernardino County not showing SAWCo owns the property has been resolved.

Mr. Lee then explained details of the proposed agreement to the Board for questions and comments.

After discussion, there was consensus on the Board that Mr. Lee negotiate the lease for \$5,000 per month. If an agreement for that amount can be reached, the Board authorized Mr. Lee to sign the agreement. Should an alternate amount be considered, Mr. Lee will bring that proposal back to the Board for approval.

- E. Facilities Tour** – The Board provided Mr. Lee with the dates they are unavailable to attend a facilities tour. Mr. Lee will email the Board proposed dates for the tour and schedule the final date for when the majority can attend.

- F. COVID Response** – Mr. Lee pointed out this meeting was the first in-person Board meeting in well over a year. In the office there are a minimum of 4 staff members at a time with 1 working remotely.

7. Closed Session: None

8. Director's Comments and Future Agenda Items: Director Zuniga inquired about a better way to view the agenda items electronically. There is an alternate format that the City of Upland uses for viewing meeting agenda packets that he would like staff to look into. He also stated he has asked the City of Upland to provide a demonstration to City of Upland residents on how it receives its water. Since SAWCo is one of the City of Upland water providers, he asked that staff work with the City of Upland to provide information on water delivery.

The next Board meeting is scheduled for Tuesday, July 20th at 5 p.m.

Adjournment:

With no further business to discuss the meeting was adjourned at 5:33 p.m.

June 15, 2021

Assistant Secretary
Brian Lee

MINUTES OF THE SAN ANTONIO WATER COMPANY
 PLANNING, RESOURCES, and OPERATIONS COMMITTEE
 April 27, 2021

An open meeting of the Planning, Resources, and Operations Committee (PROC) of the San Antonio Water Company (SAWCo) was called to order virtually at 3:00 p.m. on the above date. Committee members present were Will Elliott, Rudy Zuniga, Kati Parker, and Tom Thomas. Also in attendance were SAWCo's General Manager Brian Lee, Assistant General Manager Teri Layton, and Senior Administrative Specialist Kelly Mitchell. Director Thomas presided due to Director Elliott having audio issues.

1. Recognitions and Presentations – None.
2. Additions-Deletions to the Agenda – None.
3. Public Comments – None.
4. Approval of Committee Meeting Minutes:
 - A. **Regular Committee Minutes of February 23, 2021** – Director Elliott moved and Director Zuniga seconded to approve the meeting minutes of February 23, 2021 as presented. Motion carried unanimously.
5. Planning and Operational Issues:
6. Planning and Operational Updates -
 - A. **Project Status Report/Project List**
 - **AMR** – All but roughly 30 of the new meters have been installed. There are about 60 meters with reads that aren't uploading regularly. Metron-Fariner is working on those meters this week to get them working properly. It is estimated that roughly \$60,000 worth of leaks can be prevented using the information pulled from these meters.
 - **Cucamonga Crosswalls Mitigation** – Weed abatement of the area will begin in June.
 - **Comprehensive System Master Plan and Asset Management Program** – WSG is currently working on both items.
 - **Reservoir 9 Pipeline** – Street paving will begin shortly.
 - **Frankish Tunnel Improvements** – The retention invoice has been received from the contractor. The project is complete.
 - **Glendale Road, Cliff Road, Primrose Lane, and Linda Lane Pipelines** – These small pipeline replacements are wrapping up. Final invoices are expected shortly.
 - **Well 19** – A Request for Proposals (RFP) is expected sometime later this year.
 - **Booster 17 – V-Screen** – A back-up generator has been purchased but is not expected to be received until June.
 - **Shaft 6** – A back-up generator has been purchased but is not expected to be received until June.
 - **Booster 19** – Staff purchased a generator which is expected later this year.
 - **American Water Infrastructure Act Risk and Resiliency Assessment** – Staff is meeting every two weeks with the consultant going over specific focus data.

Mr. Lee explained in further detail the now completed Frankish Tunnel Improvement project.

B. Abandonment of Surplus Property – Mr. Lee informed the Committee this item came about after Director Zuniga questioned whether SAWCo owned a certain parcel in Upland. SAWCo does own the parcel and building, however, the facility is no longer in use. The building housed a pump station for what is now an abandoned well. Mr. Lee would like to demolish the building and potentially offer it to the owners of the property it borders.

Mr. Lee also found that SAWCo owns a booster station located in a park on 15th Street that is no longer in service. He would like to demolish the equipment and, in exchange for permit fees, quitclaim the property to the City of Upland for park use.

Three quotes for each site are currently being sought. Mr. Lee asked that the Committee recommend the Board approve the cleanup and abandonment of these two surplus properties.

Director Zuniga questioned whether the park site could be used for a cell tower. Mr. Lee stated he would inquire with the company he is currently working with on a cell tower lease for another property to see if it is a viable location. There was concern about the social aspect of having a cell tower in a park located next to a school.

Director Elliott presided over the meeting from this point forward as he was no longer experiencing audio issues.

Director Elliott felt SAWCo should be a good neighbor and improve or remove any eyesores they own in the community. Director Thomas spoke about another facility in the San Antonio Heights with a hydro station that staff should look into the possibility of removing.

Director Parker inquired whether there would be a need for either property/facility in the future. Mr. Lee advised the facilities were once used to pump water from Well 18 northwards, however, with the construction of the 210-freeway water can no longer be pumped northwards from the well.

There was consensus on the Committee to recommend the Board approve the cleanup and abandonment of the surplus properties on San Antonio Blvd. and 15th Street as presented.

C. System Map for Directors – Mr. Lee received a request for a map of SAWCo facilities for newly elected Directors. Though there are several maps of the facilities, one map of all facilities did not exist. A copy will also be brought to the full Board. A tour of the facilities for Directors will be scheduled for later in the year, possibly June. A hardcopy of the system map will be provided at the time of the facilities tour.

7. Basin Issues and Updates

Mr. Lee explained the basins SAWCo is a part of and their function.

- ***San Antonio Canyon Watershed*** – Ms. Layton reported the draft Watershed Sanitary Survey is expected on May 15th. The next committee meeting is scheduled for May 19th. There is a possibility a Watershed Clean Up Day will take place this year. The 2020 clean up was cancelled due to the pandemic.
- ***Chino Basin*** – Mr. Lee stated there is no update on this item since the recent Board meeting.
- ***Six Basins*** – Ms. Layton advised there is nothing new to report since the update at the most recent Board meeting. The next meeting is scheduled for the following day. Water Utility Superintendent, Tommy Hudspeth, will attend as alternate.
- ***Cucamonga Basin*** – Ms. Layton reported the working group is meeting with consultants. The next basin management meeting will be held May 4th.
Director Thomas reiterated a workshop with the board members from all parties involved in the basin should take place. He suggested this take place sometime after a hydrologist is hired for the basin.

8. Closed session: None.

9. Committee's Comments and Future Agenda Items: Director Zuniga asked that the property with the hydro station be placed on the next agenda.

Adjournment: –The meeting adjourned at 3:33 p.m.

Assistant Secretary
Brian Lee



San Antonio Water Company, CA

Income Statement Group Summary

For Fiscal: 2021 Period Ending: 05/31/2021

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 4 - Income					
SubCategory: 40 - Shareholder Revenue					
1185 - Domestic Water Income (Base)	301,000.00	301,000.00	61.80	62,736.48	238,263.52
1215 - Domestic Water Income (Supplemental)	148,000.00	148,000.00	75.96	58,977.44	89,022.56
1220 - Domestic Water Income (Tier 3)	104,000.00	104,000.00	-2,902.36	89,471.57	14,528.43
1230 - Domestic Water Income (Readi/Chrg)	200,000.00	200,000.00	82.93	67,082.45	132,917.55
1235 - Domestic Water Availability Charge (WAC)	60,000.00	60,000.00	21.38	20,426.68	39,573.32
1245 - Municipal Water Income (Base)	3,100,000.00	3,100,000.00	273,416.44	1,044,324.99	2,055,675.01
1268 - Municipal Water Income (Readi/Chrg)	80,000.00	80,000.00	6,400.00	32,500.00	47,500.00
1274 - Misc Water Income (Base)	220,000.00	220,000.00	21,080.67	60,465.97	159,534.03
1275 - Misc Water Income (Supplemental)	126,000.00	126,000.00	1,232.72	2,403.48	123,596.52
1276 - Munnicipal Water Availability Charge (WAC)	477,000.00	477,000.00	39,738.00	198,690.00	278,310.00
1280 - Misc Water Income (Tier 3)	15,000.00	15,000.00	0.00	0.00	15,000.00
1288 - Misc Water Income (Readi/Chrg)	23,000.00	23,000.00	2,050.00	9,510.00	13,490.00
1290 - Misc Water Availability Charge (WAC)	24,000.00	24,000.00	1,922.00	9,610.00	14,390.00
1295 - Dormant Water Availability Charge (WAC)	54,000.00	54,000.00	0.00	17,380.34	36,619.66
1300 - Sale of Water/From Storage	0.00	0.00	0.00	180,000.00	-180,000.00
1400 - Stock Transfer	5,000.00	5,000.00	630.00	2,160.00	2,840.00
1410 - Late/Re-establishment Fee	4,000.00	4,000.00	0.00	205.00	3,795.00
1430 - Stock Certificate Storage and Handling Fee	0.00	0.00	0.00	80.00	-80.00
SubCategory: 40 - Shareholder Revenue Total:	4,941,000.00	4,941,000.00	343,809.54	1,856,024.40	3,084,975.60
SubCategory: 42 - Non-Shareholder Revenue					
1725 - Misc. Income	2,000.00	2,000.00	67.85	1,749.05	250.95
1750 - Service/Litigation Agreements	0.00	0.00	65.03	312.18	-312.18
1753 - Ground Lease Income	54,000.00	54,000.00	5,907.84	29,797.20	24,202.80
1755 - Interest Earned	90,000.00	90,000.00	24.03	10,121.70	79,878.30
1785 - Gain on Sale of Asset	344,000.00	344,000.00	0.00	0.00	344,000.00
SubCategory: 42 - Non-Shareholder Revenue Total:	490,000.00	490,000.00	6,064.75	41,980.13	448,019.87
Category: 4 - Income Total:	5,431,000.00	5,431,000.00	349,874.29	1,898,004.53	3,532,995.47
Category: 5 - O & M Expense					
SubCategory: 50 - Operating Facilities					
2175 - Facility Related Field Labor	225,000.00	225,000.00	20,736.22	91,940.30	133,059.70
2235 - Repairs to Facilities and Equipment	300,000.00	300,000.00	13,727.62	138,490.63	161,509.37
2265 - Power-Gas & Electric (utilities)	600,000.00	600,000.00	49,952.47	183,676.85	416,323.15
SubCategory: 50 - Operating Facilities Total:	1,125,000.00	1,125,000.00	84,416.31	414,107.78	710,892.22
SubCategory: 51 - Operating Activities					
2475 - Customer Service	85,000.00	85,000.00	8,126.24	38,968.94	46,031.06
2498 - Conservation	20,000.00	20,000.00	660.00	8,335.00	11,665.00
SubCategory: 51 - Operating Activities Total:	105,000.00	105,000.00	8,786.24	47,303.94	57,696.06
SubCategory: 52 - Other Operating Expense					
2205 - Non-Facility Related Labor	75,000.00	75,000.00	5,166.52	23,033.19	51,966.81
2210 - O & M - All Other	3,800.00	3,800.00	0.00	830.13	2,969.87
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	2,506.00	5,775.22	4,224.78
2565 - Depreciation/Amortization	903,000.00	903,000.00	77,951.54	389,870.67	513,129.33
2715 - Property Taxes	220,000.00	220,000.00	0.00	103,791.47	116,208.53
2805 - Water Resource Mgmt.	200,000.00	200,000.00	2,545.40	30,323.54	169,676.46
SubCategory: 52 - Other Operating Expense Total:	1,411,800.00	1,411,800.00	88,169.46	553,624.22	858,175.78
Category: 5 - O & M Expense Total:	2,641,800.00	2,641,800.00	181,372.01	1,015,035.94	1,626,764.06
Category: 6 - G & A Expense					
SubCategory: 60 - Personnel					
2115 - Administrative Services	290,000.00	290,000.00	23,223.71	119,295.10	170,704.90

Income Statement

For Fiscal: 2021 Period Ending: 05/31/2021

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2130 - Development/Water Svc. App.	1,000.00	1,000.00	0.00	0.00	1,000.00
2325 - Payroll Taxes	80,000.00	80,000.00	5,860.21	34,014.95	45,985.05
2355 - Worker's Compensation Insurance	15,000.00	15,000.00	2,306.00	2,851.00	12,149.00
2385 - Benefit Pay (Vac., sick, etc.)	185,000.00	185,000.00	7,292.02	67,840.99	117,159.01
2415 - Benefit Insurance (Pension,Life,Medical,Vision etc	250,000.00	250,000.00	20,125.28	103,519.15	146,480.85
2430 - Benefit Administrative Services	3,000.00	3,000.00	0.00	0.00	3,000.00
SubCategory: 60 - Personnel Total:	824,000.00	824,000.00	58,807.22	327,521.19	496,478.81
SubCategory: 61 - Other					
2445 - Office/IT Support	63,000.00	63,000.00	3,121.00	16,404.19	46,595.81
2505 - Directors Fees & Expense	34,000.00	34,000.00	2,750.00	15,500.00	18,500.00
2535 - Liability Insurance	30,000.00	30,000.00	0.00	35,510.00	-5,510.00
2595 - Communication	40,000.00	40,000.00	3,274.05	23,323.00	16,677.00
2625 - Dues & Publications	3,000.00	3,000.00	0.00	1,277.95	1,722.05
2655 - Outside Services	30,000.00	30,000.00	217.31	10,414.00	19,586.00
2745 - Income Tax Expense	14,000.00	14,000.00	0.00	11,856.00	2,144.00
2775 - Accounting	70,000.00	70,000.00	3,508.88	42,149.54	27,850.46
2776 - Legal	250,000.00	250,000.00	14,957.00	99,252.76	150,747.24
2790 - Human Resources Expense	45,000.00	45,000.00	3,475.56	18,090.01	26,909.99
2865 - All other	35,000.00	35,000.00	2,724.03	5,094.94	29,905.06
SubCategory: 61 - Other Total:	614,000.00	614,000.00	34,027.83	278,872.39	335,127.61
Category: 6 - G & A Expense Total:	1,438,000.00	1,438,000.00	92,835.05	606,393.58	831,606.42
Total Surplus (Deficit):	1,351,200.00	1,351,200.00	75,667.23	276,575.01	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - 10	1,351,200.00	1,351,200.00	75,667.23	276,575.01	1,074,624.99
Total Surplus (Deficit):	1,351,200.00	1,351,200.00	75,667.23	276,575.01	



San Antonio Water Company, CA

Balance Sheet

Account Summary

As Of 05/31/2021

Account	Name	Balance
Fund: 10 - 10		
Assets		
BalSubCategory: 10 - Cash		
10-00-00-10100-00000	Petty Cash	250.00
10-00-00-10201-00000	Checking Account-8431	1,328,352.33
10-00-00-10300-00000	Savings-Money Market	206,175.47
10-00-00-10400-00000	Savings-CD Accounts	20,000.00
10-00-00-10415-00000	D&O Checking Account	265,977.45
10-00-00-10438-00000	Depre/Obsolescene Res (LAIF)	4,138,442.36
	Total BalSubCategory 10 - Cash:	5,959,197.61
BalSubCategory: 11 - Accounts Receivable		
10-00-00-11100-00000	Accounts Receivable-Domestic	42,640.35
10-00-00-11200-00000	Accounts Receivable-Municipal	334,357.18
10-00-00-11250-00000	Accounts Receivable-Misc.	26,231.39
10-00-00-11260-00000	Accounts Receivable - Dormant	4,796.91
10-00-00-11275-00000	Contra Accounts Receivable - Unapplic	-19,769.75
10-00-00-11300-00000	Accounts Receivable-Other	215,429.00
10-00-00-11301-00000	Note Receivable	1,032,000.00
	Total BalSubCategory 11 - Accounts Receivable:	1,635,685.08
BalSubCategory: 12 - Inventory		
10-00-00-12100-00000	Inventories-Materials & Supply	93,467.05
	Total BalSubCategory 12 - Inventory:	93,467.05
BalSubCategory: 13 - Prepaid		
10-00-00-13100-00000	Prepaid Insurance	8,868.75
10-00-00-13105-00000	PREPAID POSTAGE	369.00
10-00-00-13200-00000	Prepaid State Franchise Tax	144.00
	Total BalSubCategory 13 - Prepaid:	9,381.75
BalSubCategory: 14 - Investments		
10-00-00-14150-00000	P.V.P.A. Investment	1.00
10-00-00-14151-00000	457B Plan Investment	39,581.75
	Total BalSubCategory 14 - Investments:	39,582.75
BalSubCategory: 15 - Property, Plant, & Equipment		
10-00-00-15100-00000	Land & Water Rights	920,161.26
10-00-00-15110-1507J	Work in Progress "Proj J"	72,466.00
10-00-00-15110-1602U	Work in Progress	1,026,403.62
10-00-00-15110-1901	Work In Progress	772,053.80
10-00-00-15110-2001	Work In Progress	1,068,575.79
10-00-00-15110-2002	Work In Progress	129,428.57
10-00-00-15110-2003	Work In Progress	640,440.69
10-00-00-15110-2004	Work In Progress	51,828.34
10-00-00-15110-2101	Work In Progress	54.21
10-00-00-15110-2104	Work In Progress	9,520.00
10-00-00-15150-00000	Buildings & Site Improvements	1,746,624.52
10-00-00-15200-00000	Wells-Shafts, Bldgs, & Equip	4,887,026.90
10-00-00-15250-00000	Boosters-Bldgs & Equip	2,448,690.30
10-00-00-15300-00000	Reservoirs	3,081,787.33
10-00-00-15350-00000	Tunnels, Forebay, & Ponds	1,587,111.19
10-00-00-15400-00000	Spreading Works-Cucamonga Wash	54,859.53
10-00-00-15410-00000	Spreading Works-SanAntonio Wsh	50,235.18
10-00-00-15450-00000	Pipelines	16,441,208.14
10-00-00-15500-00000	Autos & Equipment	513,205.56
10-00-00-15550-00000	Tools	106,751.11
10-00-00-15600-00000	Telemetry System	600,886.90

Balance Sheet

As Of 05/31/2021

Account	Name	Balance
10-00-00-15650-00000	Office Equipment	523,769.10
10-00-00-15990-00000	Accumulated Depreciation	-13,842,820.84
Total BalSubCategory 15 - Property, Plant, & Equipment:		22,890,267.20
BalSubCategory: 16 - Other Assets		
10-00-00-16100-00000	Documents & Studies	906,358.61
10-00-00-16100-1905	WIP- Master Plan and Asset Managemen	90,492.72
10-00-00-16100-2105	WIP-2020 URBAN WATER MANAGEME	285.51
10-00-00-16100-2106	WIP- WATER INFRASTRUCTURE ACT	13,447.15
10-00-00-16990-00000	Accumulated Amortization	-701,453.76
Total BalSubCategory 16 - Other Assets:		309,130.23
Total Assets:		30,936,711.67
		<u>30,936,711.67</u>
Liability		
BalSubCategory: 13 - Prepaid		
10-00-00-20650-00000	Deferred Revenue Deposit	22,416.00
Total BalSubCategory 13 - Prepaid:		22,416.00
BalSubCategory: 20 - Short-term less than 1 year		
10-00-00-20100-00000	Trade Accounts Payable	52,857.57
10-00-00-20115-00000	D&O Trade Accounts Payable	69,043.45
10-00-00-20600-00000	Water Hydrant Meter Deposit	850.00
10-00-GN-20820-00000	Accrued Vacation Payable	20,404.60
10-00-OP-20820-00000	Accrued Vacation Payable	24,818.57
Total BalSubCategory 20 - Short-term less than 1 year:		167,974.19
BalSubCategory: 21 - Long-term more than 1 year		
10-00-00-20152-00000	457B Deferred Comp Liability	39,581.75
10-00-00-21500-00000	Unclaimed Credits	614,939.12
10-00-00-22100-00000	Deferred Gain	1,029,178.33
Total BalSubCategory 21 - Long-term more than 1 year:		1,683,699.20
Total Liability:		1,874,089.39
Equity		
BalSubCategory: 30 - Stockholder equity		
10-00-00-30200-00000	Contributed Capital - Ext. Fee	447,258.02
10-00-00-30210-00000	Contr. Property, Plant & Equip	2,432,256.77
10-00-00-30300-00000	Capital Account	1,500,000.00
10-00-00-30310-00000	Unissued Capital Stock	-861,100.00
10-00-00-30400-00000	Retained Earngs-Brd Designated	5,436,069.53
10-00-00-30410-00000	Retained Earnings-Unrestricted	19,831,562.95
Total BalSubCategory 30 - Stockholder equity:		28,786,047.27
Total Beginning Equity:		28,786,047.27
Total Revenue		1,898,004.53
Total Expense		1,621,429.52
Revenues Over/Under Expenses		276,575.01
Total Equity and Current Surplus (Deficit):		29,062,622.28
Total Liabilities, Equity and Current Surplus (Deficit):		<u>30,936,711.67</u>

Monthly Investment Activity Summary - Compiled from Banking Statements for Correlation with Monthly Financials

Institution	Type of Investment	Date of Maturity	Rate of Interest	Account Balance as of 5/31/2021	Reserves		
					Operating	Depreciation & Obsolescence	Modernization
Citizens Business Bank (CBB)	*Checking	N/A	No Interest	1,328,352.33	1,328,352.33		
Citizens Business Bank (CBB)	*D&O Checking	N/A	No Interest	265,977.45		\$ 265,977.45	
Citizens Business Bank	Pref. Money Mrkt	N/A	0.10%	206,175.47	\$ 206,175.47		
Local Agency Investment Fund	LAIF	N/A	0.315%	4,138,442.36	\$ -	\$ 3,426,083.36	\$ 712,359.00
Golden State Business Bank	12 Month C.D.	October 15, 2021	0.50%	20,000.00	\$ 20,000.00		
			TOTAL:	\$ 5,958,947.61	\$ 1,554,527.80	\$ 3,692,060.81	\$ 712,359.00

2021 Production

Item 4F

CHINO BASIN	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Yearly Production Rights = 1232	48.22%	48.22%	48.22%	48.27%	48.27%	54.91%	-	-	-	-	-	-	-
Well #12 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #15 - Domestic	0.26	-	-	0.21	-	-	-	-	-	-	-	-	0.47
Well #16 - Domestic	0.38	-	-	0.35	-	81.84	-	-	-	-	-	-	82.57
Well#18 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	0.63	-	-	0.57	-	81.84	-	-	-	-	-	-	83.04
CUCAMONGA BASIN	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Yearly Production Rights = 5938 (1438 10-yr Average Spread)	6.36%	10.93%	16.24%	26.51%	39.28%	52.24%	65.15%	78.06%	90.98%	103.89%	116.80%	129.72%	-
Well #2	116.28	106.84	119.05	110.77	111.87	107.97	-	-	-	-	-	-	672.79
Well #3	0.36	-	-	0.30	-	-	-	-	-	-	-	-	0.66
Well#19 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #22	9.59	12.37	14.41	33.01	44.77	58.63	-	-	-	-	-	-	172.79
Well #24	82.97	-	-	291.70	362.60	350.43	-	-	-	-	-	-	1,087.69
Well #31	1.60	-	-	0.44	6.56	15.09	-	-	-	-	-	-	23.69
Well #32 - Domestic	-	-	-	-	-	11.49	-	-	-	-	-	-	11.49
Upl. # 15 (SAWCo's Rts)	166.97	152.06	181.80	173.52	232.59	225.78	-	-	-	-	-	-	1,132.72
Subtotal	377.76	271.27	315.27	609.74	758.39	769.40	-	-	-	-	-	-	3,101.83
Upl. # 15 (WECWCo's Rts) Memo Only	-	-	-	-	-	-	-	-	-	-	-	-	-
SIX BASINS	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Yearly Production Rights = 932	9.99%	19.26%	29.56%	39.46%	49.43%	58.54%	69.03%	78.58%	88.70%	98.46%	108.57%	118.02%	-
Well #25-A	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #26	43.34	39.01	42.64	39.52	41.51	39.11	-	-	-	-	-	-	245.13
Well 27-A	49.74	47.43	53.37	52.72	51.47	45.80	-	-	-	-	-	-	300.53
Subtotal	93.09	86.44	96.01	92.24	92.98	84.91	-	-	-	-	-	-	545.66
TOTAL PUMPED	471.48	357.71	411.27	702.54	851.37	936.15	-	-	-	-	-	-	3,730.52
GRAVITY FLOW	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
V screen	185.92	206.08	236.83	190.51	158.15	110.86	-	-	-	-	-	-	1,088.36
backwash from city treatment plant	0.47	0.44	0.57	0.49	0.47	0.70	-	-	-	-	-	-	3.13
San Antonio Tunnel (forebay)	217.65	172.74	169.73	169.47	181.36	166.10	-	-	-	-	-	-	1,077.04
Frankish & Stamm Tunnel 8"	-	-	-	0.01	-	-	-	-	-	-	-	-	0.01
San Ant. Tunnel Connect to City	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL GRAVITY	404.04	379.26	407.13	360.48	339.99	277.66	-	-	-	-	-	-	2,168.54
Monthly													
San Antonio Tunnel	217.65	172.74	169.73	169.47	181.36	166.10	-	-	-	-	-	-	1,077.04
V Screen, Frankish & Stamm Tunnel and TP Backwash	186.39	206.51	237.40	191.01	158.63	111.56	-	-	-	-	-	-	1,091.50
Gravity Production	404.04	379.26	407.13	360.48	339.99	277.66	-	-	-	-	-	-	2,168.54
Cumulative													
San Antonio Tunnel	217.65	390.39	560.12	729.59	910.95	1,077.04	-	-	-	-	-	-	1,077.04
V Screen, Frankish & Stamm Tunnel and TP Backwash	186.39	392.91	630.31	821.31	979.94	1,091.50	-	-	-	-	-	-	1,091.50
Gravity Production	404.04	783.30	1,190.43	1,550.90	1,890.89	2,168.54	-	-	-	-	-	-	-
Purchased Water - Upl. City to Dom. Sys.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Production	875.52	736.96	818.40	1,063.02	1,191.35	1,213.81	-	-	-	-	-	-	5,899.06
Total Cumulative Production	875.52	1,612.49	2,430.89	3,493.91	4,685.26	5,899.06	-	-	-	-	-	-	-
Domestic Production	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Domestic Production	218.28	172.74	169.73	170.03	181.36	259.43	-	-	-	-	-	-	1,171.57
Irrigation Production	657.24	564.22	648.67	892.99	1,009.99	954.38	-	-	-	-	-	-	4,727.49
RainFall (Inches)	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
RainFall (Inches)	3.31	0.03	1.52	0.88	0.45	0.01	-	-	-	-	-	-	-
Cumulative (Inches)	3.31	3.34	4.86	5.74	6.19	6.20	-	-	-	-	-	-	-

