

BOARD OF DIRECTORS REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

JANUARY 28, 2025 Regularly Scheduled Board Meeting - 5:15PM Closed Session to Precede the Regular Session – 4:45PM

IN PERSON PUBLIC ACCESS TO DISTRICT MEETINGS IS AVAILABLE AND REMOTE ACCESS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

https://us06web.zoom.us/j/85410511632?pwd=m7b6cIR3kd28ikFRJbA0FWkEpwTpc0.1 Passcode: SSCWD

Or Telephone: Dial + 1 (669) 444-9171 and when prompted enter Meeting ID: 854 1051 1632 Dial in Passcode: 738663

HEALTH AND SAFETY GUIDELINES

Public access to this meeting is provided both in person and through electronic viewing. Virtual meeting access will continue to be provided as a public convenience until further notice by the District Board. Remote viewing interruptions due to internet quality, power outages or other factors may occur and will not stop the meeting while a quorum is present in the Board Room; To ensure the health, safety, and welfare of those in attendance, all attendees must comply with any procedures/instructions announced by the Board of Directors or as directed by Staff prior to commencement of the meeting. Face coverings will be provided if health concerns dictate and will be made available upon request. The meeting will be available through Zoom for those who wish to join remotely. Anyone requiring accommodation may contact the Main Office at: (831) 637-4670 a minimum of 24 hrs prior to the start of the meeting.

Mission Statement:

"Our Mission is to provide safe, reliable, and high-quality water and wastewater services to our customers and all future generations in an environmentally and financially responsible manner."

January 28, 2025 Regular Board Meeting - 5:15PM

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л.	CALL	\cdot	ONDEN	- NVLL	CALL

President Alcorn	, Vice President Buz	zzetta,	
Director Brown	, Director Mauro	, and Director Martinez	

B. PUBLIC COMMENT ON CLOSED SESSION MATTERS – Members of the public may address the Board on the item or items listed on the Closed Session agenda, with a time limit of three minutes per speaker.

CLOSED SESSION

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

<u>Conference with Legal Counsel</u> – Potential Litigation (§ 54956.9(b))

- a. CVRA Demand Letter Shenkman & Hughes, PC
- b. San Benito Foods operation and maintenance contract

REGULAR SESSION

- D. PLEDGE OF ALLEGIANCE
- E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION
 - 1. <u>Conference with Legal Counsel</u> Potential Litigation (§ 54956.9(b))
 - a. CVRA Demand Letter Shenkman & Hughes, PC
 - b. San Benito Foods operation and maintenance contract
- **F. APPROVAL OF AGENDA** Any requests to postpone consideration of an agenda item or move an item forward on the agenda will be considered at this time.
- G. PUBLIC COMMENTS and AUDIENCE INTRODUCTIONS The public may comment¹ on any District business, not on the agenda, with a time limit of three minutes per speaker. To make a public comment in person please fill out a "Speaker Card" and return to the Minutes Clerk prior to speaking. When virtual meeting access is provided, please use the "hand-raise" feature and you will be called upon to speak. No action may be taken by the Board during the public comment period.

- H. CONSENT AGENDA Members of the Board and/or members of the public may pull matters from the Consent Agenda. Any matter pulled from the Consent Agenda requiring action shall be moved to New Business and treated as a matter of new business, or for matters needing clarification shall be moved to Staff Reports and addressed by the respective staff. The public may address the Board² on these items, not to exceed 3 minutes, when the Board reviews each pulled item.
 - 1. Approve Minutes of the Board
 - Regular Board Meeting December 17, 2024 (page 1)
 - 2. Receive and Accept Allowance of Claims for Disbursements from December 1, 2024, Through December 31, 2024. (page 8)
 - 3. Receive and Accept Engineering Services Monthly Status Report (page 12)
 - 4. Receive and Accept Finance Manager Monthly Status Reports:

a)	Narrative Report	(page 14)
b)	Operation Summary	(page 21)
c)	Statement of Income	(page 25)
d)	Investment Summary	(page 27)
e)	Board Designated Reserves	(page 28)