2021 Consumption

DOMESTIC	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Dom. Sys. - Base	61.06	32.19	65.32	53.12	142.97	35.73	-	-	-	-	-	-	390.39
Dom. Sys. - Supplemental	10.29	23.50	9.82	32.58	12.78	51.12	-	-	-	-	-	-	140.09
Dom Sys - Tier 3	4.81	20.39	4.48	29.01	8.13	32.52	-	-	-	-	-	-	99.34
Dom. Sys. - Del. to Upland(24th/Campus)	33.91	28.44	31.25	35.94	22.70	6.20	-	-	-	-	-	-	158.45
Dom. Sys. -Del. To Upland (Well 16/15)	-	-	-	0.35	-	81.84	-	-	-	-	-	-	82.19
Dom. Sys. - Del. to Upland(24th/Mtn)-installed 4/2/19	-	-	-	-	-	-	-	-	-	-	-	-	-
Tunnel meter to the Upland	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	110.07	104.52	110.87	151.00	186.58	207.41	-	-	-	-	-	-	870.46

Truck Loads - note only crosswall projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Well 32 Hydrant Mtr. - note only(started 8/6/18)Crosswalls	-	-	-	-	-	-	-	-	-	-	-	-	-

Irr. Note only Del. to MVWD(wheeled through Upland)	35.64	-	-	-	-	-	-	-	-	-	-	-	35.64
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IRRIGATION	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Irrig. Sys.-Upland(Pump & Rec'd) (City W#15)	166.97	152.06	181.80	173.52	232.59	225.78	-	-	-	-	-	-	1,132.72
Irrig. Sys. - Upl. City - Tier 1	297.99	268.16	296.42	535.74	596.17	529.96	-	-	-	-	-	-	2,524.44
Irrig. Sys. - Upl. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Monte Vista - Tier 1	85.54	46.00	49.90	47.40	37.90	45.00	-	-	-	-	-	-	311.74
Irrig. Sys. - Monte Vista - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Ont. City - Tier 1	44.20	40.70	44.30	42.00	33.70	39.90	-	-	-	-	-	-	244.80
Irrig. Sys. - Ont. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Holiday Rock Co - Tier 1	14.52	14.52	14.29	18.22	21.60	21.88	-	-	-	-	-	-	105.04
Irrig. Sys. - Holiday Rock Co - Tier 2	0.85	0.43	-	-	-	-	-	-	-	-	-	-	1.28
Irrig. Sys. - Holiday Rock Co - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hill Golf Course - Tier 1	8.86	11.88	13.85	30.66	37.72	46.37	-	-	-	-	-	-	149.34
Irrig. Sys. - Red Hill Golf Course - Tier 2	-	-	-	0.75	5.11	9.82	-	-	-	-	-	-	15.67
Irrig. Sys. - Red Hill Golf Course - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 1	0.06	0.05	0.05	1.41	1.37	1.88	-	-	-	-	-	-	4.81
Irrig. Sys. - Red Hills HOA - Tier 2	-	-	-	0.11	-	-	-	-	-	-	-	-	0.11
Irrig. Sys. - Red Hills HOA - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor Irrigators - Tier 1	0.49	1.67	0.38	1.30	5.37	5.16	-	-	-	-	-	-	14.38
Irrig. Sys. - Minor Irrigators - Tier 2	-	-	-	0.12	1.58	1.57	-	-	-	-	-	-	3.27
Irrig. Sys. - Minor irrigators - Tier 3	-	-	-	-	-	0.03	-	-	-	-	-	-	0.03
TOTAL	619.49	535.47	600.98	851.22	973.10	927.35	-	-	-	-	-	-	4,507.62

COMPANY TOTALS	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
San Antonio Heights	76.16	76.08	79.62	114.71	163.88	119.37	-	-	-	-	-	-	629.82
City of Upland	498.87	448.65	509.48	745.55	851.46	843.79	-	-	-	-	-	-	3,897.79
Monte Vista Water District	85.54	46.00	49.90	47.40	37.90	45.00	-	-	-	-	-	-	311.74
City of Ontario	44.20	40.70	44.30	42.00	33.70	39.90	-	-	-	-	-	-	244.80
Cucamonga Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Rock Company	15.38	14.95	14.29	18.22	21.60	21.88	-	-	-	-	-	-	106.32
Red Hills Golf Course	8.86	11.88	13.85	31.41	42.83	56.19	-	-	-	-	-	-	165.02
Red Hill HOA	0.06	0.05	0.05	1.51	1.37	1.88	-	-	-	-	-	-	4.92
Minor Irrigators	0.49	1.67	0.38	1.42	6.95	6.76	-	-	-	-	-	-	17.67
TOTAL	729.57	639.99	711.86	1,002.22	1,159.68	1,134.76	-	-	-	-	-	-	5,378.07

IRRIGATORS	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Irrigator Emberton	0.03	0.05	0.04	0.58	0.47	1.41	-	-	-	-	-	-	2.59
Irrigator McMurray	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigator Mistretta	-	-	-	-	0.65	0.65	-	-	-	-	-	-	1.29
Irrigator Nisbit	-	-	-	-	1.12	-	-	-	-	-	-	-	1.12
Irrigator Scheu	-	0.75	-	-	4.00	4.00	-	-	-	-	-	-	8.75
Irrigator Pfister	0.46	0.87	0.34	0.84	0.72	0.70	-	-	-	-	-	-	3.92

2021 Spread and Storage

Item 4F

Cucamonga Basin	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
23rd St. (Meter) - Basin 6 - A	50.37	2.54	0.04	0.01	5.78	0.05	-	-	-	-	-	-	58.80
15th Street Basin	-	-	-	-	-	0.06	-	-	-	-	-	-	0.06
Basin 3 meter (23rd street Clock)	60.00	69.10	83.48	51.39	41.12	21.70	-	-	-	-	-	-	326.78
Frankish & Stamm Tunnel to Basin 3	-	-	-	0.01	-	-	-	-	-	-	-	-	0.01
Vscreen via Frankish & Stamm Meter to Basin 3	-	-	-	-	-	-	-	-	-	-	-	-	-
PRV Station (res 1)(basin 6)	0.32	-	-	-	-	-	-	-	-	-	-	-	0.32
Monthly Spread	110.69	71.64	83.53	51.41	46.90	21.80	-	-	-	-	-	-	385.96
Cumulative Spread	110.69	182.33	265.86	317.27	364.16	385.96	-	-	-	-	-	-	

Six Basins	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Monthly Spread	33.29	17.80	17.24	9.08	10.63	14.00	-	-	-	-	-	-	102.04
Cumulative Spread	33.29	51.09	68.33	77.41	88.04	102.04	-	-	-	-	-	-	

Note: City of Upland Well Exercising may contribute to spread

Note: Maximum end of year storage limit: 2,000 AF

Previous Storage	1,953.00	1,970.87	1,979.90	1,978.80	1,973.31	1,968.62	-	-	-	-	-	-	-
Spread	33.29	17.80	17.24	9.08	10.63	14.00	-	-	-	-	-	-	-
Unused Monthly OSY	(15.42)	(8.77)	(18.34)	(14.57)	(15.31)	(7.24)	-	-	-	-	-	-	-
Current Storage Estimate	1,971	1,980	1,979	1,973	1,969	1,975	-	-	-	-	-	-	-

932 yearly OSY = 77.67 monthly OSY

Chino Basin	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Monthly Spread	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative Spread	-	-	-	-	-	-	-	-	-	-	-	-	-

Local Supplemental Account (Spreading)*	3,923.25	3,923.25	3,923.25	3,923.25	3,923.25	3,923.25	-	-	-	-	-	-	-
Carry Over Account	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	-	-	-	-	-	-	-
Excess Carry Over Account*	1,433.40	1,535.44	1,638.10	1,740.77	1,842.87	1,945.54	-	-	-	-	-	-	-
Preemptive Replenishment Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Storage	6,588.65	6,690.69	6,793.35	6,896.02	6,998.12	7,100.79	-	-	-	-	-	-	-
Spread	-	-	-	-	-	-	-	-	-	-	-	-	-
Unused Monthly OSY	102.04	102.67	102.67	102.10	102.67	20.83	-	-	-	-	-	-	-
Current Storage Estimate*	6,691	6,793	6,896	6,998	7,101	7,122	-	-	-	-	-	-	-

1,232 yearly OSY = 102.67 monthly OSY

* Does not include yearly storage losses calc of 0.07%

Company Wide	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Monthly Spread	143.98	89.44	100.77	60.49	57.52	35.80	-	-	-	-	-	-	488.00
Cumulative Spread	143.98	233.42	334.18	394.68	452.20	488.00	-	-	-	-	-	-	
Total Current Storage Estimate	8,662	8,773	8,875	8,971	9,069	9,097	-	-	-	-	-	-	

Meter to spread ponds (NOTE ONLY)	97.77	51.50	-	8,209.55	89.72	92.93	-	-	-	-	-	-	8,541.48
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2021 GW Production Rights

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Cucamonga Basin Production

Yearly Production Rights = 5938 (4,500AF + 1438AF 10-yr Average Spread)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Production	377.76	271.27	315.27	609.74	758.39	769.40	-	-	-	-	-	-	-
Cumulative Production	377.76	649.03	964.30	1,574.04	2,332.43	3,101.83	-	-	-	-	-	-	3,101.83
Cumulative Production Rights	494.85	989.69	1,484.54	1,979.39	2,474.23	2,969.08	-	-	-	-	-	-	5,938
% of Production Rights*	6.36%	10.93%	16.24%	26.51%	39.28%	52.24%	65.15%	78.06%	90.98%	103.89%	116.80%	129.72%	52.2%

Six Basins Production

Yearly Production Rights = 932AF

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Production	93.09	86.44	96.01	92.24	92.98	84.91	-	-	-	-	-	-	-
Cumulative Production	93.09	179.53	275.53	367.77	460.75	545.66	-	-	-	-	-	-	545.66
Cumulative Production Rights	77.68	155.35	233.03	310.70	388.38	466.05	-	-	-	-	-	-	932
% of Production Rights*	9.99%	19.26%	29.56%	39.46%	49.43%	58.54%	69.03%	78.58%	88.70%	98.46%	108.57%	118.02%	58.5%

Chino Basin Production

Note: Chino Basin production rights are calculated from July through June.

Yearly Production Rights = 1232AF

	Dec-19	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Production		0.63	-	-	0.57	-	81.84	-	-	-	-	-	-	83.04
Cumulative Production for 2020		0.63	0.63	0.63	1.20	1.20	83.04	-	-	-	-	-	-	
Water Year 20-21														
Cumulative Production	593.50	594.13	594.13	594.13	594.70	594.70	676.54							676.54
Cumulative Rights	616.00	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00							1,232.00
% of Production Rights 19-20*		48.22%	48.22%	48.22%	48.27%	48.27%	54.91%							
Water Year 21-22														
Cumulative Production								-	-	-	-	-	-	-
Cumulative Rights								102.67	205.33	308.00	410.67	513.33	616.00	1,232.00
% of Production Rights 20-21*								-	-	-	-	-	-	-

* - Out months are Exponential Smoothing (ETS) forecasts based on basin production to date

2021 Production v Consumption

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Consumption versus Entitlement, Company Wide **Active Shares**

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	729.57	639.99	711.86	1,002.22	1,159.68	1,134.76	-	-	-	-	-	-	-
Cumulative Consumption	729.57	1,369.55	2,081.41	3,083.63	4,243.31	5,378.07	-	-	-	-	-	-	5,378.07
<i>Cumulative Entitlement (straight line)</i>	<i>1,047.68</i>	<i>2,095.37</i>	<i>3,143.05</i>	<i>4,190.73</i>	<i>5,238.41</i>	<i>6,286.10</i>	-	-	-	-	-	-	12,572
% of Entitlement*	5.80%	10.89%	16.56%	24.53%	33.75%	42.78%	51.81%	60.85%	69.88%	78.91%	87.95%	96.98%	42.8%

Consumption versus Entitlement, Company Wide **Total Shares**

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	729.57	639.99	711.86	1,002.22	1,159.68	1,134.76	-	-	-	-	-	-	-
Cumulative Consumption	729.57	1,369.55	2,081.41	3,083.63	4,243.31	5,378.07	-	-	-	-	-	-	5,378.07
<i>Cumulative Entitlement (straight line)</i>	<i>1,083.33</i>	<i>2,166.67</i>	<i>3,250.00</i>	<i>4,333.33</i>	<i>5,416.67</i>	<i>6,500.00</i>	-	-	-	-	-	-	13,000
% of Entitlement*	5.61%	10.54%	16.01%	23.72%	32.64%	41.37%	50.11%	58.84%	67.58%	76.32%	85.05%	93.79%	41.4%

Production versus Consumption, Company Wide

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Production	875.52	736.96	818.40	1,063.02	1,191.35	1,213.81	-	-	-	-	-	-	5,899.06
Consumption	729.57	639.99	711.86	1,002.22	1,159.68	1,134.76	-	-	-	-	-	-	5,378.07
Spread	143.98	89.44	100.77	60.49	57.52	35.80	-	-	-	-	-	-	488.00
Total Consumption	873.55	729.42	812.62	1,062.71	1,217.20	1,170.57	-	-	-	-	-	-	5,866.07
Difference	1.98	7.54	5.78	0.30	(25.85)	43.24	-	-	-	-	-	-	32.99
% of Production	0.2%	1.0%	0.7%	0.0%	-2.2%	3.6%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.6%

Production versus Consumption, Domestic System

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Production	218.28	172.74	169.73	170.03	181.36	259.43	-	-	-	-	-	-	1,171.57
Consumption	110.07	104.52	110.87	151.00	186.58	207.41	-	-	-	-	-	-	870.46
Monthly Difference	108.21	68.23	58.86	19.03	(5.22)	52.02	-	-	-	-	-	-	301.12
% difference	98.30%	65.28%	53.08%	12.60%	-2.80%	25.08%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	34.6%

Production versus Consumption, Irrigation System

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Production	657.24	564.22	648.67	892.99	1,009.99	954.38	-	-	-	-	-	-	4,727.49
Addition from Domestic	108.21	68.23	58.86	19.03	(5.22)	52.02	-	-	-	-	-	-	301.12
Total Production	765.45	632.45	707.53	912.02	1,004.77	1,006.40	-	-	-	-	-	-	5,028.61
Consumption	763.47	624.91	701.75	911.71	1,030.62	963.15	-	-	-	-	-	-	4,995.62
Monthly Difference	1.98	7.54	5.78	0.30	(25.85)	43.24	-	-	-	-	-	-	32.99
% difference	0.26%	1.21%	0.82%	0.03%	-2.51%	4.49%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.7%

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

2021 Consumption Analysis

Item 4F

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

COMPANY TOTALS

Active Shares

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	729.57	639.99	711.86	1,002.22	1,159.68	1,134.76	-	-	-	-	-	-	
Cumulative Consumption	729.57	1,369.55	2,081.41	3,083.63	4,243.31	5,378.07	-	-	-	-	-	-	5,378.07
Cumulative Entitlement	984.12	1,968.25	2,968.97	3,984.49	5,033.15	6,122.41	-	-	-	-	-	-	12,572.19
% of Yearly Entitlement*	5.80%	10.89%	16.56%	24.53%	33.75%	42.78%	51.81%	60.85%	69.88%	78.91%	87.95%	96.98%	42.78%

Shares 6,179

COMPANY TOTALS

All Shares

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	729.57	639.99	711.86	1,002.22	1,159.68	1,134.76	-	-	-	-	-	-	
Cumulative Consumption	729.57	1,369.55	2,081.41	3,083.63	4,243.31	5,378.07	-	-	-	-	-	-	5,378.07
Cumulative Entitlement	1,083.33	2,166.67	3,250.00	4,333.33	5,416.67	6,500.00	-	-	-	-	-	-	13,000.00
% of Yearly Entitlement*	5.61%	10.54%	16.01%	23.72%	32.64%	41.37%	50.11%	58.84%	67.58%	76.32%	85.05%	93.79%	41.37%

Shares 6,389

San Antonio Heights

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	76.16	76.08	79.62	114.71	163.88	119.37	-	-	-	-	-	-	
Cumulative Consumption	76.16	152.24	231.86	346.57	510.45	629.82	-	-	-	-	-	-	629.82
Cumulative Entitlement	68.48	136.95	215.53	303.12	410.89	543.36	-	-	-	-	-	-	1,268.66
% of Yearly Entitlement*	6.00%	12.00%	18.28%	27.32%	40.24%	49.64%	58.79%	67.90%	77.13%	86.39%	95.67%	104.96%	49.64%

Shares 624

City of Upland

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	498.87	448.65	509.48	745.55	851.46	843.79	-	-	-	-	-	-	
Cumulative Consumption	498.87	947.52	1,457.00	2,202.55	3,054.01	3,897.79	-	-	-	-	-	-	3,897.79
Cumulative Entitlement	765.53	1,531.06	2,296.59	3,062.13	3,827.66	4,593.19	-	-	-	-	-	-	9,186.38
% of Yearly Entitlement*	5.43%	10.31%	15.86%	23.98%	33.24%	42.43%	51.61%	60.79%	69.98%	79.16%	88.34%	97.52%	42.43%

Shares 4,514.75

Monte Vista Water District

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	85.54	46.00	49.90	47.40	37.90	45.00	-	-	-	-	-	-	
Cumulative Consumption	85.54	131.54	181.44	228.84	266.74	311.74	-	-	-	-	-	-	311.74
Cumulative Entitlement	56.04	112.08	168.12	224.16	280.20	336.24	-	-	-	-	-	-	672.48
% of Yearly Entitlement*	12.72%	19.56%	26.98%	34.03%	39.66%	46.36%	53.06%	59.75%	66.42%	73.08%	79.74%	86.40%	46.36%

Shares 331

City of Ontario

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR
Consumption	44.20	40.70	44.30	42.00	33.70	39.90	-	-	-	-	-	-	
Cumulative Consumption	44.20	84.90	129.20	171.20	204.90	244.80	-	-	-	-	-	-	244.80
Cumulative Entitlement	50.06	100.13	150.19	200.25	250.32	300.38	-	-	-	-	-	-	600.76
% of Yearly Entitlement*	7.36%	14.13%	21.51%	28.50%	34.11%	40.75%	47.41%	54.05%	60.67%	67.29%	73.90%	80.51%	40.75%

Shares 295

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

2021 Consumption Analysis

Item 4F

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Cucamonga Valley Water District

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR	Shares	
Consumption	-	-	-	-	-	-	-	-	-	-	-	-			4
Cumulative Consumption	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cumulative Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	8.14		
% of Yearly Entitlement*															

Holiday Rock Company

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR	Shares	
Consumption	15.38	14.95	14.29	18.22	21.60	21.88	-	-	-	-	-	-			132
Cumulative Consumption	15.38	30.33	44.61	62.83	84.43	106.32	-	-	-	-	-	-	106.32		
Cumulative Entitlement	14.52	29.05	45.72	64.29	87.15	115.25	-	-	-	-	-	-	269.10		
% of Yearly Entitlement*	5.71%	11.27%	16.58%	23.35%	31.38%	39.51%	46.40%	53.42%	60.44%	67.46%	74.48%	81.50%	39.51%		

Red Hills Golf Course

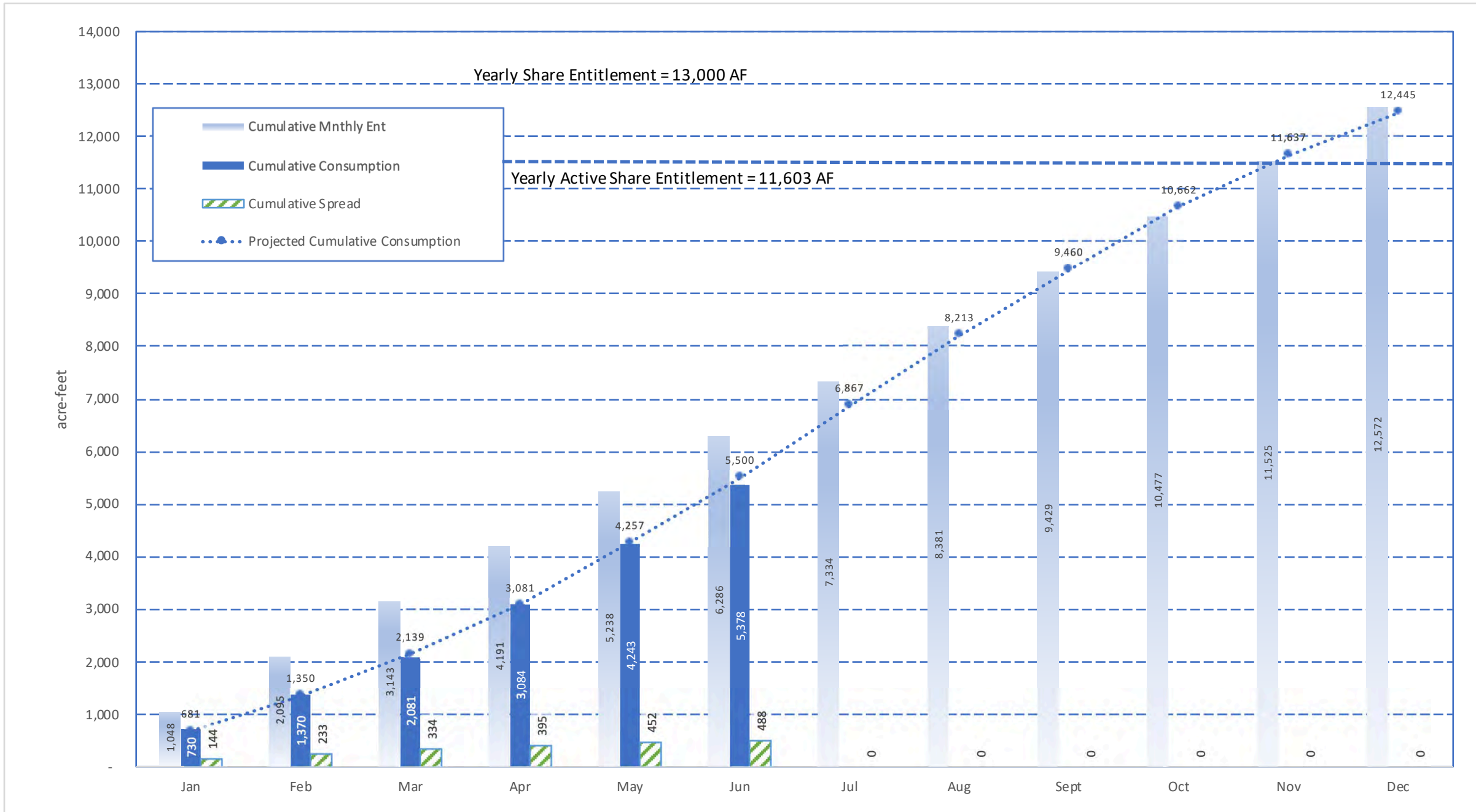
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR	Shares	
Consumption	8.86	11.88	13.85	31.41	42.83	56.19	-	-	-	-	-	-			218
Cumulative Consumption	8.86	20.74	34.59	66.00	108.83	165.02	-	-	-	-	-	-	165.02		
Cumulative Entitlement	23.97	47.94	75.45	106.10	143.83	190.20	-	-	-	-	-	-	444.08		
% of Yearly Entitlement*	2.00%	4.67%	7.79%	14.86%	24.51%	37.16%	43.97%	51.39%	58.91%	66.47%	74.04%	81.61%	37.16%		

Minor Irrigators

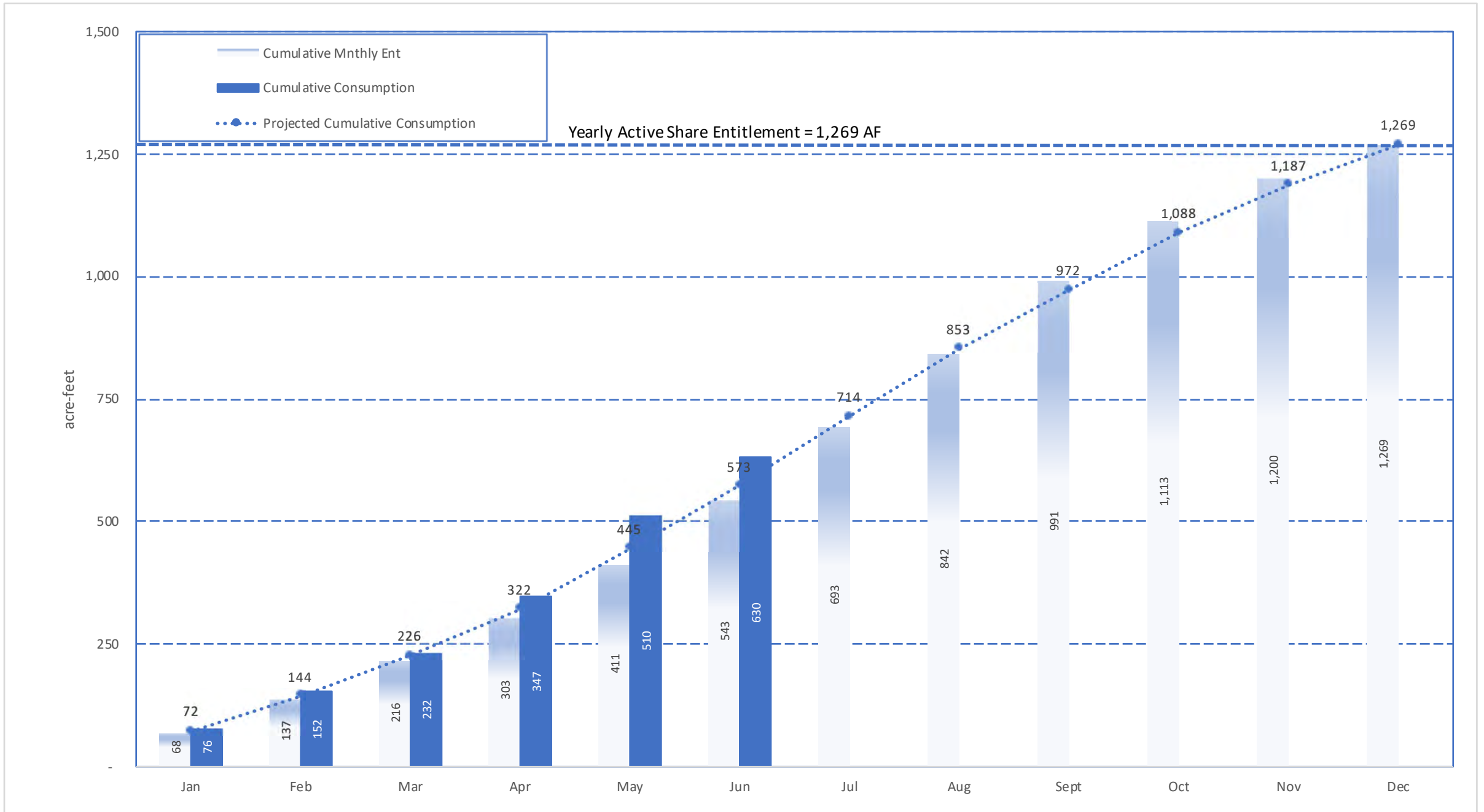
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	THIS YEAR	Shares	
Consumption	0.49	1.67	0.38	1.42	6.95	6.76	-	-	-	-	-	-			50
Cumulative Consumption	0.49	2.17	2.54	3.97	10.91	17.67	-	-	-	-	-	-	17.67		
Cumulative Entitlement	5.52	11.04	17.37	24.43	33.11	43.79	-	-	-	-	-	-	102.25		
% of Yearly Entitlement*	0.48%	2.12%	2.49%	3.88%	10.67%	17.28%	20.34%	23.86%	27.51%	31.22%	34.96%	38.63%	17.28%		