5. Receive and Accept Superintendent Monthly Status Reports:

a)	Maintenance	(page 29)
b)	Groundwater Level Measurement	(page 34)
c)	City Meter Reading	(page 35)

- 6. Receive and Accept General Manager Monthly Status Report. (page 36)
- I. NEW BUSINESS The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board² on these items as the Board reviews each item when directed to do so.
 - 1. Adoption Of Resolution Of Intent No. 607 To Transition From At-Large To By-District Elections And Acceptance Of The Timeline For Completion. (Not A Project Under CEQA Per Article 20, Section 15378) (page 37)

January 28, 2025 Regular Board Meeting - 5:15PM

- Authorize And Approve The Phase II Aeration System Blower Replacement Project
 To Purchase And Install A Second Rotary Lobe Blower At The Ridgemark
 Wastewater Treatment Plant For A Cost Not To Exceed \$125,000 (California
 Environmental Quality Act Title 19 Categorically Exempt, §15301 Maintenance
 of Existing Facilities.) (page 42)
- 3. Board Discussion And Annual Goal Setting/Strategic Planning Meeting (Not A Project Per CEQA Article 20, Section 15378). (Page 57)

J. STATUS REPORT

- 1. Governance Committee (JB, MA) (No Meeting)
- 2. Water / Wastewater Committee (DB, OM) (No Meeting)
- 3. Finance Committee (MA, EM) (No Meeting)
- 4. Policy and Procedure Committee (DB, JB)– (No Meeting)
- 5. Personnel Committee (EM, OM) (No Meeting)
- 6. Water Resources Association of San Benito County (JB, Alt. OM) (Scheduled Meeting Feb. 6th)

K. BOARD and STAFF REPORTS

- 1. Directors
- 2. District Counsel
- 3. General Manager General Manager Report (Oral Report)

L. FUTURE AGENDA ITEMS

M. ADJOURNMENT

Upon request, Sunnyslope County Water District (SSCWD) will make a reasonable effort to provide written agenda materials in appropriate alternative formats, languages or disability-related modification or accommodation, including auxiliary aids or services, to enable all individuals to participate in public meetings. SSCWD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service as soon as possible in advance of the meeting.

January 28, 2025 Regular Board Meeting - 5:15PM

Next Regular Board Meeting – February 25, 2025 @ 5:15 p.m., District Office

AGENDA DEADLINE: February 19 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County - February 6, 2025 @ 4pm

¹ The person speaking is requested to fill out a speaker card stating items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. A limit of three (3) minutes per speaker is requested to allow others an opportunity to comment. Board members may ask questions of the speaker, but no action may be taken, and no discussion may be held on non-agenized items raised by the public. The General Manager may refer the matter to the proper personnel for review.

² The person speaking is requested to fill out a speaker card stating their name, address, and items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. Please limit your comment to three (3) minutes. Please step up to and speak at the podium.