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

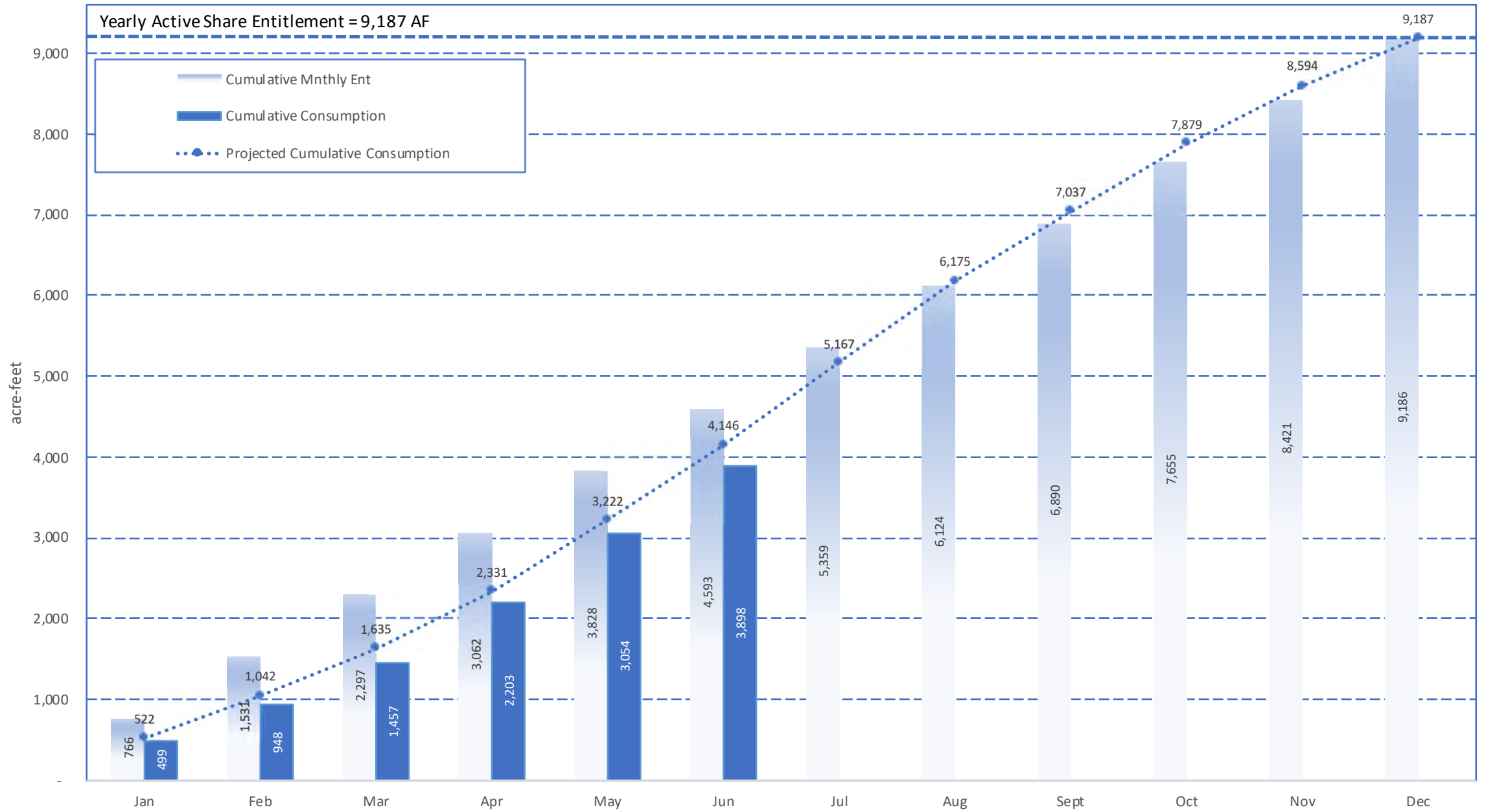
2021 Consumption Chart



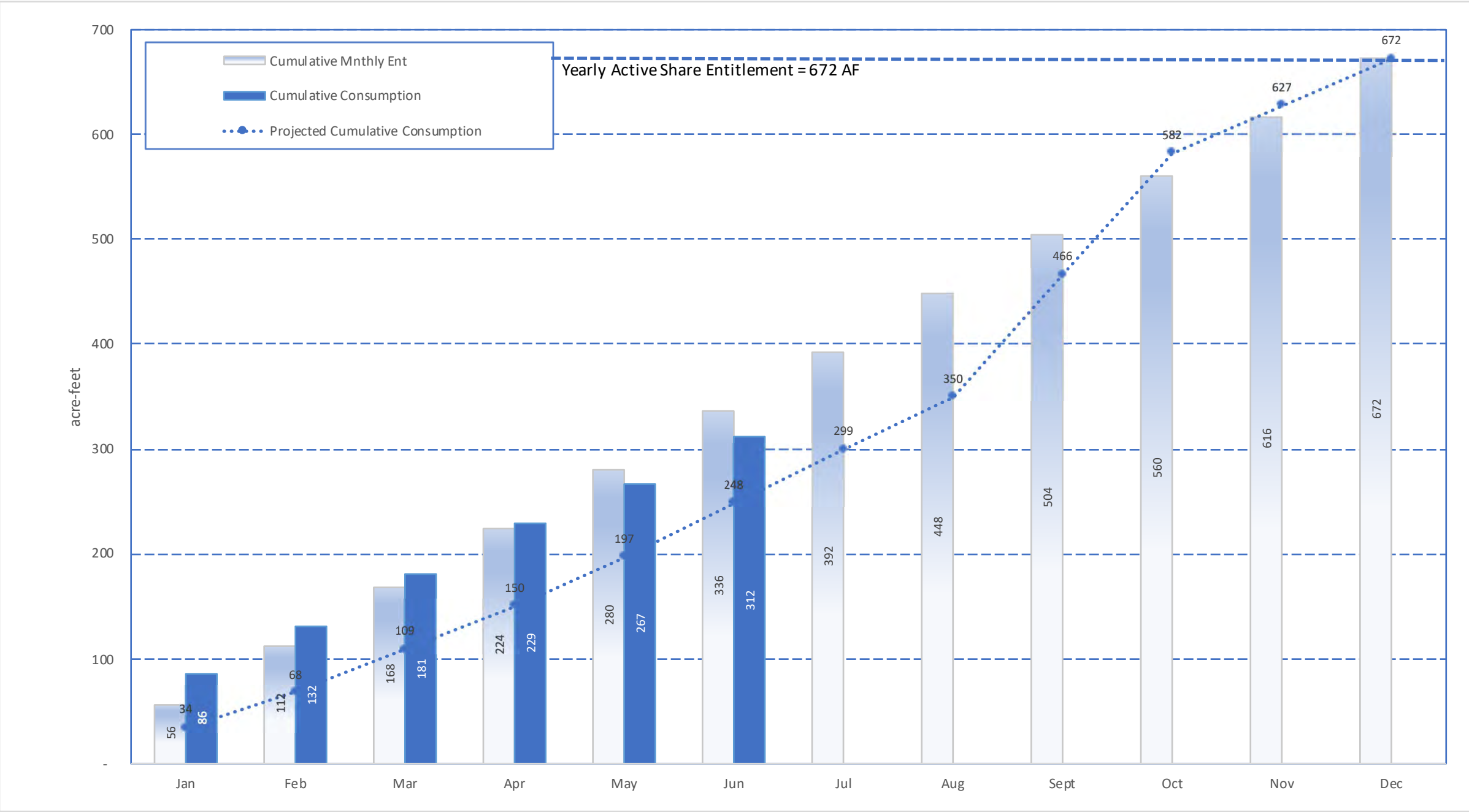
2021 Domestic Consumption



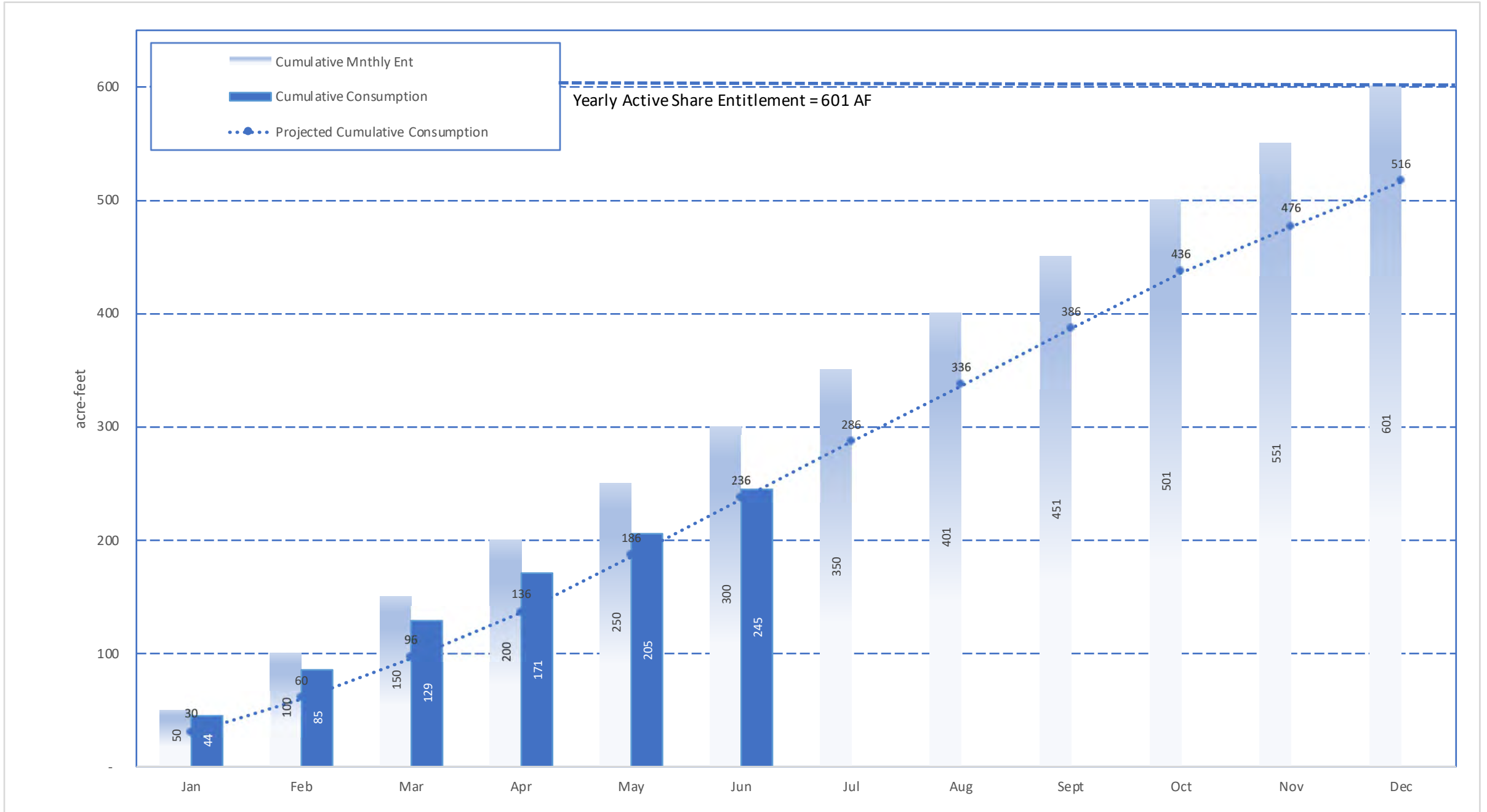
2021 Upland Consumption



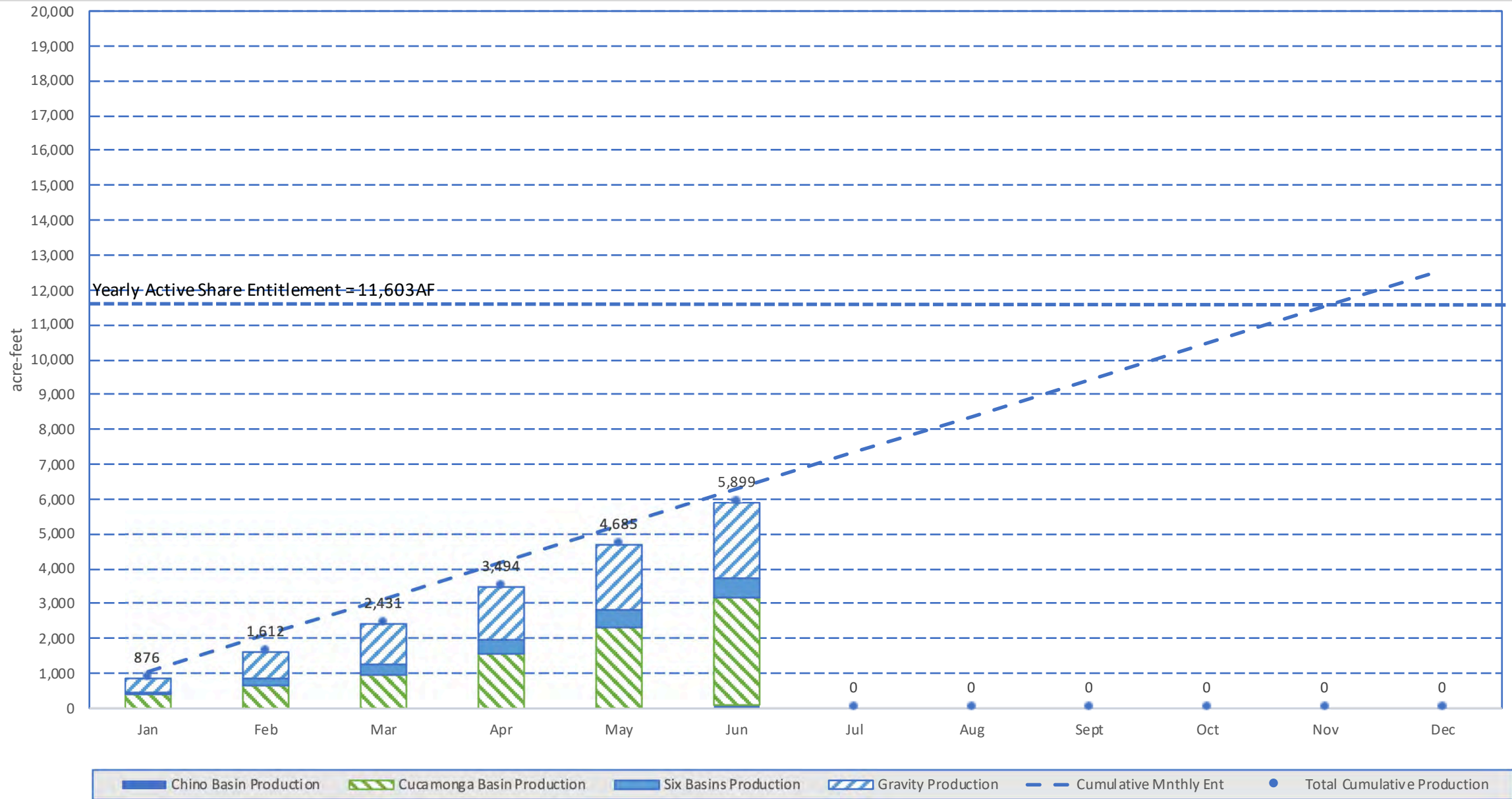
2021 Monte Vista Consumption



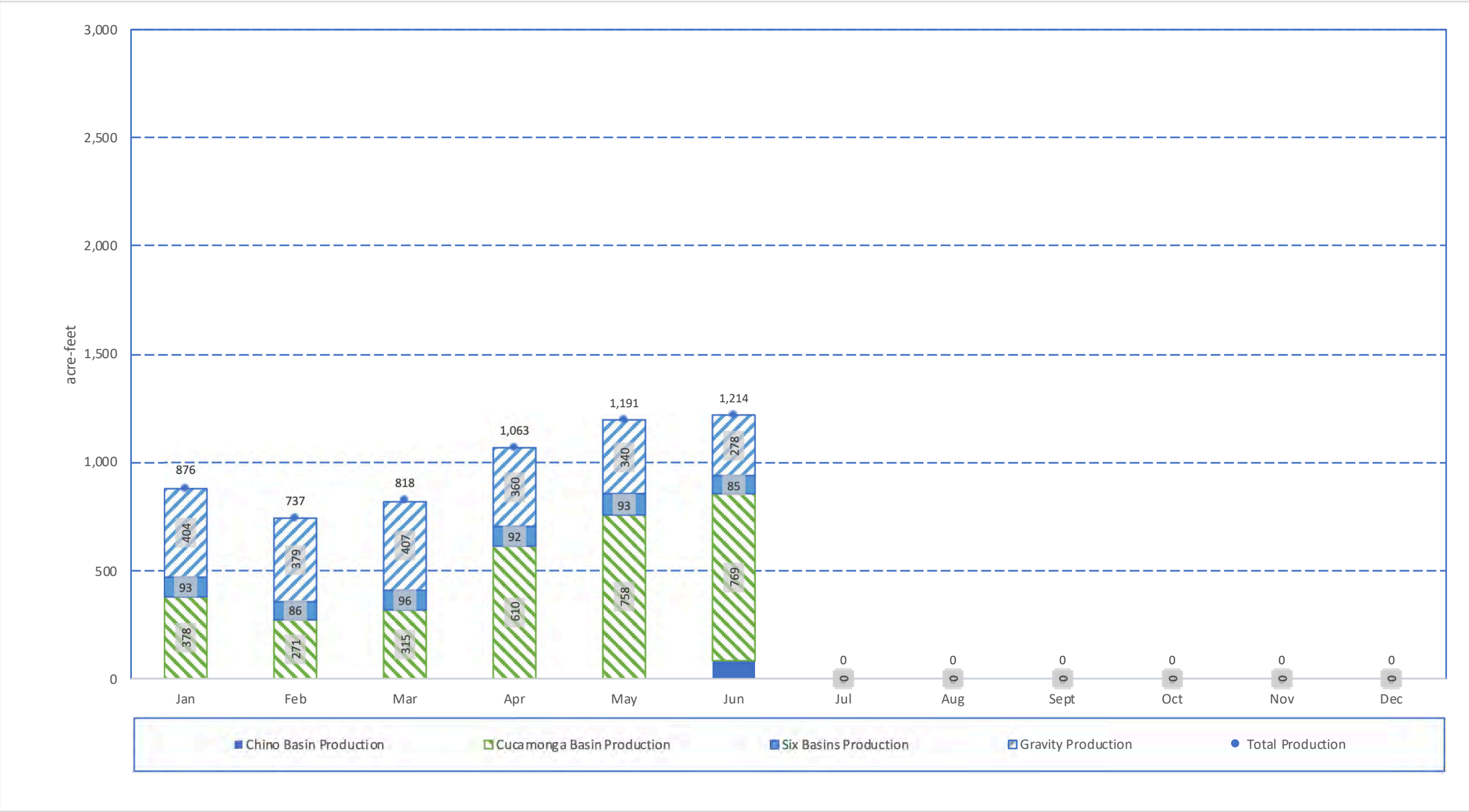
2021 Ontario Consumption



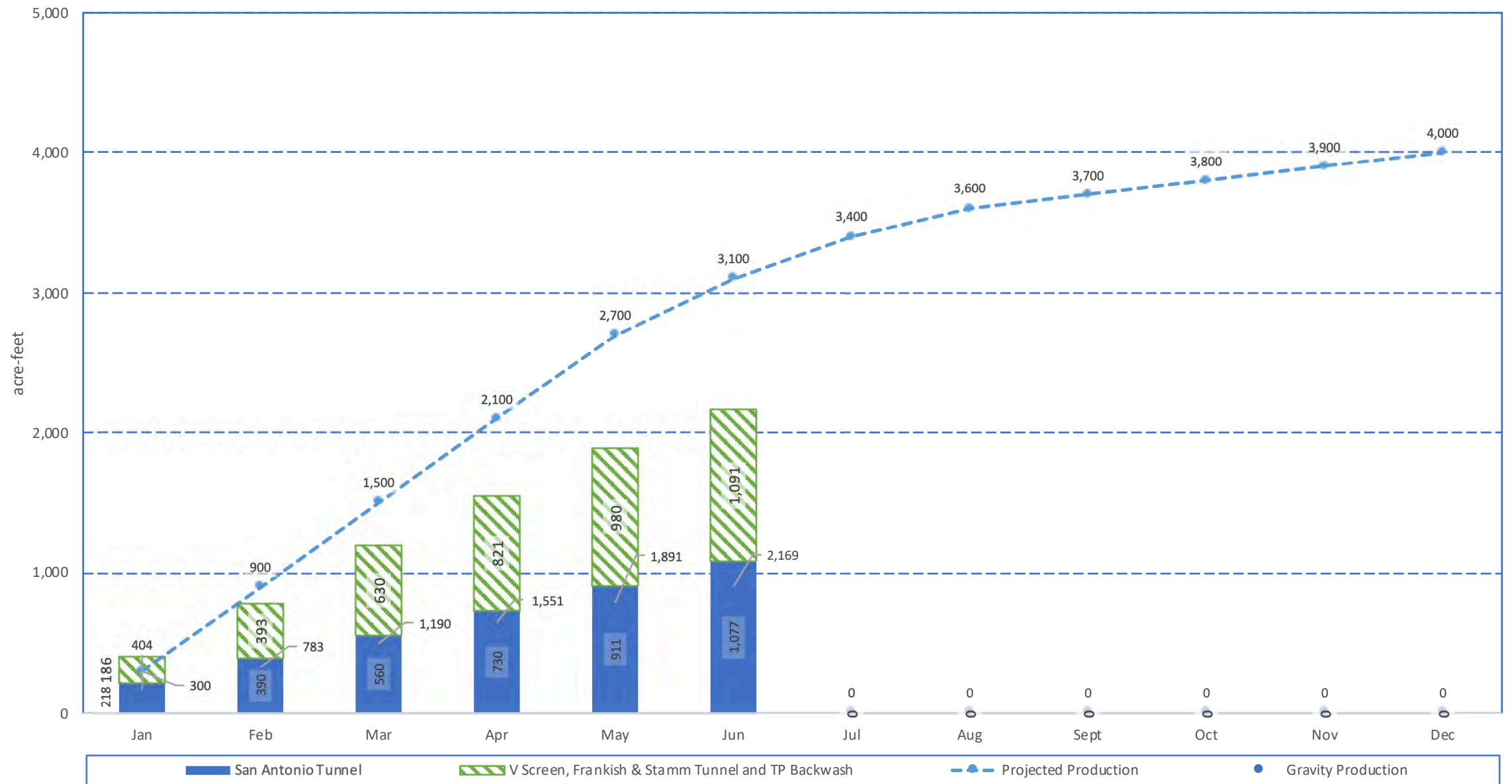
2021 Total Yearly Production



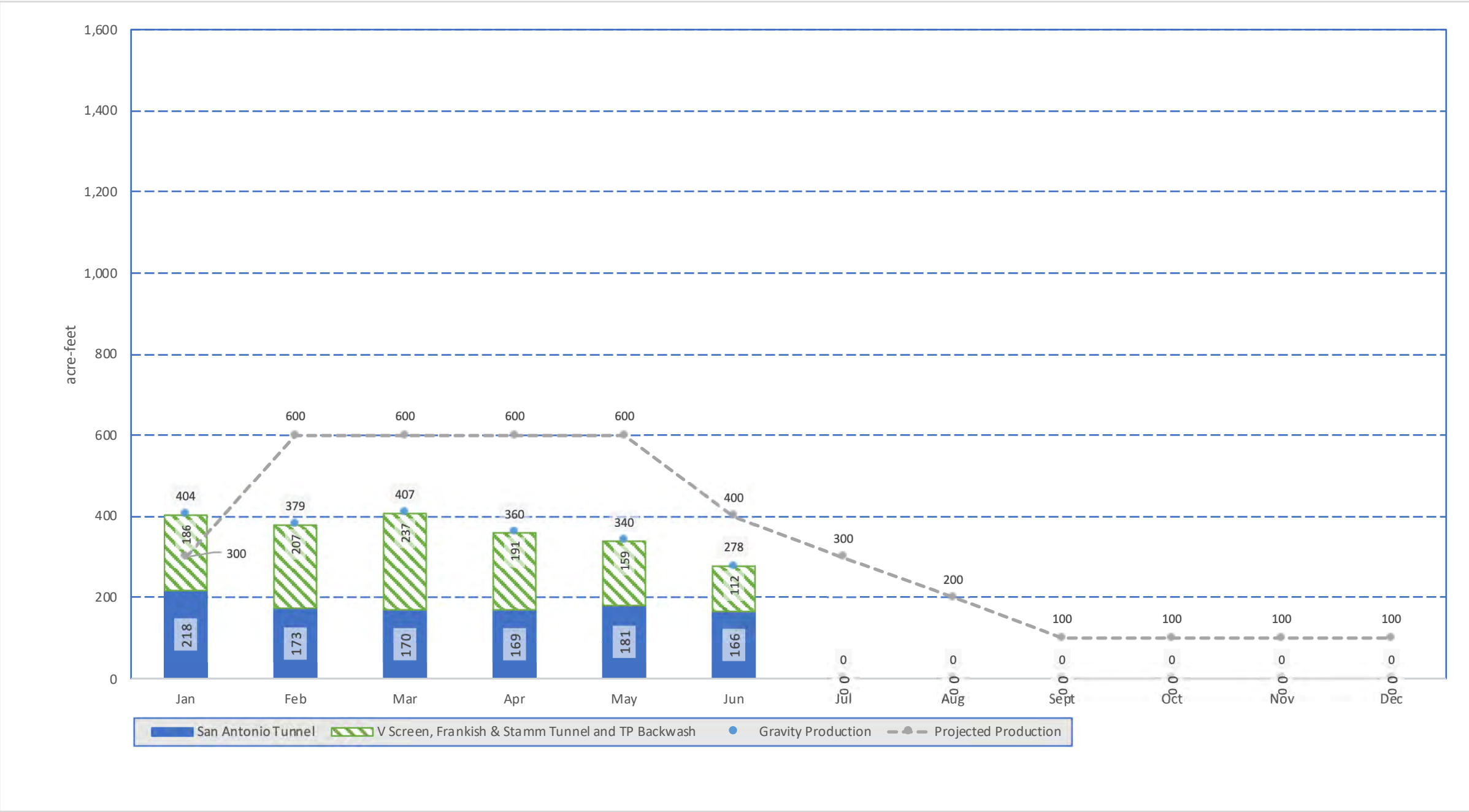
2021 Monthly Production



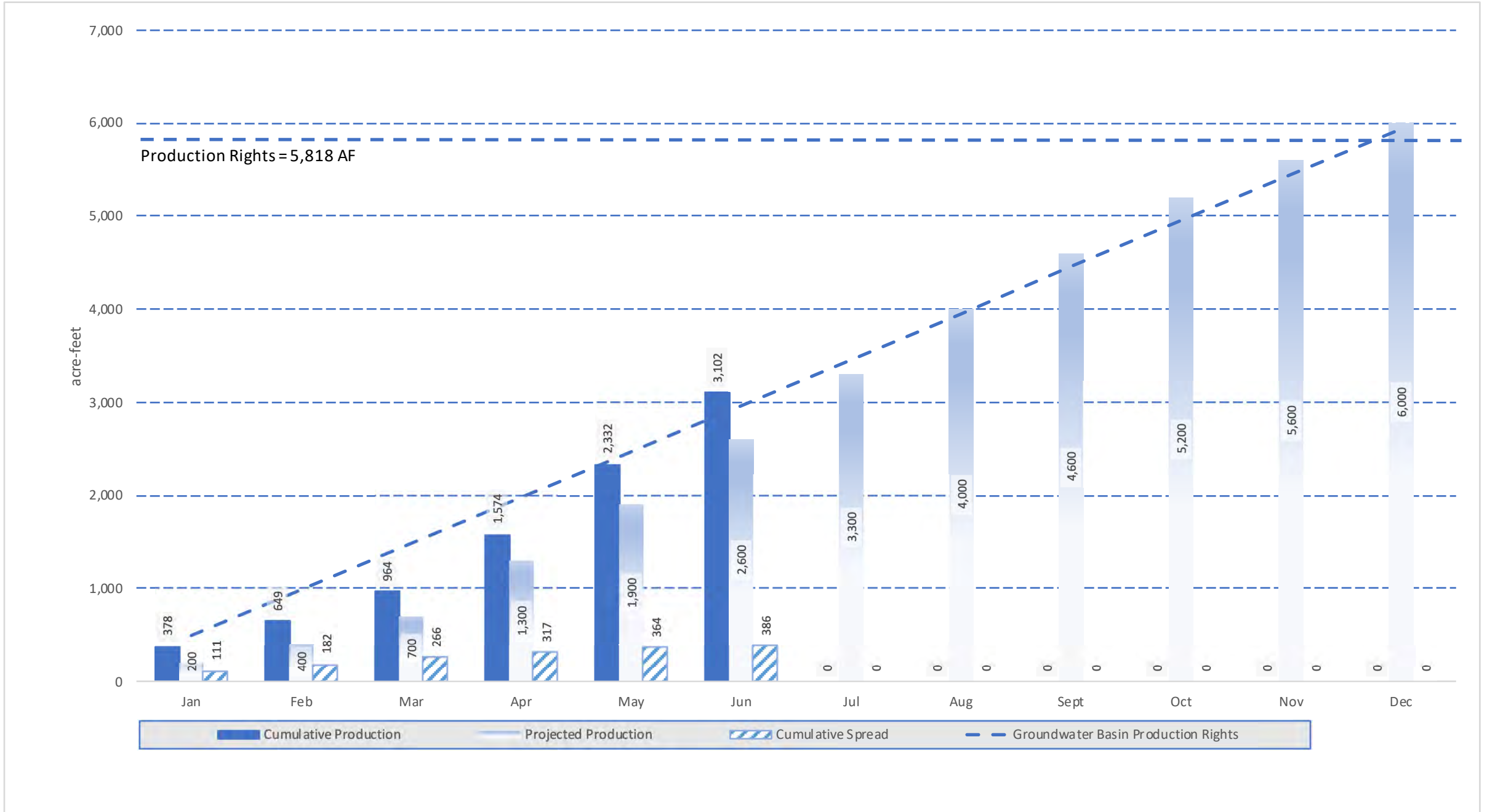
2021 Gravity Cumulative



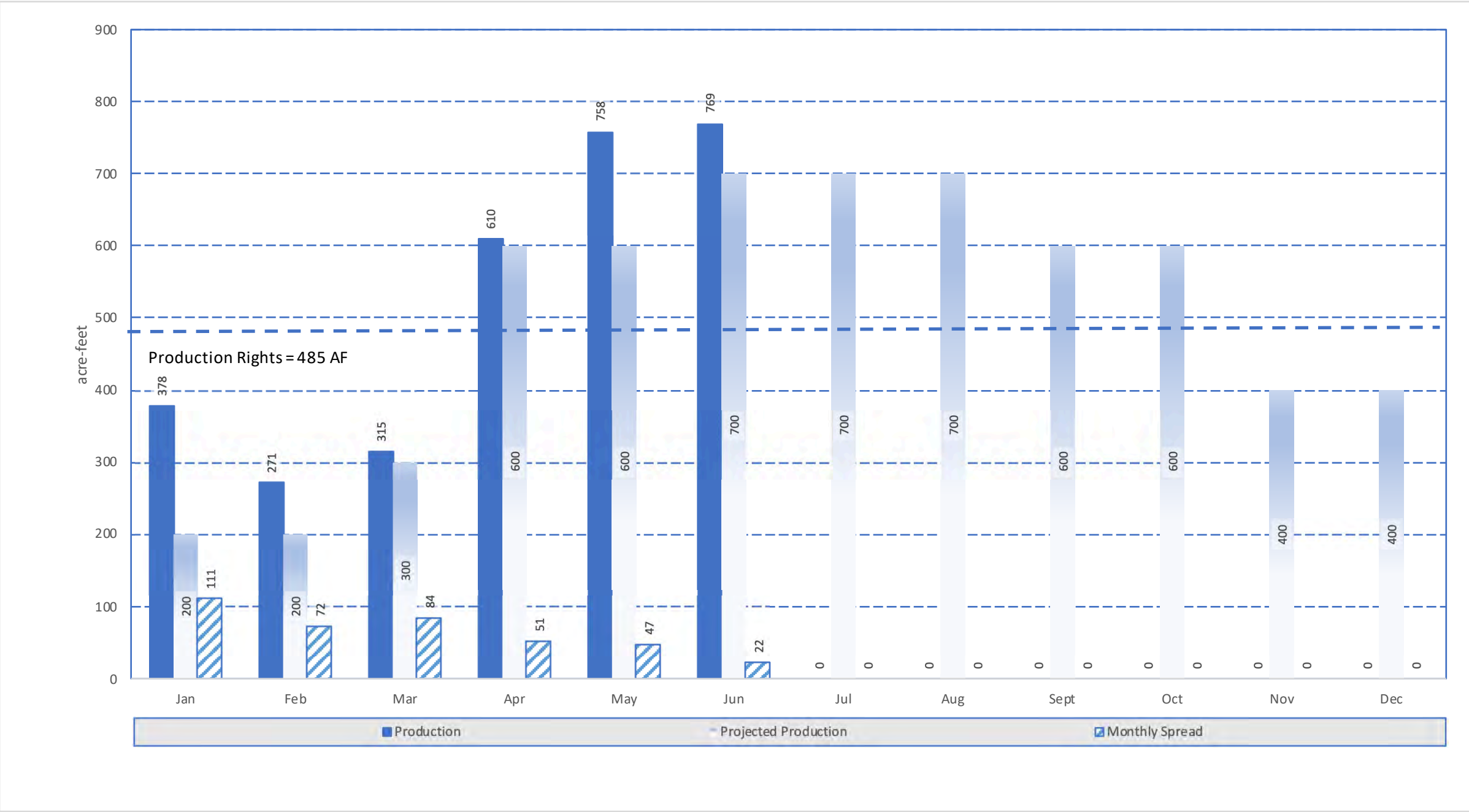
2021 Gravity Monthly



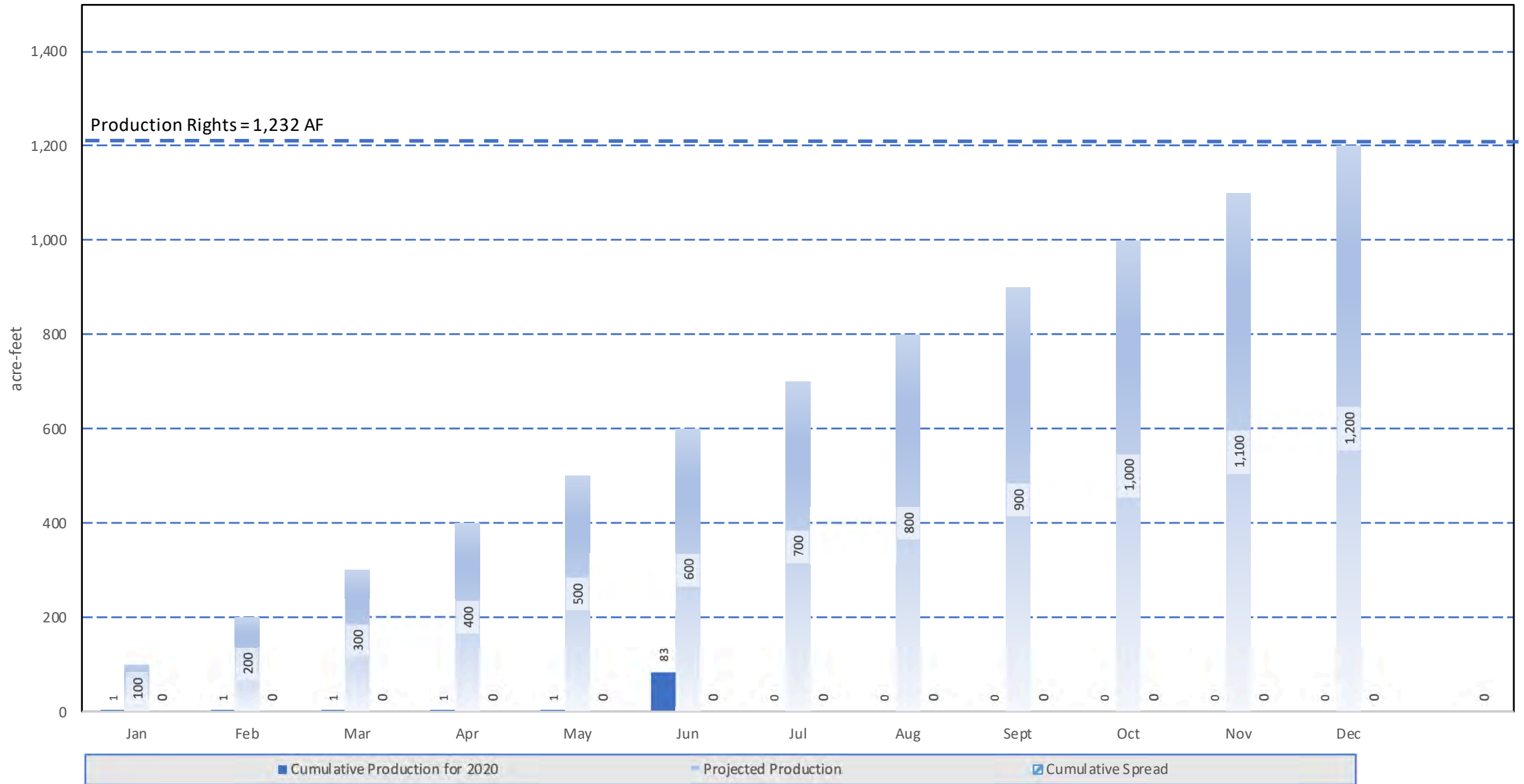
2021 Cucamonga Basin Cumulative



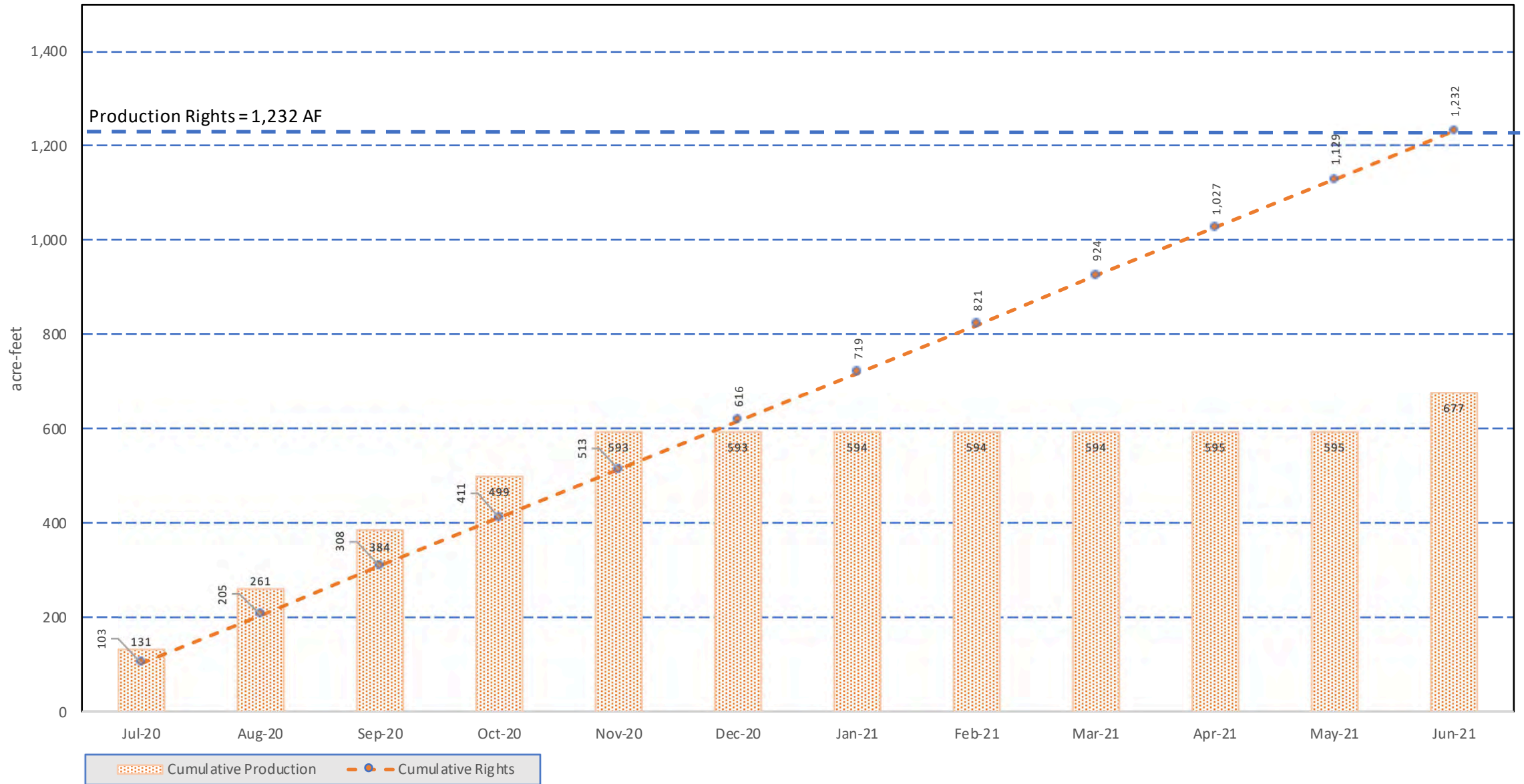
2021 Cucamonga Basin Monthly



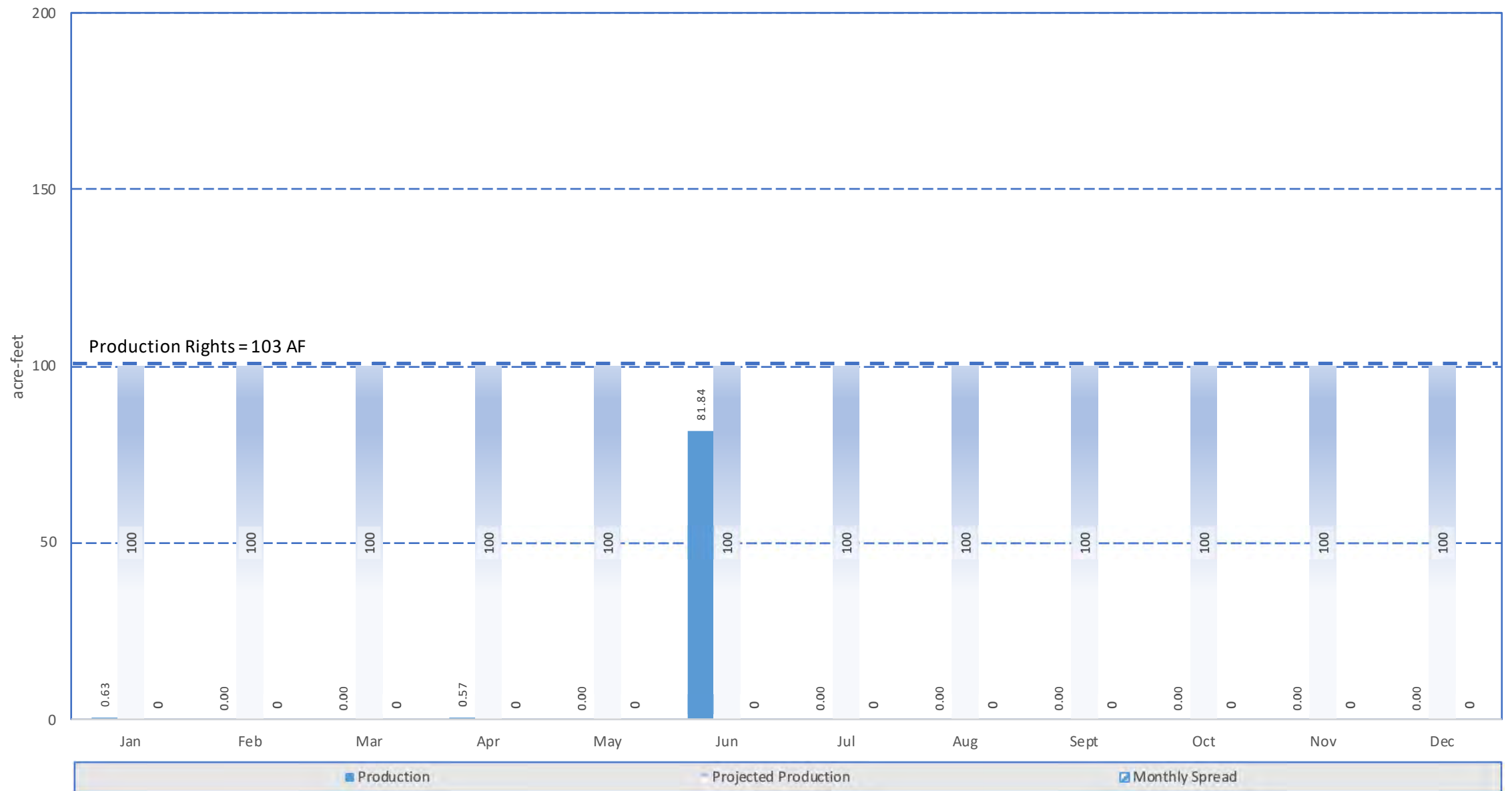
2021 Chino Basin Cumulative



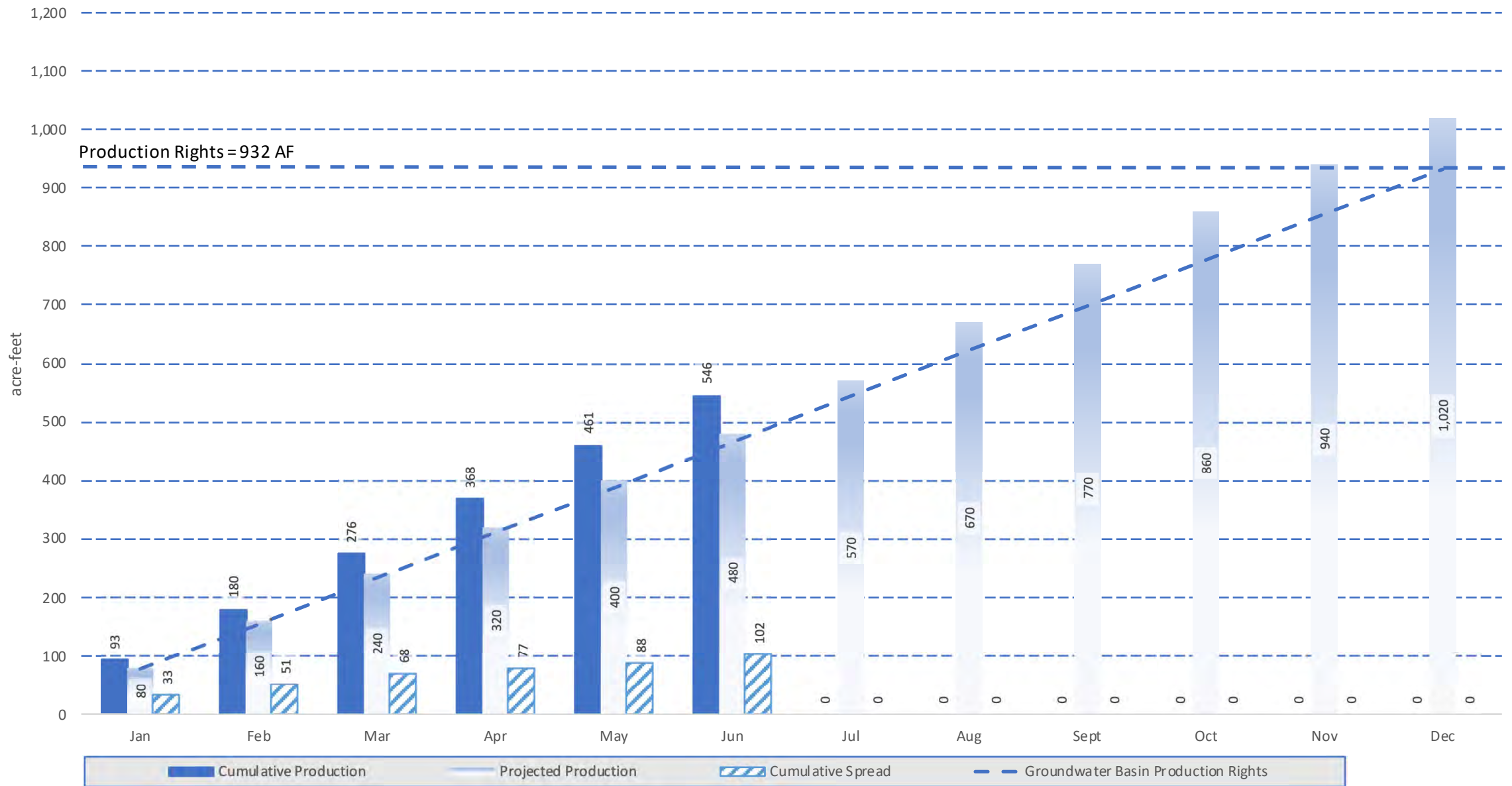
20-21 Chino Basin Cumulative



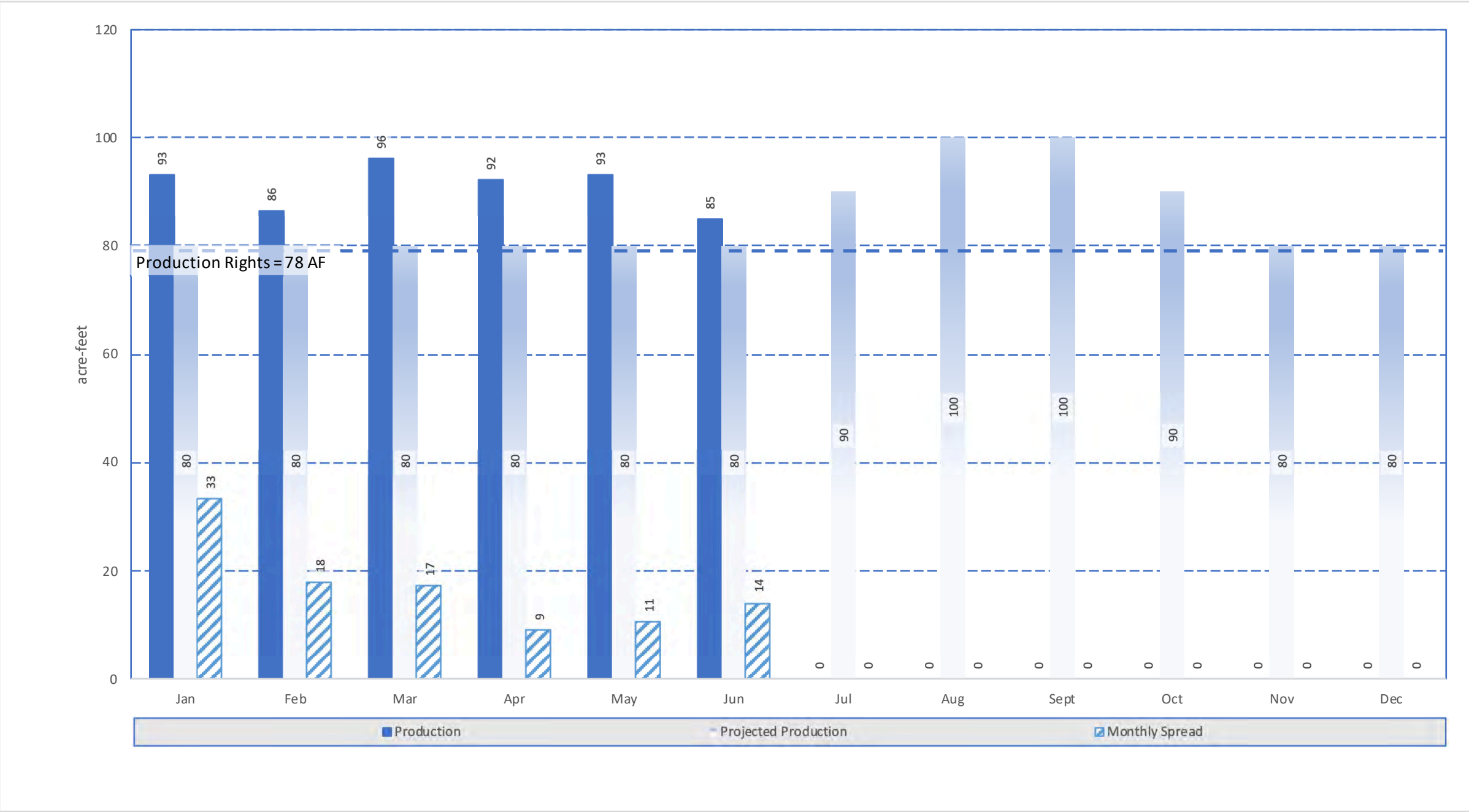
2021 Chino Basin Monthly



2021 Six Basins Cumulative



2021 Six Basins Monthly



A. Water Supply through May 2021

- Annual entitlement for CY2021 is 13,000 AF
 - Cumulative yearly production was 5,899 AF
 - Cumulative yearly consumption was 5,378 AF
 - Cumulative yearly spread was 452 AF
 - Cumulative unaccounted water was 37 AF

Six Basins Production for 2021

- Annual production right is 932 AF.
- Cumulative production was 546 AF. Production is sent to the WFA treatment facility to meet City of Ontario and MVWD entitlement.
- The Company spread a total of 102 AF.

Cucamonga Basin Production for 2021

- Annual production right is 5,938 AF.
- Cumulative production was 3,102 AF.
- The Company spread a total of 386 AF.

Chino Basin Production for 2021

- Annual production right is 1,232 AF.
- Cumulative production was 83 AF.
- The Company spread a total of 0 AF.

Surface Water (San Antonio Creek) flow for 2021

Total flow was 1,088 AF.

Tunnel flow for 2021

San Antonio Tunnel flow was 1,077 AF.
Frankish and Stamm Tunnel flow was 0 AF.

B. Company Stock

1 share of water stock moved from dormant to active this transfer period.

C. Communication and Information Activities

"Facebook" - 179 friends liking our old FB page and 71 customers have liked our new FB page. No new communication posted on the new page and no new communication on the old Facebook page. Facebook is not able to merge the two Facebook pages; therefore, we are in discussion of possibly deleting the old page.

D. Administration Matters

Meetings of interest:

- Wed, June 16 – GM hosted lunch with MIH Water Treatment Inc. representatives
- Thurs, June 17 – GM participated in CBWM AP Confidential Meeting and Advisory Meeting
- Fri, June 18 – Director Cable and GM hosted representatives from the Ontario Museum of History and Art to visit the Company's Old Model T
- Tue, June 22 – GM and AGM participated in Cuc Basin Management Meeting

E. Groundwater Basin Matters

Chino Basin -

~~Spread Water from SAWCo – SAWCo's application to spread 1,500 AF in 20/21 water year has been approved and fully executed. SAWCo has applied to spread 1,500 AF per year for years 21/22 through 25/26. Application was approved by the Advisory Committee and is heading to the Board. We have not yet spread any water in 2021.~~

~~Storage Management Plan / Optimum Basin Management Plan – Watermaster issued the final report on the 2020 Storage Management Plan on December 11th.~~

~~WM staff intend for the OBMP Implementation Plan to be attached to the Peace Agreement and will require a Peace Agreement amendment.~~

~~Parties have proposed a solution to the Court and the Court has provided a tentative ruling (attached). Final ruling will be discussed on June 25th. In short, available basin storage is increasing from 500,000 AF to 700,000 AF~~

Proposed ruling was approved as Final on June 25th. Available basin storage has been increased from 500,000 AF to 700,000 AF.

Ag Pool Contest and Legal Expenses – In May 2017 the Agricultural Pool initiated adversarial proceedings contesting Appropriative Pool storage within the Chino Basin.

The Appropriative Pool has objected to those costs being 'expenses' as defined by the Peace Agreement.

~~The Court issued its final ruling regarding who pays for adversarial proceedings on May 28th (attached). In short, the court agreed fully with AP that:~~

- ~~• “No reasonable person would make a contract that would obligate that person to pay another party's expenses without limit and without knowledge of the nature of the expenses, including the expenses of a lawsuit against the paying person”~~
- ~~• “It is fundamentally unfair to compel a party to pay expenses over which the party has no control and no specific, detailed knowledge.”~~

The Court provided a pathway forward for the Ag Pool. We are waiting to see what the Ag Pool chooses to do.

AP Leadership is attempting to negotiate a solution with AgP Leadership.

Six Basins –

A meeting was last held on June 23, 2021. The Watermaster Board addressed the following:

- The Board discussed the process to select Watermaster Legal Counsel.
- The Board also discussed a Salt and Nutrient Management Plan for the Six Basins. Since we currently do not spread recycle water, this item was postponed.

The next meeting is scheduled for July 28th.

Cucamonga Basin –

The working group met virtually on July 6th. The Term of Reference document is still waiting to be signed by Cucamonga Valley Water District's General Manager.

The Request for Proposal is being drafted and will be presented to the group soon. The three consultants that were not chosen were notified and offered a meeting of understanding as requested.

The next scheduled meeting is August 3rd.

Agenda Item No. 4H

Item Title: Projects and Operations Update

Purpose:

To update the Board and Shareholders on Company capital projects.

Updates:

1507 – Office Relocation

Presentation to City of Upland originally scheduled for late September has been deferred at City Manager’s request.

1602 – Holly Drive Reservoir, Phase 2

A modified and reduced project was awarded to Paso Robles Tanks on September 15. Contract has been fully executed. Preconstruction meeting held. Material submittal process initiated. Construction of the tank has been completed. ~~Delivery of mixer inlet piping was delayed. Mixer pipe is expected to be delivered and installed this month.~~ Missing pipe was installed and disinfection is expected to occur in July.