MINUTES

Regular Meeting of the Board of Directors of the

SUNNYSLOPE COUNTY WATER DISTRICT December 17th, 2024

- **A. CALL TO ORDER:** The meeting was called to order at 5:17 p.m. by President Mauro, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.
 - **ROLL CALL: Present in Person:** President Edward Mauro (EM), Director Dee Brown (DB), Director Jerry Buzzetta (JB), Director Michael Alcorn (MA).
- B. PUBLIC COMMENTS ON CLOSED SESSION MATTERS: No Closed Session Items.
- C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:
 - 1. None
- **D. PLEDGE OF ALLEGIANCE:** Director Brown led those in attendance in the Pledge of Allegiance.
- E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION:
 - November 19, 2024, Regular Meeting- Public Employee Performance Review (§ 54957)
 Closed session noticed at last month's meeting was recessed and then continued to the end of the regularly scheduled board meeting on November 19th, 2024. No reportable action taken.
- **F. APPROVAL OF AGENDA:** President Mauro requested a motion to approve the agenda. Director Brown motioned to approve the agenda, seconded by Director Alcorn, for which President Mauro took a roll call vote as follows: (DB), yes; (MA), yes; (JB), yes; and (EM), yes; the motion carried 4-0.
- G. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. Julian Rogers, President of Best Roads Mutual Water Company, expressed his gratitude to the Board and Sunnyslope staff for their efforts in the consolidation process.
 - Staff Present for Open Session: In Person: General Manager/Secretary Drew A. Lander, Executive Assistant/Stenographer Madison Koester, Principal Engineer Robert Hillebrecht, Assistant Finance Manager Dana Sullivan, Water/Wastewater Superintendent Jose Rodriguez.

H. CONSENT AGENDA:

- Approval of Minutes for: Regular Board Meeting of November 19th, 2024.
- 2. Allowance of Claims The Board reviewed the Disbursement Summary (below) for the period of November 1, 2024 through November 30, 2024, totaling \$1,666,418.57 which includes \$298,648.22 for payments to vendors, \$443,138.11 for Payroll, \$465,044.15 paid to the

City of Hollister for collection of City sewer billings (net of our fees), and \$812.45 for customer refunds.

Date	Number	Name	Amount
11/1/2024	JN00679	Net Pay	72,483.89
11/1/2024	JN00679	Total Tax	18,701.00
11/4/2024	53134	A Tool Shed	1,008.45
11/4/2024	53135	Ace Hardware (Johnson Lumber Co.)	58.96
11/4/2024	53136	Amazon Capital Services	307.30
11/4/2024	53137	Auto Tech Service Center, Inc.	230.00
11/4/2024	53138	Brenntag Pacific, Inc.	12,410.19
11/4/2024	53139	Central Ag Supply LLC	1,151.22
11/4/2024	53140	Clean Brothers	150.00
11/4/2024	53141	Extreme Air, Inc.	1,090.00
11/4/2024	53142	Grainger, Inc.	955.76
11/4/2024	53143	Mission Uniform Service	391.73
11/4/2024	53144	Petty Cash	44.77
11/4/2024	53145	San Benito County Water District	397.25
11/4/2024	53146	San Benito County Water District	458,378.39
11/4/2024	53148	USA Blue Book	461.98
11/5/2024	53056	CENTURY COMMUNITIES OF CA LLC.,	214.43
11/5/2024	ACH2988	Principal	3,440.25
11/6/2024	ACH2989	Sterling Administration Health	169.75
11/6/2024	ACH2990	PG&E	56,362.05
11/7/2024	ACH2991	iCloud	13,968.95
11/12/2024	53149	A-1 Services	504.00
11/12/2024	53150	ACC Business	1,331.84
11/12/2024	53151	Ace Hardware (Johnson Lumber Co.)	532.03
11/12/2024	53152	Auto Tech Service Center, Inc.	2,020.00
11/12/2024	53153	Bazilio Hernandez	78.25
11/12/2024	53154	Brenntag Pacific, Inc.	15,662.47
11/12/2024	53155	Brigantino Irrigation	381.30
11/12/2024	53156	Calcon System, Inc.	4,926.50
11/12/2024	53157	Central Ag Supply LLC	533.36
11/12/2024	53158	City of Hollister-Finance Dept	465,044.15
11/12/2024	53159	City of Hollister-Finance Dept	147,915.00
11/12/2024	53159	City of Hollister-Finance Dept Reversal	-147,915.00
11/12/2024	53160	J M Electric	352.00
11/12/2024	53161	Mission Uniform Service	831.24
11/12/2024	53162	Rain for Rent	3,424.11
11/12/2024	53163	Recology San Benito County	357.64
11/12/2024	53164	Reliable Translations	410.58
11/12/2024	53165	San Benito County Water District	22,667.05
11/12/2024	53166	Simplot Grower Solutions	1,196.85
11/12/2024	53167	Streamline	5,340.00
11/12/2024	53168	Toro Petroleum Corp.	2,240.69
11/12/2024	53169	Trans Union LLC	169.46
11/12/2024	53170	Waste Resource Recovery, Inc.	250.00
11/13/2024	ACH2992	Sterling Administration Health	10.00
11/13/2024	ACH2993	Colonial Life	1,871.74
11/14/2024	ACH2994	CalPERS - Retirement	162.18
11/14/2024	ACH2995	CalPERS - Retirement	291.50
11/14/2024	ACH2996	CalPERS - Retirement	4,953.25

11/14/2024	A CI 1200F	C IDEDC D C	0 271 17
11/14/2024	ACH2997	CalPERS - Retirement	8,271.17 9,273.55
11/14/2024	ACH2998	Nationwide Retirements Solutions	
11/14/2024	ACH2999	CalPERS - Retirement	9,304.79
11/15/2024	ACH3000	ADP	2,335.02
11/15/2024	JN00700	Net Pay	83,150.09
11/15/2024	JN00700	Total Tax	20,166.34 239.75
11/18/2024	51649	DENGZHI ZHANG & DANJIAN WANG	
11/18/2024	53182	LENNAR HOMES OF CALIFORNIA LLC,	358.27
11/18/2024	ACH3001	CalPERS - Retirement	162.18
11/18/2024	ACH3002	CalPERS - Retirement	8,332.95
11/18/2024	ACH3003	Nationwide Retirements Solutions	9,273.57
11/18/2024	ACH3004	CalPERS - Retirement	10,263.18
11/18/2024	ACH3005	CalPERS - Health Insurance	31,832.66
11/19/2024	53183	Ace Hardware (Johnson Lumber Co.)	77.10
11/19/2024	53184	All American Mailing, Inc.	3,418.25
11/19/2024	53185	Amazon Capital Services	172.05
11/19/2024	53186	Atlas Copco Compressors LLC	7,884.95
11/19/2024	53187	Brenntag Pacific, Inc.	33,435.76
11/19/2024	53188	Calif. Dept. of Pesticide Regulation	270.00
11/19/2024	53189	CM Analytical, Inc.	18,058.75
11/19/2024	53190	De Lay & Laredo	2,379.50
11/19/2024	53191	EBCO Pest Control	75.00
11/19/2024	53192	Ferguson Enterprises, Inc.	91.20
11/19/2024	53193	Greenwood Chevrolet	45.89
11/19/2024	53194	Hach Company	1,041.80
11/19/2024	53195	ICON Cloud Solutions, LLC	291.16
11/19/2024	53196	Iconix Waterworks (US) Inc.	3,687.15
11/19/2024	53197	Independence Environmental Services, LLC	7,540.00
11/19/2024	53198	Quinn Company	326.22
11/19/2024	53199	Rain for Rent	1,189.30
11/19/2024	53200	Star Concrete	930.81
11/19/2024	53201	Toro Petroleum Corp.	75.53
11/19/2024	53202	U.S. Bank Corporate Payment Systems	4,480.54
11/19/2024	53203	USA Blue Book	1,141.56
11/19/2024	53204	UWUA Local 820	1,477.12
11/21/2024	53205	GRANITE ROCK,	280.17
11/22/2024	JN00702	Bank Activity Fees	43.85
11/25/2024	53206	A Tool Shed	1,008.45
11/25/2024	53207	Ace Hardware (Johnson Lumber Co.)	141.80
11/25/2024	53208	American Water Works Association (AWWA)	418.39
11/25/2024	53209	Brenntag Pacific, Inc.	4,437.93
11/25/2024	53210	Brigantino Irrigation	498.18
11/25/2024	53211	Calcon System, Inc.	4,500.00
11/25/2024	53212	Corbin Willits Systems, Inc. (MOM's)	162.00
11/25/2024	53213	exceedio	3,958.95
11/25/2024	53214	Grainger, Inc.	1,612.05
11/25/2024	53215	Hach Company	1,806.81
11/25/2024	53216	Hollister Auto Parts, Inc.	146.92
11/25/2024	53217	InfoSend	3,737.26
11/25/2024	53218	Interstate Battery System of San Jose Inc	297.04
11/25/2024	53219	John Smith Road Landfill	194.96
11/25/2024	53220	Mc Gilloway, Ray, Brown & Kaufman	5,400.00
11/25/2024	53221	Meter, Valve & Control	26,123.44