The remaining civil portion of the contract was awarded at the March Board Meeting. Civil work was completed in March/April.

Original Budget	\$477,000
Original Contracts	\$862,130
Civil Contract	\$149,985
Authorized Change Orders	\$389,096
Current Contract w/ Civil	\$1,172,611

1901 – Automated Meter Reading (AMR)

All domestic meters have been installed. Field staff has verified each meter installation and is working to fix minor leaks at some meter threads. Data is being presented tonight. ~~Staff is working with supplier on meter communication issues for about 100 meters. Staff is working on rolling out private digital access to their meter for each shareholder starting in the summer.~~

Original Budget	\$770,000
Original Contracts	\$731,220
Authorized Change Orders	8,000
Current Contracts.....	\$739,220

1902 – Cucamonga Crosswalls Mitigation

Staff is contacting our environmental contractor to conduct the 2021 Spring Assessment and site clean-up.

County has retained GRB, our contractor for the crosswall work, to process spoils behind the Cucamonga Dam. The state Division of Safety of Dams has requested that the County ‘muck out’ behind the dam to regain lost storage.

1905 – 2020 Master Plan

Computer Water Model being constructed by consultant. Hydrant flow testing occurred Nov 11th. Computer modeling being calibrated. Data gathering is an ongoing process. Company has purchased three data loggers and a pitot tube flow diffuser.

Consultant presented a Water Supply Resiliency presentation to the PRC in February.

Original Budget	\$240,000
Original Contracts	\$204,085
Authorized Change Orders	NA
Current Contracts.....	\$204,085

2001 Reservoir 9 Pipeline

Bid opening occurred on Nov 10. Project was awarded to Downing Construction on November 17. Contract has been fully executed.

~~Final paving occurred on May 12. Project construction is complete. Final slurry of streets is scheduled for June 24th.~~ Final slurry was completed on June 24th.

Original Budget	\$408,000
Original Contracts	\$807,090
Authorized Change Orders	\$92,204
Current Contracts.....	\$899,295
Proposed Change Order	\$100,163
Proposed Contract.....	\$999,458

2002 Frankish Tunnel Improvements

Bid opening occurred on December 4th. Project was awarded to CP Construction on December 15, 2020. Project is complete. Consultant is finalizing paperwork.

Original Budget	\$50,000
Original Contracts	\$126,485
Authorized Change Orders	NA
FINAL project cost	\$126,485

2003 Small Pipelines Project

Bid opening occurred on December 4th. Project was awarded to CP Construction on December 15, 2020. Project is complete. Consultant is finalizing paperwork.

Original Budget	\$519,000
Original Contracts	\$738,290
Authorized Change Orders	NA
Current Contracts.....	\$738,290

2007 Well 19

Staff is working on a Request for Proposals to construct a new Well 19. RFP should be released next year for consideration by the Board.

2101 Booster 17 (V Screen) Generator

Purchase Order has been submitted. Waiting on delivery.

Original Budget	\$18,000
Original Contracts	\$14,510

Authorized Change Orders NA
Current Contracts..... \$14,510

2102 Shaft 6 Generator

Purchase Order has been submitted. Waiting on delivery.

Original Budget \$8,000
Original Contracts \$6,436
Authorized Change Orders NA
Current Contracts..... \$6,436

2103 Booster 19 (Holly Drive) Generator

Purchase Order has been submitted. ~~Waiting on delivery.~~ Generator has been delivered. Contractor is currently working on concrete pad for generator installation. Natural gas line and service is currently being installed.

Original Budget \$75,000
Original Contracts \$61,366
Authorized Change Orders NA
Current Contracts..... \$61,366

2105 Urban Water Management Plan

Contract was awarded at the March 2021 Board Meeting. Staff and consultant are exchanging and reviewing data.

Original Budget \$60,000
Original Contracts \$48,780
Authorized Change Orders NA
Current Contracts..... \$48,780

2106 American Water Infrastructure Act Risk and Resiliency Assessment

Contract was awarded at the March 2021 Board Meeting. Project is complete. Risk and Resiliency Assessment was certified on June 30th. ~~Staff and consultant are exchanging and reviewing data.~~

Original Budget \$40,000
Original Contracts \$29,075
Authorized Change Orders NA
Current Contracts..... \$29,075

2107 Risk and Resiliency Assessment of SCADA system

Company has contracted a detailed study to find and eliminate openings in our SCADA system to reduce risk of outside attacks.

Original Budget \$15,000
Original Contracts \$12,000
Authorized Change Orders NA
Current Contracts..... \$12,000

2108 Demolition of abandoned booster stations 5 and 15

Contract with CP Construction was awarded at the May Board Meeting. City has tentatively agreed to waive permit fees in exchange for quit claim of park land.

Both facilities have been demolished. Staff is cleaning up remainder fencing and debris at Station 15.

Original Budget	\$100,000
Original Contracts	\$80,000
Authorized Change Orders	NA
Current Contracts.....	\$80,000

GROUNDWATER LEVELS
(feet below ground surface)

	2012				2013				2014				2015				2016				2017				2018				2019				2020				2021			
CUCAMONGA BASIN	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr
	-211	-192	-202	-195	-191	-199	-211	-213	-202	-230	-255	-238	-239	-239	-249	-259	-251	-251	-261	-280	-301	-296	-312	-298	-305	-313	-321	-324	-300	-299	-306	-308	-279	-271	-297	-297	-283	-283		
CHINO BASIN	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr
	-309	-307	-341	-328	-368	-353	-341	-385	-357	-391	-409	-418	-423	-424	-427	-427	-430	-452	-462	-466	-451	-441	-441	-442	-450	-451	-468	-473	-458	-428	-396	-402	-396	-389	-326	-383	-386	-384		
SIX BASINS	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr
Six Basins																																								
Well 26 & 27A & 25A	-282	-322	-358	-347	-380	-385	-448	-421	-477	-425	-439	-454	-450	-428	-459	-439	-467	-472	-528	-482	-447	-463	-547	-451	-525	-432	-506	-437	-337	-414	-439	-338	-380	-320	-420	-355	-379	-406		
Well 28	-265	-268	-271	-273	-277	-278	-279	-280	-281	-280	-280		-277	-281	-282	-283	-283	-283	-284	-286	-283	-270	-270	-272	-267	-277	-281	-283	-228	-243	-257	-267	-271	-272	-245	-271	-275	-278		

* six basin levels come from well 25A only, the other wells (26&27A) were not shut down during the third quarter 2017.

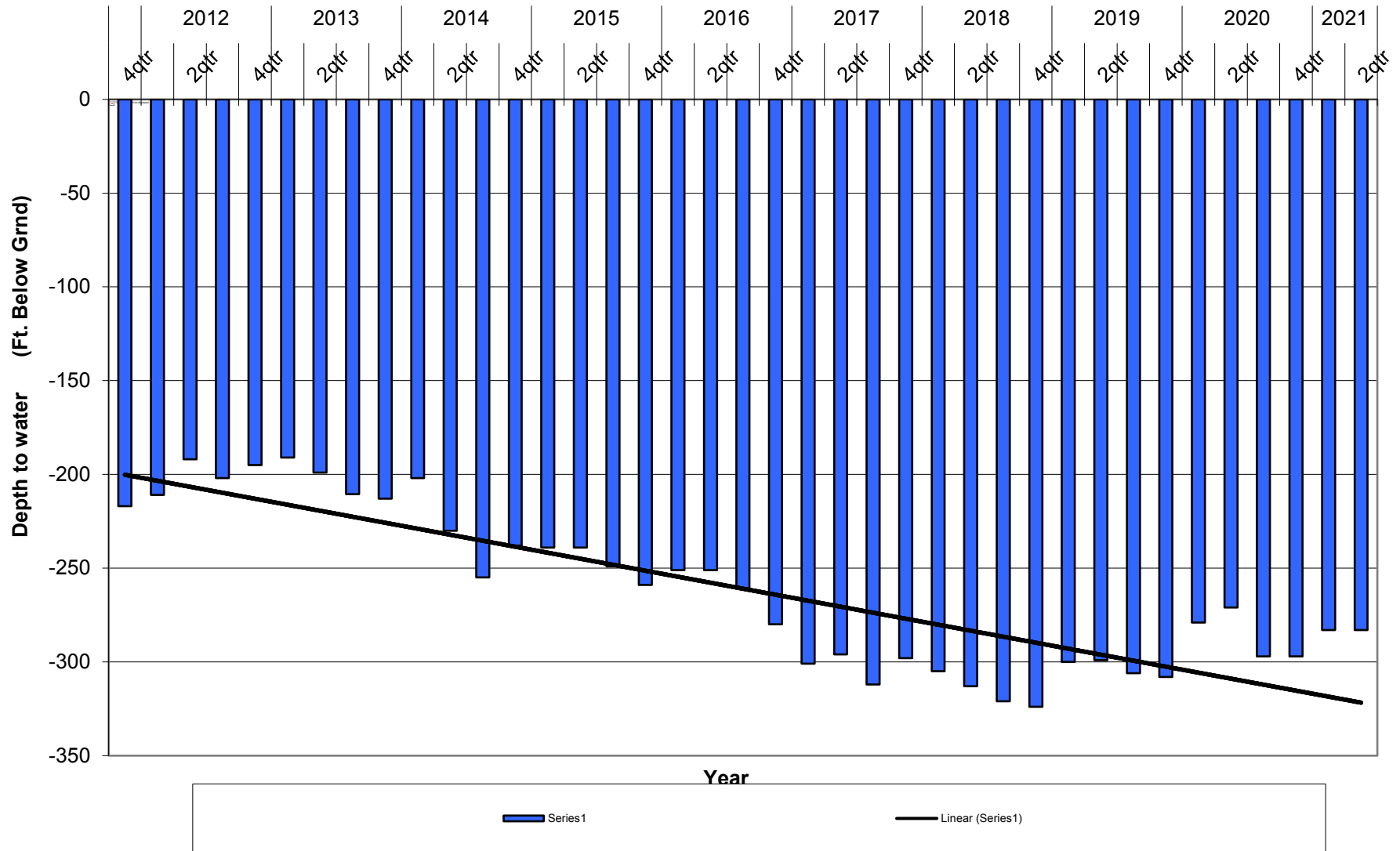
Static water levels for Cucamonga Basin wells 2, 3, 22, 24, 31, 32