11/25/2024	53222	Mission Uniform Service	439.51
11/25/2024	53223	O'Reilly Auto Parts	6.48
11/25/2024	53224	Rain for Rent	553.98
11/25/2024	53225	Toro Petroleum Corp.	1,680.34
11/25/2024	53226	USA Blue Book	59.34
11/25/2024	53227	Waste Resource Recovery, Inc.	1,250.00
11/25/2024	ACH3006	Sterling Administration Health	38.02
11/25/2024	ACH3007	Sterling Administration Health	697.00
11/27/2024	ACH3008	CalPERS - Retirement	162.18
11/27/2024	ACH3009	CalPERS - Retirement	8,383.55
11/27/2024	ACH3010	CalPERS - Retirement	9,126.24
11/27/2024	JN00681	Net Pay	94,456.99
11/27/2024	JN00681	Total Tax	27,086.37
11/29/2024	ACH3011	Nationwide Retirements Solutions	8,738.70

-\$1,666,418.57

- 3. Receive Engineering Services Monthly Status Report.
- Receive Finance Manager Monthly Status Reports: a. Narrative Report, b. Operation Summary, c. Statement of Income, d. Investment Summary, and e. Board Designated Reserves.
- 5. Receive Superintendent Monthly Status Reports: a. Maintenance, b. Groundwater Level Measurement, and c. City Meter Reading.
- 6. Receive General Manager Monthly Status Report.

President Mauro asked for public comment and upon receiving none, President Mauro requested a motion to approve the consent agenda. Upon a motion made by Director Alcorn to approve the Consent Agenda, seconded by Director Brown, for which President Mauro then took a roll call vote as follows: (DB), yes; (MA), yes; (JB), yes; and (EM) yes; the motion carried 4-0.

I. NEW BUSINESS:

 Conduct A Swearing-In Ceremony For Newly Elected Board Member Jerry Buzzetta, To Fulfill Terms Of Service From December 2024 To November 2028. (Not A Project Under CEQA Per Article 20, Section 15378)

General Manager Drew Lander conducted a swearing-in ceremony for Board Member Jerry Buzzetta, who ran unopposed and has been reelected to fulfill a new term from December 2024 to November 2028.

2. Take Appropriate Action To Elect A President And Vice-President Of The Board Of Directors, And President To Assign Director Duties To Standing District Committees For 2025. (Not A Project Under CEQA Per Article 20, Section 15378)

General Manager/Secretary Lander stated that the Board of Directors annually elects one of the five Board of Directors to serve as the President of the Board and a second Director to serve as the Vice President of the Board. The President of the Board then assigns Directors to serve on the four standing committees, the Water Resources Agency, the Association of California Water Agency Joint Powers Insurance Authority, and to perform check signing responsibilities on behalf of the District. Director Ed Mauro served as President and Director James Parker served as Vice President for 2024.

Director Buzzetta nominated Director Alcorn as President. With Director Alcorn accepting the nomination, the motion was seconded by Director Brown. President Mauro then took a roll call vote as follows: (DB), yes; (MA), abstained; (JB) yes; and (EM) yes; the motion carried 3-0-1.

President Alcorn assumed his role as President by switching seats with former President Mauro and took over conducting the remainder of the meeting.