Static water levels for Chino Basin wells 15, 16

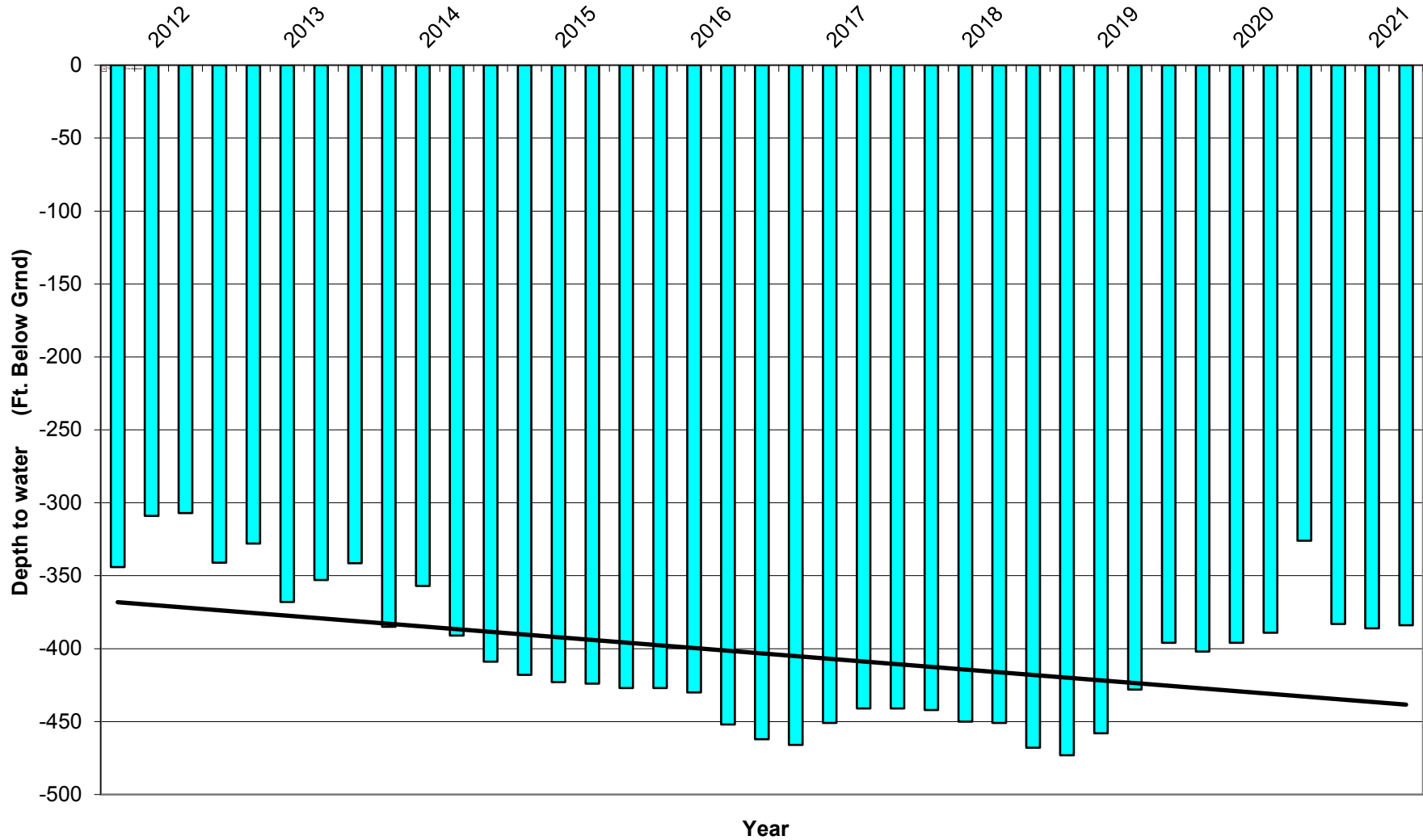
Static water levels for 6 Basin wells 25a, 26 and 27a

Note* 10/11/2019 pumping levels for wells 26 and 27A 416'

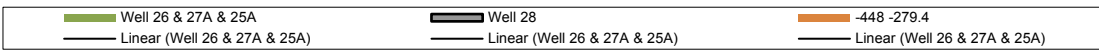
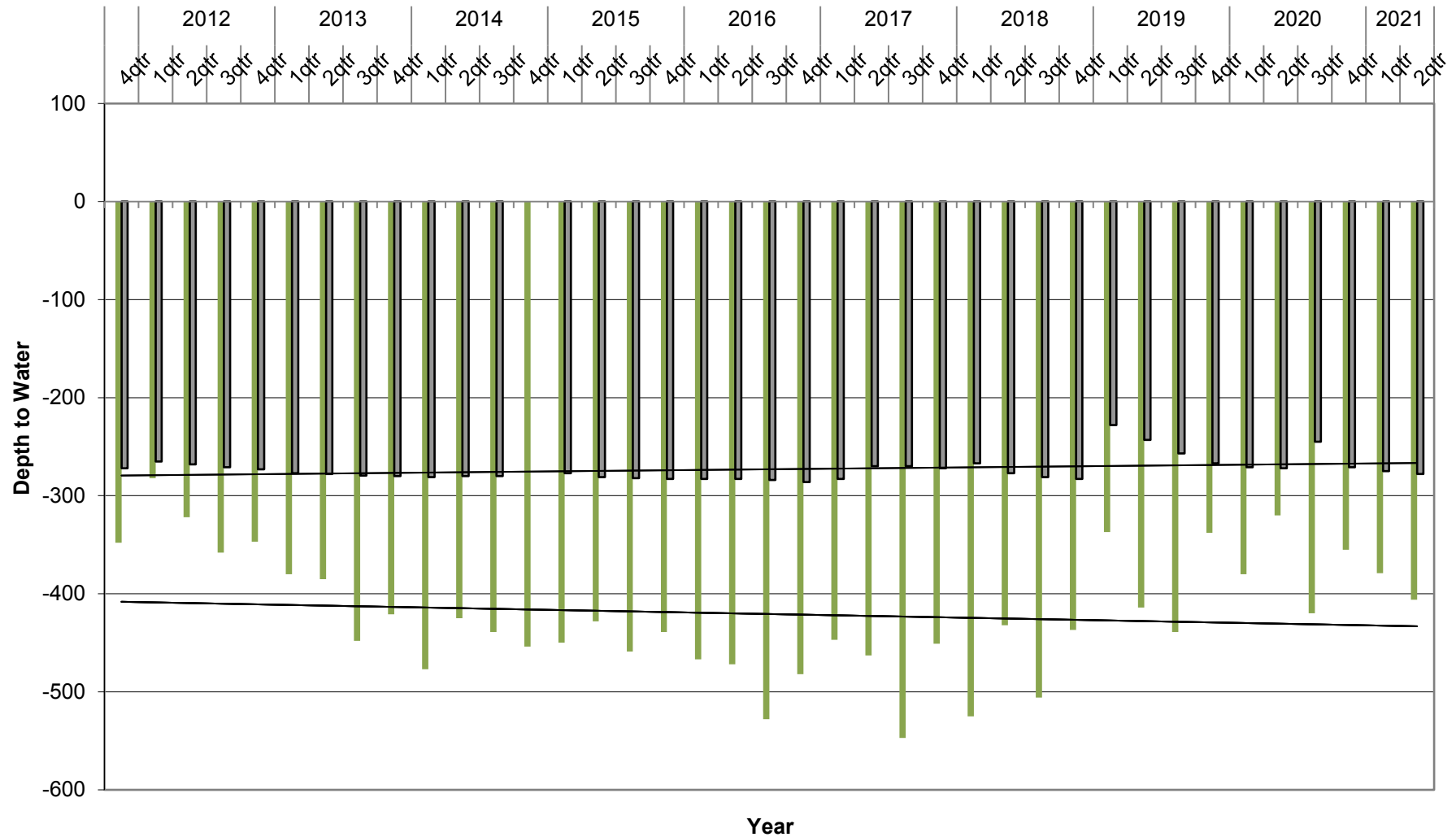
Cucamonga Basin Water Levels



Chino Basin Water Levels



Six Basins



Item Title: Conservation Programs Update

Purpose:

Update on the Company's existing water conservation programs

I. Local Assistance in meeting Best Management Practices

Conservation rebates: As of 12/31/2020

Residential Rebate Programs- (Fiscal year) thru Metropolitan Water Dist.	Devices/R ebates	Est. gallons saved/ device/year	Total est. gallons saved per year*
High Efficiency Clothes Washers	2	11,243	22486
Rotating Nozzles	0		
Weather Based Irrigation Controllers	1	105,917	105917
High Efficiency Toilets (premium)	1	13,851	13851
Rain Barrels	0	619	
Turf Removal	0		
Residential Program thru Chino Basin Water Conservation District			
Landscape Audit	1	3485	3485
Total Savings for calendar year – thru 12/31/2020			145,739

Funding is limited and rebates issued on first come, first served basis.

II. SAWCo Efforts in meeting Demand Mgmt. Measures (DMM's) as of 5/30/2021

SAWCo Programs- (2021)	Total Budget: \$20,000	Devices/Rebates	Est. gallons saved per device per year	Total est. gallons saved per year
Toilet Direct Installation for SAWCO customers	\$5,000 Cost to date: \$1,035.00 (4 toilets)	4	15,600	62,400
SAWCo Wholesale Agencies Assistance- Toilet Direct installation	\$15,000 Cost to date: 4,520.00 (16 toilets)	16	15,600	249,600
TOTAL		20		312,000

July 20, 2021

	2021 to date	2020	2019	2018
SAWCo Financial Assistance for leaks	\$3,947.69	\$9,198.53	\$31,782.54	\$8,474.70

Financial Assistance Program – Adjustments made when customer has requested in writing a reprieve on their bill after repairing leak(s).

Item Title: Alarm Upgrade and Proposals

Purpose:

To discuss and possibly approve a monitoring and alarm system upgrade.

Issues:

Should the Company consider updating their facility monitoring and alarm system?

Manager’s Recommendation:

Staff is recommending approving ADT for facility monitoring and alarm notification for all 5 facility sites listed.

Background:

Current Issues:

- Baker needs to upgrade Res. 1 to an LTE cellular-enabled panel due to technology sunset [\$1,200]
- Baker alarm has not always notified staff of system changes and later invoices us for work
- Staff consistently receives false alarms with Baker video monitoring (Getting false alarms is not productive and causes one to ignore what system is intended to do)
- It makes sense to incorporate one company for all alarm monitoring
- Staff has identified an additional facility of concern to alarm

Facilities:

Facility	Address	Alarm Company	Internet Ready
Office	139 N. Euclid	Mijac	Yes
Yard	172 First Avenue	Baker Systems	Yes
Forebay	2570 Mesa Terrace	Baker Systems	Yes
Res. #1	400 E. 20 th Street	Baker Systems	No
Booster Station	885 East 26 th	New site	No

Proposals Received:

Alarm Co.	One Time installation	Yearly Monitoring/Service Cost	Yearly Monitoring Cost x 7 years	Total 7-year cost	Average yearly cost over 7 years
ADT	\$35,956	\$ 8,490	\$ 59,433	\$ 95,390	\$13,627
Mijac	\$14,875	\$ 12,861	\$ 90,027	\$104,902	\$14,986
Bay Alarm	\$17,350	\$28,140	\$196,980	\$214,330	\$30,619
Bay Alarm w/2 sites cellular	\$18,040	\$ 2,545	\$213,780	\$231,820	\$33,117

Agenda Date: July 20, 2021

Baker Systems	No quote received				
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Technology Provided in Proposals:

Alarm Co.	Internet Capability at Site Needed?	False Alarm Solution	Intruder Deterrent	Owner of Equipment	Warranty/Support
Mijac	No	Mijac monitors	Horn/strobe	Mijac	Warranty/No service included [required every 4 months -cost included in monitoring]
ADT	Yes	Staff/Technology	Pre-recorded message or live message	SAWCo	Full-service warranty and support included with proposal minus battery replacement
Bay Alarm	Yes/No	Staff/Technology	Pre-recorded message or live message	Bay Alarm	Full-service warranty and support included in proposal

Previous Action:

None

Impact on Budget:

Installation cost would be taken out of capital reserves while monitoring cost would increase operating budget this year, depending on when system is installed and working

Item Title: Cell Tower Lease on Well 19 Property

Purpose: To consider a land lease agreement for a proposed cell tower on Well 19 property.

Issue: Does the Board wish to enter into a land lease agreement with New Cingular Wireless?

Manager’s Recommendation: Authorize the General Manger to sign a land lease agreement with New Cingular Wireless.

Background:

In late 2019 the Company was approached by representatives of New Cingular Wireless about availability of potential cell tower lease sites. Company staff has worked with the representatives regarding the suitability of Well Site 19.

The triangular Well Site 19 is currently being held as a possible site for a new well. There are currently no Company facilities on the property. The Company does have plans to construct a new well in the general vicinity to replace the old Well 19 (abandoned directly on the other side of the Channel). As proposed the cell site will not interfere with any Company plans to develop a new well on the property. There is ample room for Company facilities and cell tower facilities.

Legal has been afforded an opportunity to review the attached proposed lease and has not provided any comments. We have reached a point in negotiations where it is appropriate for the Board to review and provide staff direction.

In June 2021 staff brought a proposed lease to the Board for consideration. The general terms of that proposed lease were \$2,500 per month rent for a minimum five-year period with an option for three additional five-year periods. After discussion the Board authorized staff to sign a Land Lease Agreement for \$5,000 per month or return to the Board with a proposal if negotiations end up below \$5,000/month.

Staff discussed the situation with the carrier, who would not agree to a \$5,000/month term. Instead, the counteroffer was \$2,800/month. Staff then conducted more research and found the following used by The State of California:

<u>TELECOM GROUND/FACILITY LEASE</u>	
Telecommunications Pricing Guideline – Public/Non-Commercial and Commercial	
DEFINITIONS:	
<u>Macrocell:</u>	Facility with 9 or more antennas and/or fenced area with equipment building or concrete pad space and space required for the foundation of the monopole or tower, when combined exceeds 500 square feet, not to exceed 16 antennas or 2,500 square feet.
<u>Minicell:</u>	Facility with 4 to 8 antennas and/or fenced area containing equipment building or concrete pad space and space required for the foundation of the monopole or tower, when combined is in excess of 300 square feet but less than 500 square feet.
<u>Microcell:</u>	Facility with 1 to 3 antennas and/or fenced area with equipment building or concrete pad space and space required for the foundation of the monopole or tower, when combined is less than 300 square feet.
If the proposed facility exceeds one category by the number of antennas or the amount of square footage requested, the facility will be classified in the next higher category.	

Carriers requesting a facility with more than 16 antennas or a fenced area exceeding 2,500 square feet must pay a higher rate than the pricing matrix dictates.

Adjustments in the rate, increase or decrease, whenever equipment area or the number of antennas changes (e.g. carrier removes one antenna from a total of 4, changing the site from a Minicell to a Microcell).

ANNUAL BASE FEE

	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
MACROCELL				
Prime Urban	\$ 64,872	\$ 67,152	\$ 69,504	\$ 71,928
Urban	\$ 41,436	\$ 42,876	\$ 44,376	\$ 45,936
Rural	\$ 26,472	\$ 27,396	\$ 28,356	\$ 29,340
MINICELL				
Prime Urban	\$ 55,644	\$ 57,600	\$ 59,616	\$ 61,692
Urban	\$ 38,376	\$ 39,720	\$ 41,100	\$ 42,540
Rural	\$ 26,472	\$ 27,396	\$ 28,356	\$ 29,352
MICROCELL				
Prime Urban	\$ 46,368	\$ 47,988	\$ 49,668	\$ 51,408
Urban	\$ 30,684	\$ 31,764	\$ 32,868	\$ 34,020
Rural	\$ 22,596	\$ 23,388	\$ 24,204	\$ 25,056

Note: These are the Department of General Services telecommunication rate guidelines and are subject to change. Rates currently increase at a rate of 3% annually.

The State of California classifies this proposed facility as an “Urban Macrocell” based on the footprint, with an Annual Base Fee of \$42,876 (\$3,573/month). Staff presented this information to the carrier who responded that they would agree to the \$3,573/month land lease price.

Impact on the Budget:

\$42,876 per year non-water sale revenue for the initial five-year term.

Previous Actions:

None

Market: Los Angeles
 Cell Site Number: CSL01787
 Cell Site Name: San Antonio Water Co.
 Fixed Asset Number: 12844535

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by San Antonio Water Company, a mutual water company, having a mailing address of 139 N. Euclid Avenue, Upland, CA 91786 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at assessor’s parcel number 1043-431-07-0000, in the County of San Bernardino, State of California (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES.

Landlord hereby leases to Tenant a certain portion of the Property containing approximately 960 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Premises in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the

event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the “**Additional Premises**”) for such modification or upgrade, Landlord agrees to enter into negotiations to lease to Tenant the Additional Premises. Leasing of any Additional Premises shall be the Landlord’s unilateral decision.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for Three (3) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least six (6) month’s prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Three Thousand Five Hundred Seventy Three and No/100 Dollars (\$3,573.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by [Fifteen percent (15 %)] over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals and access to the Property. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable

to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and

indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 01 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property installed by Landlord. Tenant will be responsible for maintenance of any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company, providing said easement does not reasonably interfere with Landlord's fair use of property outside Tenant's Premises.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any

term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: CSL01787; Cell Site Name: San Antonio Water Co. (CA)
 Fixed Asset #: 12844535
 1025 Lenox Park Blvd NE, 3rd Floor
 Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: CSL01787; Cell Site Name: San Antonio Water Co. (CA)
 Fixed Asset #: 12844535
 208 S. Akard Street
 Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Attn. General Manager
 San Antonio Water Company
 139 North Euclid Avenue
 Upland, CA 91786

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord

has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 2222(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

San Antonio Water Company, a mutual water company

By: _____

Print Name: Brian C. Lee

Its: General Manager / CEO

Date: _____ [Insert Date]

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: [_____]

Its: _____ [Insert Title]

Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Name _____

Notary Public

(Seal)

TENANT ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
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personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Name _____

Notary Public

(Seal)

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Land Lease Agreement dated [Insert Date] , 20 , by and between San Antonio Water Company, a mutual water company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CUCAMONGA, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 23, ACCORDING TO MAP OF LANDS OF THE CUCAMONGA HOMESTEAD ASSOCIATION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP SHOWN AS EXHIBIT "A" IN DECREE OF PARTITION RECORDED IN [BOOK 211, PAGES 430](#) AND 431 OF DEEDS, RECORDS OF SAID COUNTY.

EXCEPT THE WEST 40 FEET THEREOF.

THERE IS HEREBY EXCEPTED AND RESERVED FROM SAID LOT 3, BLOCK 23, AND NOT CONVEYED HEREBY, A PARCEL OF LAND (HEREIN CALLED "WELL-SITE NO. 19") WHICH IS SQUARE IN SHAPE, EACH SIDE OF WHICH IS 100 FEET LONG AND RUNS EITHER EAST AND WEST OR NORTH AND SOUTH, AND THE CENTER OF WHICH WELL-SITE NO. 19 IS THE CENTER OF THE TOP OF THE CASING OF AN EXISTING WELL, KNOWN AS "SAN ANTONIO WELL NO. 19", WHICH IS SITUATED APPROXIMATELY 200 FEET WEST OF THE EASTERLY LINE OF SAID LOT 3, AND APPROXIMATELY 100 FEET NORTH OF THE SOUTHERLY LINE OF SAID LOT 3.

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE SAN BERNARDINO FLOOD CONTROL DISTRICT AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED OCTOBER 29, 1981 AS [INSTRUMENT NO. 81-239547 OF OFFICIAL RECORDS](#).

EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO HOLLIDAY TRUCKING, INC., AS SET FORTH AND DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED MARCH 04, 1991 AS [INSTRUMENT NO. 91-073401 OF OFFICIAL RECORDS](#).
[APN: 1043-431-07-0-000](#)

The Premises are described and/or depicted as follows: See attached drawings.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to []

Dear Building and Security Staff,

Please be advised that we have signed a lease with [] permitting [] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [] representatives may be seeking access to the property outside of normal business hours. [] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between San Antonio Water Company, a mutual water company having its principal office/residing at 139 N. Euclid Avenue, Upland, CA 91786 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

San Antonio Water Company, a mutual water company

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager
By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Name _____

Notary Public

(Seal)

TENANT ACKNOWLEDGEMENT

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____,
(insert name and title of the officer)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Name _____

Notary Public

(Seal)

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between San Antonio Water Company, a mutual water company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 23, ACCORDING TO MAP OF LANDS OF THE CUCAMONGA HOMESTEAD ASSOCIATION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP SHOWN AS EXHIBIT "A" IN DECREE OF PARTITION RECORDED IN [BOOK 211, PAGES 430](#) AND 431 OF DEEDS, RECORDS OF SAID COUNTY.

EXCEPT THE WEST 40 FEET THEREOF.

THERE IS HEREBY EXCEPTED AND RESERVED FROM SAID LOT 3, BLOCK 23, AND NOT CONVEYED HEREBY, A PARCEL OF LAND (HEREIN CALLED "WELL-SITE NO. 19") WHICH IS SQUARE IN SHAPE, EACH SIDE OF WHICH IS 100 FEET LONG AND RUNS EITHER EAST AND WEST OR NORTH AND SOUTH, AND THE CENTER OF WHICH WELL-SITE NO. 19 IS THE CENTER OF THE TOP OF THE CASING OF AN EXISTING WELL, KNOWN AS "SAN ANTONIO WELL NO. 19", WHICH IS SITUATED APPROXIMATELY 200 FEET WEST OF THE EASTERLY LINE OF SAID LOT 3, AND APPROXIMATELY 100 FEET NORTH OF THE SOUTHERLY LINE OF SAID LOT 3.

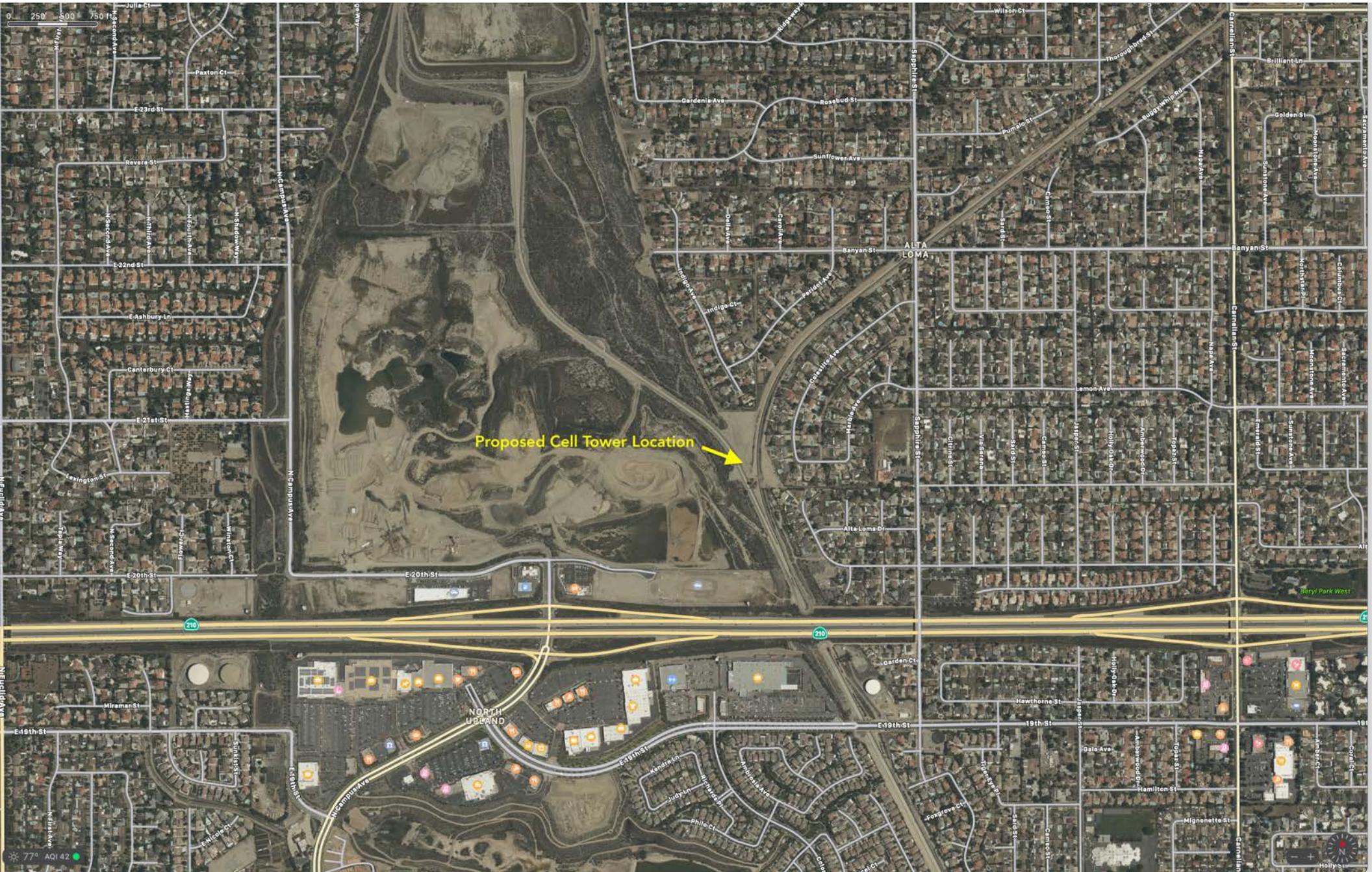
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[APN: 1043-431-07-0-000](#)

The Premises are described and/or depicted as follows: See attached drawings

W-9 FORM

[FOLLOWS ON NEXT PAGE]



Item Title: Award of Contract America's Water Infrastructure Act (AWIA) Emergency Response Plan

Purpose:

To award a professional services contract to WSC Engineering to complete the 2021 AWIA Emergency Response Plan (ERP) for a Time and Material, Not-to-Exceed price of \$33,530.

Manager's Recommendation:

Authorize the General Manager to execute a professional services contract with WSC Engineering to complete the 2021 AWIA ERP (\$33,530).

Background:

From the Federal Environmental Protection Agency...

"On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA Section 2013 requires community (drinking) water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP."

The AWIA Risk and Resiliency Assessment was certified on June 31, 2021.

Staff believes awarding this contract to WSC Engineering provides the best value to the Company because WSC is already working on the Company's Master Plan and recently completed the Company's Geographical Information System (GIS) and AWIA Risk Assessment.

This is the final document required to meet the AWIA legal requirements.

Previous Action:

On March 16, 2021, the Board ratified a contract with WSC to complete the AWIA Risk and Resiliency Assessment.

Impact on Budget:

2021 Budget included \$80,000 for AWIA compliance.

- Contract cost of \$27,975 completed the AWIA Risk and Resiliency Assessment.
- Proposed cost of \$33,530 will complete the AWIA ERP.

Total AWIA contract cost (2 contracts): \$61,505.



July 15, 2021
Brian Lee
San Antonio Water Company
139 N. Euclid Ave.
Upland, CA 91786

SUBJECT: PROPOSAL TO DEVELOP AN AMERICA'S WATER INFRASTRUCTURE ACT COMPLIANT EMERGENCY RESPONSE PLAN

Dear Mr. Lee,

Water Systems Consulting, Inc. (WSC) is pleased to present this proposal to prepare an America's Water Infrastructure Act (AWIA) Emergency Response Plan (ERP) for San Antonio Water Company (SAWCo). We are excited for the opportunity to work alongside SAWCo as you deliver long-term solutions, value, and leadership to the community that you serve. Our hope is that our proposal demonstrates the commitment to quality that we will bring to your team.

Through close coordination with SAWCo, WSC will perform a detailed analysis of your infrastructure to develop the ERP utilizing existing documentation when possible to minimize cost and improve flexibility. WSC will use a proven quality assurance/quality control (QA/QC) program to make sure deliverables meet our high standards and your expectations.

We hope this proposal demonstrates our interest and commitment to SAWCo. If you have any questions on any aspect of this proposal, please feel free to contact WSC's proposed Project Manager, Kirsten Plonka, at (619) 961-0929, or kplonka@wsc-inc.com, or Client Service Manager, Laine Carlson, at (661) 904-1870, or lcarlson@wsc-inc.com. Both Kirsten and Laine are authorized to represent WSC in negotiations, and sign contracts and agreements. Thank you again for your consideration, and we look forward to your response.

Sincerely,

Water Systems Consulting, Inc.

A handwritten signature in black ink that reads "Kirsten Plonka". The signature is written in a cursive, flowing style.

Kirsten Plonka, PE
Project Manager

A handwritten signature in black ink that reads "Laine Carlson". The signature is written in a cursive, flowing style.

Laine Carlson, PE
Client Service Manager

AWIA ERP SCOPE

The following outlines the Scope of Work for the project. The “Scope of Work” is the general format of the project. If SAWCo feels an alternative or creative approach is called for in completing the ERP requirements, WSC can assist SAWCo in making those adjustments.

Task 1.0 Project Management

1.1 Project Administration

- Provide project administration and management, including invoicing and preparation of monthly progress reports. The progress report should summarize the work performed during the period.
- Coordinate with SAWCo as needed throughout the duration of the project via email, phone and conference call. The purpose of this discussion will be to provide regular updates on work performed to date, discuss potential concerns for future work to be performed, review outstanding needs, and discuss action items.

1.2 QA/QC

- Perform comprehensive quality control reviews of all deliverables.

DELIVERABLES: Project Schedule, Monthly Progress Reports.
--

Task 2.0 Emergency Response Plan

2.1 Strategize

- Plan, organize, and conduct one (1) meeting for ERP requirements.

(1) Objectives:

- (a) Review requirements for the emergency response plan.
- (b) Discuss upcoming meetings and stakeholder involvement.

DELIVERABLES: Meeting Agenda

MEETINGS: One (1) Meeting for ERP Requirements.
--

2.2 Plan

- Develop a plan for responding to the specific incident scenarios required by the EPA. These include:

- Review mitigation actions and detection strategies in place at SAWCo.
- Plan, organize, and conduct five (5) work sessions for preparedness measures.

(1) Objectives:

- (a) Develop response procedures for sections required by AWIA.
- (b) Review mitigation actions for sections required by AWIA.
- (c) Discuss detection strategies for sections required by AWIA.

DELIVERABLES: Work Session Agenda and Notes.

WORK SESSIONS: Five (5) Work Session for Preparedness Measures.

2.3 Develop

- Prepare a draft and final ERP document using the existing agency documents, approved tools and methods, and AWIA requirements. SAWCo will review and provide written comments for the draft ERP document. The ERP document will include only sections developed by WSC for AWIA compliance, These comments shall be incorporated into the final ERP document.
- Create draft AWIA required Emergency Response Plan Sections based on existing materials and the RRA. The new ERP should meet the AWIA requirements by addressing:
 - (1) Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.
 - (2) Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water.
 - (3) Actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
 - (4) Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
- Plan, organize, and conduct one (1) meeting for draft plan review.
 - (1) Objectives:**
 - (a) Review draft ERP comments
 - (b) Develop Final ERP Sections
 - (c) Provide directions for certification by December 31, 2021.

DELIVERABLES: Draft and Final ERP Document.

MEETINGS: One (1) Meeting for Draft Plan Review.



Task No. Task Description	WSC						ALL FIRMS
	Project Manager	QA/QC	Project Engineer	Admin	WSC Labor Hours	WSC Labor Fee	Total Fee
	Kirsten Plonka	Haley Lehman	Patricia Olivas	Kay Merrill			
<i>Billing rates, \$/hr</i>	\$255	\$180	\$150	\$145			
0 Project Management							
0.1 Project Administration	8			8	16	\$ 3,200	\$ 3,200
0.2 QA/QC		4			4	\$ 720	\$ 720
SUBTOTAL	8	4	0	8	20	\$ 3,920	\$ 3,920
1 Emergency Response Plan							
1.1 Strategize	12		12		24	\$ 4,860	\$ 4,860
1.2 Plan	30		40		70	\$ 13,650	\$ 13,650
1.3 Develop	20		40		60	\$ 11,100	\$ 11,100
SUBTOTAL	62	0	92	0	154	\$ 29,610	\$ 29,610
COLUMN TOTALS	70	4	92	8	174	\$ 33,530	\$ 33,530

10% mark-up on direct expenses; 15% mark-up for sub-contracted services
 Standard mileage rate \$0.57 per mile (or current Federal Mileage Reimbursement Rate)
 Rates are subject to revision as of January 1 each year.

Item Title: Waterscope Consumption Data

Purpose:

To discuss data being supplied by the Company's new Automatic Meter Reading (AMR) System.

Issue:

Sharing generic system data being collected by the new AMR meters.

Manager's Recommendation:

None.

Background:

In the Fall of 2020 the Board authorized a wholesale replacement of the Company's water meters, both revenue and production meters. The Company focused on installation of the revenue meters during the later part of 2020 and the first part of 2021.

Revenue meter installation was completed in May and the Company has been receiving good results. Staff intends to include this monthly data in the concert calendar of future Board packets. Given that this is the first real world data that is being presented to the Board, staff wanted an opportunity to discuss.

In its Summer 2021 newsletter the Company published information on how shareholders can access the information specific for their account. Staff is working to continue getting this information out to shareholders.

Impact on the Budget:

None

Previous Actions:

None

June 2021 Monthly Waterscope Review Data

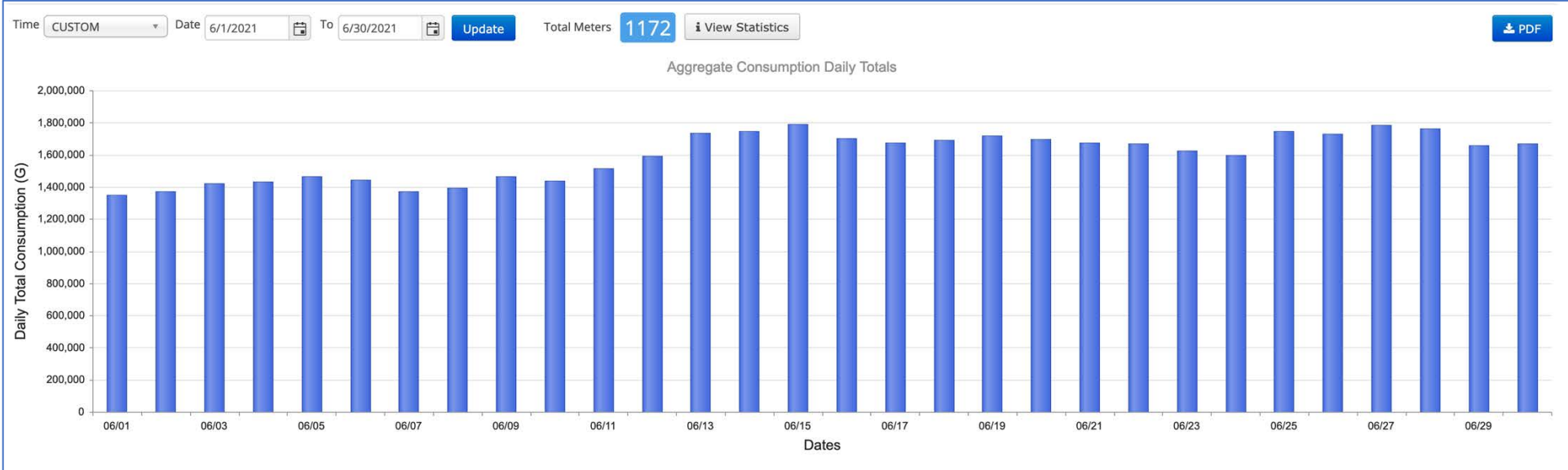


Figure 1 - June 2021 Daily Consumption

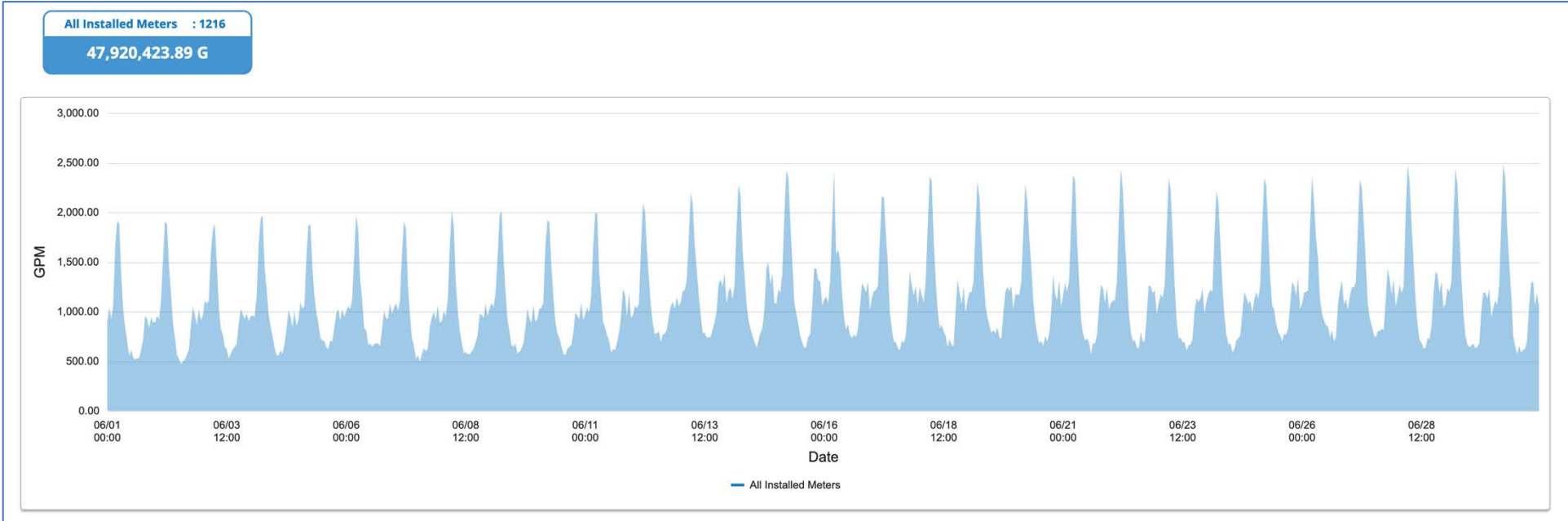


Figure 2 - June 2021 Daily Usage

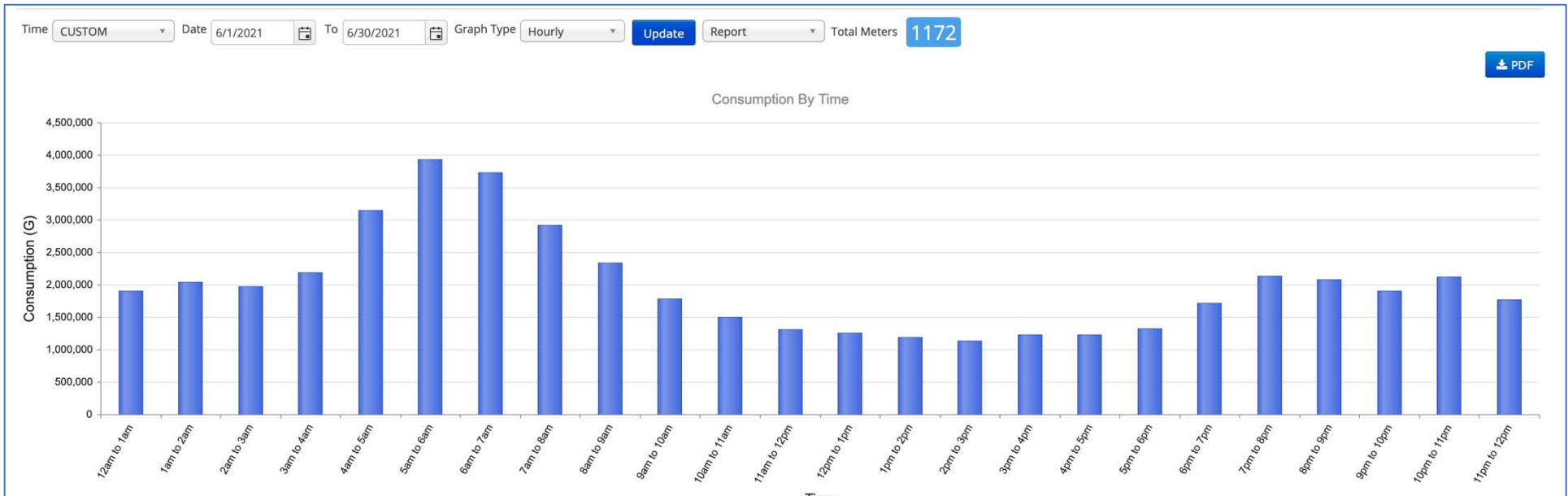


Figure 3 - June 2021 Diurnal Curve

June 2021 Monthly Waterscope Review Data

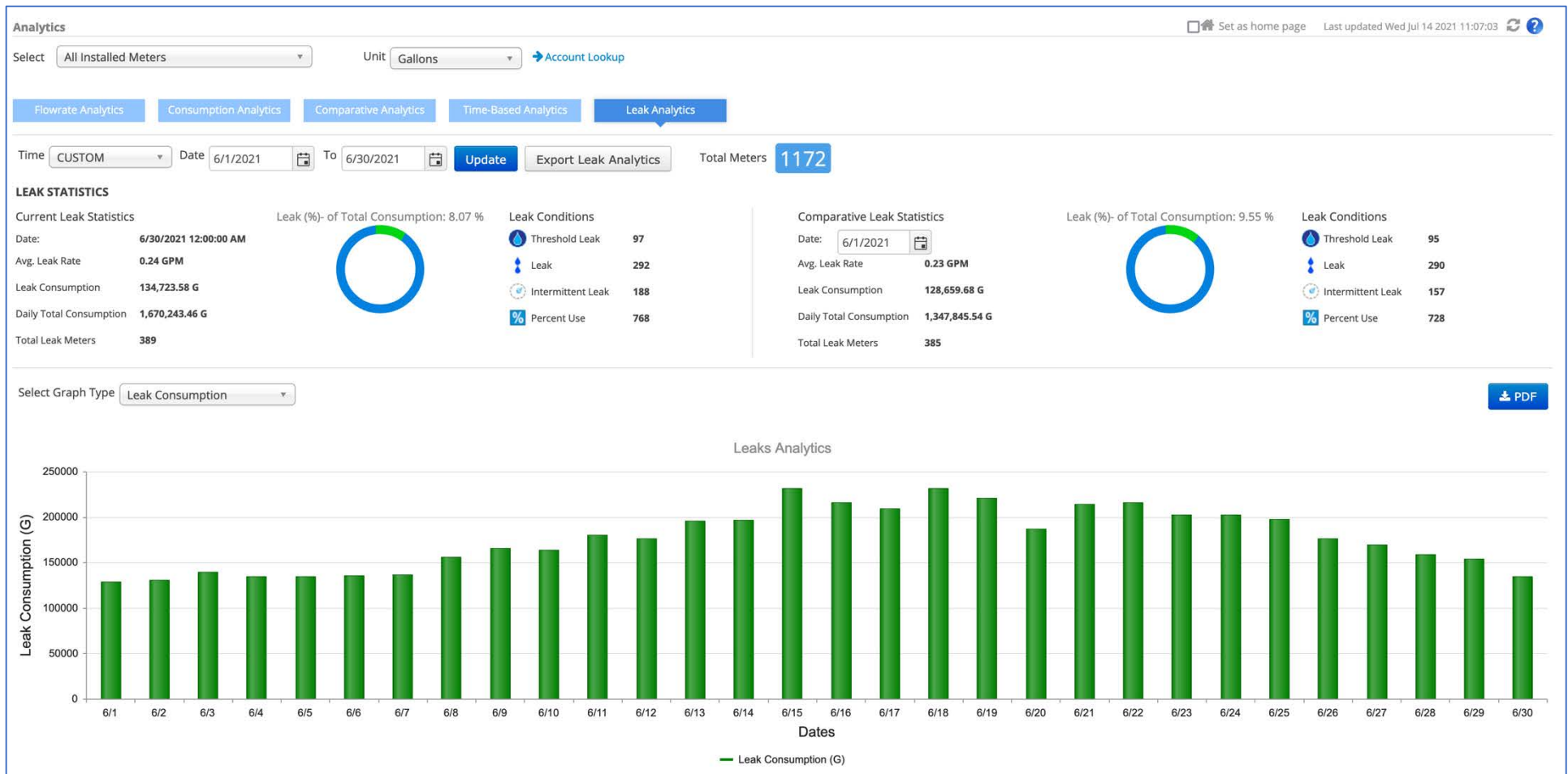


Figure 4 - June 2021 Leak Analysis

Leak - The condition for a leak will trigger should a meter run constantly for 24 consecutive hours. If the Water Scope program recognizes one 5-minute interval with zero consumption, a new 24-hour monitoring cycle is started.

Threshold Leak - The threshold leak condition is triggered like a normal leak but depending on meter size a threshold or minimum flow rate must be maintained over the 24-hour period. As with leaks, dropping below the threshold for 5 minutes will reset the 24-hour interval.

Intermittent Leak - This condition will identify start/stop leaks such as faulty toilet flappers. It looks at an intermittent, continuous flow between two flow rates over a specified period. The reason for the low and high thresholds is to eliminate continuous 24-hour leaks and irrigation systems from triggering the flag.

June 2021 Monthly Waterscope Review Data

Item 6D

Consumer Account Information Set as home page Last updated Wed Jul 14 2021 11:11:43

Account Lookup Manage Segments Electric Meters Enable High Resolution Data

Select All Installed Meters Status All Condition All Size All Search Search Reset Report Import New Installs Total Meters 1216

100 Items per page 1 - 100 of 1216 items

☆	Id	Consumer Name	Address	VN ID	Size (")	Billing Read	24Hr	Min Flow Rate (GPM) ↓	Max Flow Rate (GPM)	Min Temp. (°F)	Read Date	Conditions	
☆	04-0				1	208518	2960.13	13.63	29.02	77	07-14-2021		
☆	05-0				R	126517	903.93	4.55	4.82	62	07-14-2021		
☆	11-0				R	20820	829.68	3.74	11.11	71	07-14-2021		
☆	05-0				R	29698	823.35	3.14	7.91	68	07-14-2021		
☆	06-0				R	34576	949.95	3.04	25.77	68	07-14-2021		
☆	08-0				1	130422	1621.84	2.93	13.5	69	07-14-2021		
☆	10-0				R	9770	532.56	2.5	14.46	71	07-14-2021		
☆	10-0				1	55477	757.71	2.47	12.94	69	07-14-2021		
☆	12-0				R	19530	497.68	2.26	17.76	71	07-14-2021		
☆	01-0				R	11850	357.06	1.73	4.16	66	07-14-2021		
☆	02-0				1	42518	340.77	1.49	4.95	68	07-14-2021		
☆	13-0				R	34051	418.98	1.43	18.05	69	07-14-2021		
☆	03-0				R	12892	481.47	1.42	25.53	69	07-14-2021		
☆	03-0				R	67263	544.47	1.31	11.57	66	07-14-2021		
☆	08-0				1	57825	262.07	1.3	1.43	66	07-14-2021		
☆	06-0				1.5	77111	796.11	1.3	24.61	62	07-14-2021		
☆	02-0				R	13662	329.32	1.24	11.88	69	07-14-2021		
☆	10-0				1	46945	502.16	1.22	19.5	62	07-14-2021		
☆	01-0				1	13525	256.29	1.16	4.19	71	07-14-2021		
☆	01-0				R	88947	649.6	1.16	16.89	77	07-14-2021		
☆	05-0				1	48724	381.87	1.04	16.55	71	07-14-2021		
☆	06-0				R	18831	344.31	1.03	8.08	71	07-14-2021		
☆	04-0				1.5	64064	458.4	1	17.15	66	07-14-2021		
☆	04-0				R	20695	282.72	0.98	18.79	69	07-14-2021		
☆	13-0				R	27201	355.76	0.97	13.49	71	07-14-2021		
☆	12-0				R	25830	299.25	0.93	8.46	71	07-14-2021		

Figure 5 - High Water Leaks for July 13, 2021

Item Title: Water Shortage Contingency Plan

Purpose:

To discuss and possibly act on the Company's Water Shortage Contingency Plan

Issue:

Drought conditions in California are prompting water companies to declare water shortages.

Manager's Recommendation:

The Board should declare the necessity to implement all measures detailed in the Company's Water Shortage Contingency Plan for a "Moderate Shortage Stage".

Background:

The western United States is in the midst of a severe drought. The Governor of California has issued a drought proclamation in May of this year. Local rainfall has been less than half (6 inches) of average (14 inches).

In July San Antonio Canyon surface water flow has dropped below the City of Upland's water treatment plant minimum flow requirements (1.0 MGD or about 700 gpm). The City depends on its treatment plant to receive full entitlement. Being unable to take untreated water from the Company will restrict the City's ability to receive their full entitlement this year. This is not an uncommon situation in summer months. Company staff and City staff are working to shift deliveries as much as possible to help offset the loss of the City's treatment plant.

Given that a major shareholder will be unable to take their full entitlement it seems prudent that the Company move from the lowest water shortage stage to the more restrictive "Moderate Shortage Stage". Additionally, moving to the "Moderate Shortage Stage" will show support for our neighboring water agencies dealing with the trickle-down effect of the States emergency declaration.

Moving to a "Moderate Shortage Stage" will limit shareholders from outdoor water use (irrigation and vehicle washing) except on specified days. Even days for those addresses with an even number as their last digit and odd days for those addresses with an odd last digit. For the most part other restrictions would remain unchanged.

Tunnel flow (treated water) is holding steady. Coupled with available groundwater storage staff does not anticipate difficulty in meeting the water entitlement for its domestic customers (The San Antonio Heights).

If the Board declares a "Moderate Shortage Stage", staff will publish said declaration in a local paper and social media. Additionally, staff is already working on outreach to high-usage shareholders and those shareholders who may have a leak as indicated by Waterscope.

Impact on the Budget:

Unknown. Water conservation in the Heights increases available treated water for sale to the City of Upland.

Worst case scenario: If the treatment plant shut down on July 1st and the Company/City were unable to partially offset untreated water with treated water from another connection the Company would lose about \$168,000 in water sales.

- 1 MGD x 182 days (half a year) = 558 acre-feet
- 558 acre-feet x \$300 acre-foot = \$168,000

Previous Actions:

During the 2021 Budget process, the Company maintained a "Conservation Program – Year Round" stage, the lowest level of the Company's Water Shortage Contingency Plan.

RESOLUTION No. 2006-06-03
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN ANTONIO WATER COMPANY ESTABLISHING PROCEDURES IN THE CASE OF A
WATER SHORTAGE

Entitled

"WATER SHORTAGE CONTINGENCY PLAN"

WHEREAS, the Board of Directors at its regular meeting of _____, 2006, did discuss and establish the protocols and procedures attendant to the conduct of meetings of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED that the San Antonio Water Company establish a plan to respond to water shortages,

WHEREAS, the Board is concerned that our precious water resources are protected so shareholders can expect to receive a reliable supply of quality water on demand; and

WHEREAS, the Board has a responsibility to provide water to its shareholders through the creation and maintenance of the infrastructure necessary to pump, store and distribute water; and

WHEREAS, the Board acknowledges the City of Upland Water Conservation Ordinance No. 1786 and shares the City of Upland's City Council's concern regarding the proper management of our precious water resources to ensure a reliable supply of quality water; and

WHEREAS, the San Antonio Water Company periodically needs supplemental water supply service from the City of Upland, which in accordance with City of Upland Ordinance No. 1786, as a prerequisite for receiving water supply service from the City of Upland, requires the implementation of water conservation measures; and

WHEREAS, the Board has adopted a resolution to water conservation,

NOW, THEREFORE, THE SAN ANTONIO WATER BOARD, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

I. GENERALLY

- A. Declaration of policy. It is hereby declared that because of the water conditions prevailing in the Water Company service area, the general welfare requires that the water resources available to the Water Company, Region and State be put to the maximum beneficial use, that the waste or unreasonable use of water be prevented, and that the conservation of water is to be encouraged at all times.
- B. Authorization. The General Manager shall request the Board to declare that demand for water is anticipated to be in excess of supply, immediately after it appears that such a situation exists or is threatened, if the Board is in session. If the Board is not in session, the General Manager immediately cause a request for a special meeting of the Board to be delivered to each Board Member who can be located. The Board shall have the power to declare the necessity to implement the applicable provisions of this part when in their opinion the demand for water consumption exceeds the Water Company's available supply (allowing for a safe reserve), or threatens to do so, provided there are no immediate resources available to remedy the situation. Said declaration shall be made by public announcement and shall be published in a newspaper of general circulation and shall become effective immediately upon such publication.
- C. Application. The provisions of this chapter shall apply to all shareholders, customers within the Water Company's service area, or property serviced by the Water Company wherever situated.

II. CONSERVATION PROGRAM-YEAR ROUND STAGE

A. The following activities are hereby prohibited:

- 1.0 The washing of sidewalks, walkways, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety;
 - a. Excessive or unreasonable run off of water or unreasonable spray of the areas being watered. Every shareholder is deemed to have his/her water system under control at all times, to know the manner and extent of this water use and any run off, and to employ available alternatives to apply irrigation water in a reasonably efficient manner;
- 2.0 Allowing, permitting or causing the escape of water through breaks or leaks within the customers plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of seventy-two (72) hours after the customer discovers such a break or leak or receives notice from the Water Company of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak;
- 3.0 Outdoor irrigation of landscape by sprinklers during the hours of 10:00 a.m. to 6:00 p.m. Shareholders are encouraged to avoid the use of sprinklers on windy days. Irrigation by hand held hose, drip irrigation, hand held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, and alleys or storm drains;
- 4.0 Washing of automobiles, trucks, trailers, boats, and other types of equipment (mobile or otherwise) unless done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff. However, this section does not apply to the washing of the above-listed vehicles or mobile equipment when conducted on the immediate premises of a commercial carwash;
- 5.0 With respect to eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, cafe, cafeteria, bar or club, whether public or private, that benefits from the supply of water by the Water Company shall not provide drinking water to any person unless expressly requested.

B. Exceptions: None of these restrictions shall apply to the following:

- 1.0 The routine and necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as construction projects and for the cleaning of streets to prevent debris and harmful substances from entering water systems via storm drains;
- 2.0 The necessary use of water for the routine maintenance, repair or construction of distribution and water supply facilities, residential and commercial plumbing and permanently installed landscaped irrigation systems.
- 3.0 Available non-potable water which is only delivered for irrigation purposes and/or not available for distribution by current Water Company production and conveyance facilities.

III. MODERATE SHORTAGE STAGE

- A. In the event the Board determines that the measures outlined above fail to produce a sufficient reduction in demand so as to produce a sufficient supply, the use of water within the Water Company's service area shall be additionally restricted and the

following provisions shall become effective upon a declaration by the Board and publication of same as follows:

- 1.0 The washing of sidewalks, walkways, driveways, public and private parking areas and all other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety;
 - a. Excessive or unreasonable run off of water or unreasonable spray of the areas being watered is prohibited. Every customer is deemed to have his/her water system under control at all times, to know the manner and extent of this water use and any run off, and to employ available alternatives to apply irrigation water in a reasonably efficient manner;
- 2.0 Allowing, permitting or causing the escape of water through breaks or leaks within the customers plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of seventy-two (72) hours after the customer discovers such a break or leak or receives notice from the Water Company of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak;
- 3.0 Outdoor irrigation of landscape by sprinklers is permitted only on even days of the month for those locations having a street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on odd days of the month for those locations having a street address with an odd last digit. No outdoor irrigation shall take place between the hours of 10:00 a.m. and 6:00 p.m. Irrigation by hand held hose, drip irrigation, hand held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains;
- 4.0 Washing of vehicles, trailers, boats, and mobile equipment:
 - a. The washing of automobiles, trucks, trailers, boats, and other types of equipment (mobile or otherwise) is prohibited except on the designated outdoor water use days between the hours of 12:00 midnight to 12:00 noon and sundown to 12:00 midnight. Such washing, when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff;
 - b. No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved county standards with equipment to recycle water for use within their facility;
 - c. Nonprofit and community based organizations' fundraising car washes shall be allowed, provided they are otherwise in accordance with all other provisions of a permit to operate a nonprofit carwash.
- 5.0 With respect to eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, cafe, cafeteria, bar or club, whether public or private, that benefits from the supply of water by the Water Company shall not provide drinking water to any person unless expressly requested.
- 6.0 The refilling or adding of water to swimming pools is prohibited except on designated outdoor water use days, which is restricted between the hours of 10am and 6 pm.
- 7.0 Any non-business, operation related pond, ornamental fountain or other structure making similar use of water is prohibited.

- 8.0 The irrigation of golf course fairways is prohibited. This section shall not apply to the irrigation of any golf course solely with available non-potable or reclaimed wastewater.
 - 9.0 The use of water from fire hydrants shall be limited to firefighting and emergency related activities and/or other activities necessary to maintain the health, safety, and welfare of the citizens of the San Antonio Water Company's service area. This restriction shall not apply to businesses, which require the use of water for land development and building construction processes with prior written approval by the Water Company.
- B. Exceptions: None of the moderate shortage restrictions shall apply to the following uses of water:
- 1.0 The routine and necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as construction projects and for the cleaning of streets to prevent debris and harmful substances from entering water systems via storm drains;
 - 2.0 The routine and necessary use of water, other than for landscape irrigation, for land development (e.g., roadway base preparation, flushing of utility lines, dust control, concrete and asphalt work) and for building construction processes;
 - 3.0 The necessary use of water for the routine maintenance and/or repair or construction of water distribution facilities, residential and commercial plumbing and permanently installed landscape irrigation systems;

IV. CONSERVATION PROGRAM-HIGH SHORTAGE STAGE

- A. In the event the Board determines that the measures fail to produce a sufficient reduction in demand so as to produce a sufficient supply, the use of water within the Water Company's service area shall be additionally restricted and the following provisions shall become effective upon a declaration by the Board and publication of same as follows:
- 1.0 The washing of sidewalks, walkways, driveways, public and private parking areas and other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety is prohibited;
 - a. Excessive run off of water or unreasonable spray of the areas being watered is prohibited. Every customer is deemed to have his/her water system under control at all times, to know the manner and extent of this water use and any run off, and to employ available alternatives to apply irrigation water in a reasonably efficient manner;
 - 2.0 Allowing, permitting or causing the escape of water through breaks or leaks within the customers plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of seventy-two (72) hours after the customer discovers such a break or leak or receives notice from the Water Company of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak;
 - 3.0 Outdoor irrigation of landscape by sprinklers is permitted only on Wednesday and Sunday for those locations having street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on Tuesday and Saturday for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on Wednesday and Sunday if located west of San Antonio Avenue or only on Tuesday and Saturday if located east of San Antonio Avenue. No outdoor irrigation shall take place between 6:00 a.m. until one (1) hour before sundown. Irrigation by hand held hose, drip irrigation, or hand held bucket or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In

no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains;

4.0 Washing of vehicles, trailers, boats and mobile equipment:

- a. The washing of automobiles, trucks, trailers, boats, airplanes and other types of equipment (mobile or otherwise) is prohibited except on the designated outdoor water use days between the hours of 12:00 midnight to 12:00 noon and sundown to 12:00 midnight. Such washing, when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use to ensure the water supply is shutoff;
- b. No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved county standards with equipment to recycle water for use within their facility;
- c. Trucks, trailers and other types of mobile equipment (such as garbage trucks and vehicles used to transport food and other perishables) when said washing is necessary in order to protect the health, safety and welfare of the public, shall be restricted to the hours of sundown to noon. Such washing, when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use;
- d. Nonprofit and community based organizations' fundraising car washes shall be allowed, provided they are otherwise in accordance with all other provisions of the appropriate agency with that jurisdiction and this section, and have obtained the necessary permits to operate a nonprofit carwash. Such activities shall be limited to no more than two (2) times in one (1) month. Permit shall become void upon the effective date of the declaration of severe shortage.

5.0 All eating and drinking establishments of any kind whatsoever including, but not limited to, any restaurant, hotel, cafe, cafeteria, bar or club, whether public or private, shall only provide drinking water to any person unless expressly requested.

6.0 The refilling or adding of water to existing swimming pools is prohibited except on designated outdoor water use days. New pool construction filling shall be by permit only.

7.0 Any non-business, operation related pond, ornamental fountain or other structure making similar use of water is prohibited.

8.0 The waters of golf course tee areas and fairways are prohibited unless done with reclaimed wastewater or non-potable water.

9.0 The use of water from fire hydrants shall be limited to firefighting and emergency related activities and/or other activities necessary to maintain the health, safety, and welfare of the citizens of the San Antonio Heights. This restriction shall not apply to businesses, which require the use of water for land development and building construction processes, pursuant to prior written approval by the Water Company.

B. Exceptions: None of the high shortage restrictions shall apply to the following uses of water provided there is prior written approval by the Board:

1.0 The routine and necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as construction projects and for the cleaning of streets to prevent debris and harmful substances from entering water systems via storm drains;

2.0 The routine and necessary use of water, other than for landscape irrigation, for land development (e.g., roadway base preparation, flushing of utility lines, dust control, concrete and asphalt work) and for building construction processes;

- 3.0 The necessary use of water for the routine maintenance and/or repair or construction of water distribution facilities, residential and commercial plumbing and permanently installed landscape irrigation systems;

V. CONSERVATION PROGRAM – SEVERE SHORTAGE STAGE

- A. In the event the Board of Directors determines that the measures fail to produce a sufficient reduction in demand so as to produce a sufficient supply, then the use of water within the Company's service area shall be additionally restricted and the following provisions shall become effective upon a declaration by the Board of Directors and publication of same as follows:

- 1.0 The washing of sidewalks, walkways, driveways, public and private parking areas and other impervious hard surfaced areas by direct hosing when runoff water directly flows to a gutter or storm drain, except as may be necessary to properly dispose of flammable or other dangerous liquids or substances, wash away spills that present a trip and fall hazard, or to prevent or eliminate materials dangerous to the public health and safety is prohibited;
 - a. Excessive run off of water or unreasonable spray of the areas being watered is prohibited. Every customer is deemed to have his/her water system under control at all times, to know the manner and extent of this water use and any run off, and to employ available alternatives to apply irrigation water in a reasonably efficient manner;
- 2.0 Allowing, permitting or causing the escape of water through breaks or leaks within the customers plumbing or private water distribution system for any substantial period of time within which such break or leak should reasonably have been discovered and corrected. It shall be presumed that a period of seventy-two (72) hours after the customer discovers such a break or leak or receives notice from the Water Company of a break or leak, is a reasonable time within which to correct such break or leak, or, at a minimum, to stop the flow of water from such break or leak;
- 3.0 Outdoor irrigation of landscape by sprinklers is permitted only on Sunday for those locations having street address with an even last digit. Outdoor irrigation by sprinklers is permitted only on Saturday for those locations having a street address with an odd last digit. Outdoor irrigation for locations not having a street address shall occur on Sunday if located west of San Antonio Avenue or only on Saturdays if located east of San Antonio Avenue. No outdoor irrigation shall take place between 6:00 a.m. until one (1) hour before sundown. Irrigation by hand held hoses, drip irrigation, or hand held bucket, or similar container or by use of a cleaning machine equipped to recycle any water used are permitted anytime. In no event shall any water so used be permitted to run off into adjacent property, streets, alleys or storm drains;
- 4.0 Washing of vehicles, trailers, boats, and mobile equipment.
 - a. The washing of automobiles, trucks, trailers, boats, and other types of equipment (mobile or otherwise) is prohibited except as provided elsewhere in this section;
 - b. No individual, firm or business that regularly washes vehicles for remuneration or provides facilities for customers to do so through coin operated machinery shall be permitted to operate such a business unless their place of business is equipped and operating to approved county standards with equipment to recycle water for use within their facility. Washing of vehicles in such facilities shall occur only between the hours of 6:00 a.m. and 12:00 noon;
 - c. Trucks, trailers, and other types of mobile equipment (such as garbage trucks and vehicles used to transport food and other perishables) when said washing is necessary in order to protect the health, safety and welfare of the public, shall be restricted to the hours of sundown to 12:00 noon. Such washing when allowed, shall be done with a hand held bucket or hand held hose equipped with a positive shutoff nozzle for quick rinses. The nozzle shall be removed when the hose is not in use.

- 5.0 All eating and drinking establishments of any kind including, but not limited to, any restaurant, hotel, cafe, cafeteria, bar or club, whether public or private, shall only provide drinking water to any person unless expressly requested.
- 6.0 The refilling or adding of water to existing swimming pools is prohibited except on designated outdoor water use days. New pool construction filling shall be by permit only.
- 7.0 Any non-business, operation related pond, ornamental fountain or other structure making similar use of water is prohibited.
- 8.0 The watering of golf course tee areas and fairways is prohibited unless done with reclaimed wastewater.

VI. IMPLEMENTATION

- A. In case of severe water shortage, which could occur due to a catastrophic failure of any of the Water Company's key water supply sources (i.e. SAWCo Tunnel) would result in an emergency meeting with the Board to set the appropriate reduction of entitlement per share effective upon a declaration by the Board of Directors and publication of same.
- B. The Board shall review special cases, which cannot follow the letter of this part for recommendation to the Board who may grant variances.
 - 1.0 A variance shall be granted only for reasons of economic hardship, which is defined as a threat to an individual business's primary source of income. (Under no circumstances shall inconvenience or the potential for damage of landscaping be considered an economic hardship, which justifies a variance.) The Board shall recommend only the implementation of equitable water use restrictions, which further the purpose and intent of the water conservation plan. The special water use restrictions recommended by the Board of Directors in each case shall be set forth on the face of the variance, permit or compliance agreement. A nonrefundable fee of fifty dollars (\$50.00) per permit application for all requests shall be assessed to reimburse the Water Company for administrative costs.
 - 2.0 A variance or permit issued under moderate shortage shall not be valid upon implementation of high or severe shortage stages unless the permit specifically addresses either or both of those stages upon initial issuance. Said multi-stage permit would have to reflect significant additional savings of water, or nonuse of water, under progressively more critical shortage stages. A variance or permit shall expire under its own terms and conditions and/or when another water conservation stage is in effect.
 - a. Exception: If, within the period of the permit, the conservation stage for which the permit was originally issued is reinstated, the permit will be considered valid until the original expiration date, as long as that conservation stage is in effect.
 - 3.0 Any person, corporation or association who is issued a variance or permit and makes use of water pursuant to said variance, permit or compliance agreement shall provide proof of said variance, permit or compliance agreement upon demand by any person authorized by the Water Company.
 - 4.0 Upon findings of non-compliance of a shareholder of any provision of this part, will cause revocation of any permit, variance, or compliance agreement previously granted. However, the applicant shall be notified of the proposed revocation five (5) working days before taking such action, and applicant shall be given the opportunity to be heard by the Board.

VII. ADDITIONAL ASSESSMENT FOR VIOLATION OF THIS RESOLUTION

A. Guidelines.

- 1.0 Any shareholder who uses water provided by the Water Company knowingly use, or permit the use of water in a manner contrary to any provision of this part, or in an amount in excess of that use permitted by the provisions of this resolution or that is reasonably necessary to satisfy the water usage need shall be found in non-compliance with this resolution and assessed the following:
 - a. If found in non-compliance of this resolution for a first occurrence during any calendar year or declared conservation stage, whichever time period is shorter in duration shall be assessed \$50;
 - b. If found in non-compliance of this resolution for a second occurrence during any calendar year or declared conservation stage, whichever time period is shorter in duration shall be assessed \$100;
 - c. If found in non-compliance of this resolution for a third occurrence or more during any calendar year or declared conservation stage, whichever time period is shorter in duration shall be assessed \$500.
- 2.0 In addition to the above, the General Manager is hereby empowered to enact other restrictive measures that are intended to abate the conductor circumstances comprising the occurrence, including but not limited to the following: placement of a flow restricting device upon the water service, locking off of water meter, removal of water meter, and shutting off of the service line valve.

VIII. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Resolution shall nonetheless remain in full force and effect. The shareholders of the Water Company hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Resolution, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions of this Resolution be declared invalid or unenforceable.

The foregoing ordinance was PASSED, APPROVED AND ADOPTED by the Board of Directors of the San Antonio Water Company on the 17th day of ~~October~~ September, 2006.

Tom Thomas
Tom Thomas, President

ATTEST:

Ken Willis
Ken Willis, Secretary

I, Ken Willis, Secretary of the San Antonio Water Company Board of Directors, Upland, California, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Board of Directors of the San Antonio Water Company held on the 17th day of ~~October~~ September, 2006, and was adopted at a regular meeting of the Water Company Board of the San Antonio Water Company on the 17th day of ~~October~~ September, 2006, by the following roll call vote:

AYES: 6
NOES: 0
ABSENT: 1
ABSTAINED: 0

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

Item 6E

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment, and economy, and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS recent warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in a historic and unanticipated estimated reduction of 500,000 acre feet of water – or the equivalent of supplying water for up to one million households for one year – from reservoirs and stream systems, especially in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS the extreme drought conditions through much of the State present urgent challenges, including the risk of water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, degraded habitat for many fish and wildlife species, threat of saltwater contamination of large fresh water supplies conveyed through the Sacramento-San Joaquin Delta, and additional water scarcity if drought conditions continue into next year; and

WHEREAS Californians have saved water through conservation efforts, with urban water use approximately 16% below where it was at the start of the last drought years, and I encourage all Californians to undertake actions to further eliminate wasteful water practices and conserve water; and

WHEREAS on April 21, 2021, I issued a proclamation directing state agencies to take immediate action to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems, and proclaiming a State of Emergency to exist in Mendocino and Sonoma counties due to severe drought conditions in the Russian River Watershed; and

WHEREAS additional expedited actions are now needed in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Klamath River Watershed Counties (Del Norte, Humboldt, Modoc, Siskiyou, and Trinity counties), the Sacramento-San Joaquin Delta Watershed Counties (Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba counties), and the Tulare Lake Watershed Counties (Fresno, Kern, Kings, and Tulare counties) to ensure the protection of health, safety, and the environment; and

WHEREAS under Government Code Section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under Government Code Section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions statewide, and under Government Code Section 8571, I find that strict compliance with various statutes and regulations specified in this proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties due to drought.

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021 Proclamation remain in full force and effect, except as modified. State agencies shall continue to implement all directions from that proclamation and accelerate implementation where feasible.
2. To ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
3. To support voluntary approaches where hydrology and other conditions allow, the Department of Water Resources and the State Water Resources Control Board (Water Board) shall expeditiously consider requests to move water, where appropriate, to areas of need, including requests involving voluntary water transfers, forbearance agreements, water exchanges, or other means. Specifically, the Department of Water Resources and Water Board shall prioritize transfers that retain a higher percentage of water in upstream reservoirs on the Sacramento, Feather, and American Rivers for release later in the year. If necessary, the Department of Water Resources shall request that the Water Board consider changes to water rights permits to enable such voluntary movements of water. For actions taken in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, the following requirements of the Water Code are suspended:
 - a. Section 1726(d) requirements for written notice and newspaper publication, provided that the Water Board shall post notice on its website and provide notice through electronic subscription services where interested persons can request information about temporary changes; and

- b. Section 1726(f) requirement of a 30-day comment period, provided that the Water Board shall afford a 15-day comment period.
4. To ensure adequate, minimal water supplies for purposes of health, safety, and the environment, the Water Board shall consider modifying requirements for reservoir releases or diversion limitations—including where existing requirements were established to implement a water quality control plan—to conserve water upstream later in the year in order to protect cold water pools for salmon and steelhead, improve water quality, protect carry over storage, or ensure minimum health and safety water supplies. The Water Board shall require monitoring and evaluation of any such changes to inform future actions. For actions taken in the Sacramento-San Joaquin Delta Watershed Counties pursuant to this paragraph, Water Code Section 13247 is suspended.
5. To ensure protection of water needed for health, safety, and the environment in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties, the Water Board shall consider emergency regulations to curtail water diversions when water is not available at water right holders' priority of right or to protect releases of stored water. The Department of Water Resources shall provide technical assistance to the Water Board that may be needed to develop appropriate water accounting for these purposes in the Sacramento-San Joaquin Delta Watershed.
6. To ensure critical instream flows for species protection in the Klamath River and Sacramento-San Joaquin Delta Watersheds, the Water Board and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, and other native fishes in critical streams systems in the State and work with water users and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum drought instream flows.
7. Operative paragraph 4 of my April 21, 2021 Proclamation is withdrawn and superseded by the following, which shall apply to the Russian River Watershed identified in my April 21, 2021 Proclamation as well as the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watershed Counties:

To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife, and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:

- a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
- b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
- c. Recommend additional financial support for groundwater substitution pumping to support Pacific flyway habitat needs in the lower Sacramento River and Feather River portions of the Central Valley in the Fall of 2021.

8. Consistent with operative paragraph 13 of my April 21, 2021 Proclamation, the Department of Water Resources shall take actions, if necessary, to implement plans that address potential Delta salinity issues. Such actions may include, among other things, the installation and removal of, Emergency Drought Salinity Barriers at locations within the Sacramento-San Joaquin Delta Estuary. These barriers shall be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for human health and safety uses. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals needed to install Emergency Drought Salinity Barriers. For actions taken pursuant to this paragraph, Section 13247 and the provisions of Chapter 3 (commencing with Section 85225) of Part 3 of Division 35 of the Water Code are suspended.
9. To support the movement of water from areas of relative plenty to areas of relative scarcity in the Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties, the Department of Water Resources shall expedite the consideration and, where appropriate, the implementation of pump-back delivery of water through the State Water Project on behalf of local water agencies.
10. To proactively prevent situations where a community runs out of drinking water, the Water Board, the Department of Water Resources, the Office of Emergency Services, and the Office of Planning and Research shall assist local agencies in identifying acute drinking water shortages in domestic water supplies, and shall work with local agencies in implementing solutions to those water shortages.
11. For purposes of carrying out or approving any actions contemplated by the directives in operative paragraphs 3, 4, 5, 6, 8, and 9, the environmental review by state agencies required by the California Environmental Quality Act in Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in the Klamath River, Sacramento-San Joaquin Delta and Tulare Lake Watershed Counties. For purposes of carrying out the directive in operative paragraph 10, for any (a) actions taken by the listed state agencies pursuant to that directive, (b) actions taken by a local agency where the Office of Planning and Research concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought in counties where the Governor has proclaimed a drought state of emergency. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
12. To ensure transparency in state agency actions, the Water Board and Department of Water Resources will maintain on their websites a list of the activities or approvals by their agencies for which provisions of the Water Code are suspended under operative paragraphs 3, 4, or 8 of this proclamation.

13. To ensure that posting and dissemination of information related to drought emergency activities is not delayed while accessible versions of that information are being created, Government Code Sections 7405 and 11546.7 are hereby suspended as they pertain to the posting of materials on state agency websites as part of responding to the drought emergency, provided that any state agencies failing to satisfy these code sections shall make and post an accessible version on their websites as soon as practicable.

This proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 10th day of May 2021.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State