Director Brown nominated Director Buzzetta for Vice-President. With Director Buzzetta accepting the nomination, the motion was seconded by Director Mauro. President Alcorn then took a roll call vote as follows: (JB), abstained; (DB), yes; (EM) yes; and (MA) yes; the motion carried 3-0-1.

President Alcorn requested until the January meeting to present committee assignments and check signing responsibilities for 2025. In the interim President Alcorn assigned alternates to take Director Parker's vacated committee responsibilities and agreed to remain as check signer until he presents new assignments.

3. Board Will Review The 2025 Calendar And Modify The Meeting Schedule For The Coming Year As Needed Beginning With Regularly Schedule Board Meetings To Be Scheduled On The 4th Tuesday Of The Month. Board Will Approve By Motion All Changes To The Calendar. (Not A Project Under CEQA Per Article 20, Section 15378)

Director Buzzetta requested moving three meetings from the 4th Tuesday of the month to the 3rd to avoid holiday weeks; May 27th to May 20th, November 25th to November 18th and December 23rd to December 16th.

President Alcorn then asked for any public comment. Upon receiving no public comment, President Alcorn requested a motion to approve the item. Director Buzzetta made a motion to approve the 2025 board calendar with the requested changes. This motion was seconded by Director Mauro for which President Alcorn then took a roll call vote as follows: (JB), yes; (DB), yes; (EM) yes; and (MA), yes; the motion carried 4-0.

4. Direct The General Manager To Prepare And Publish The Necessary Notices To Solicit Qualified Applicants To Fill A Vacancy Of The Board Which Occurred December 6th, 2024, Per Policy 7080. (Not A Project Under CEQA Per Article 20, Section 15378).

Director James Parker concluded his service on the Board, leaving a vacant board member position. In order to fill the vacancy, General Manager Lander recommends advertising the open position.

President Alcorn then asked for any public comment. Upon receiving no public comment, President Alcorn requested a motion to approve the item. Director Buzzetta made a motion to direct the General Manager to advertise the open Board position and set a special meeting for January 14th to be able to meet applicants and appoint the preferred candidate. This motion was seconded by Director Mauro for which President Alcorn then took a roll call vote as follows: (JB), yes; (DB), yes; (EM) yes; and (MA), yes; the motion carried 4-0.

 Authorize The Board President To Sign A Resolution Of Recognition Honoring James Parker For Excellent Service To The Community Through His Service To The Board Of Sunnyslope County Water District, (Not A Project Under CEQA Per Article 20, Section 15378.

General Manager Lander presented a resolution to the board as a recongnition of the excellent service Director Parker has provided to the community in this time.

President Alcorn then asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Brown made a motion to authorize the Board President to sign a resolution of recognition honoring James Parker for excellent service to the community through his service to the Board of Sunnyslope County Water District. This motion was seconded by Director Mauro for which President Alcorn then took a roll call vote as follows: (JB), yes; (DB), yes; (EM), yes; and (MA), yes; the motion carried 4-0.

6. Second Reading Of Ordinance No. 85 For The Adoption Of Rates Within The Gavilan Sewer Service Area. (Statutorily Exempt From CEQA As Defined By Article 18 California Code Of Regulations 15273 (a))

General Manager Lander presented this item, bringing back Ordinance No. 85 for its second reading. There were no protests received, or changes made since the first reading of the ordinance.

President Alcorn then asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Mauro made a motion to approve the second reading of Ordinance No. 85. This motion was seconded by Director Buzzetta for which President Alcorn then took a roll call vote as follows: (JB), yes; (DB), yes; (EM), yes; and (MA), yes; the motion carried 4-0.

J. BOARD COMMITTEE and STATUS REPORTS

- 1. **Governance Committee:** (Meeting Held December 9th, 2024) Director Buzzetta presented on the Governance Committee meeting that was held on December 9th, 2024, at the San Benito County Water District and that he continues to feel dissatisfied with the rate of progress.
- 2. Water/Wastewater Committee: (No Meeting)
- 3. Finance Committee: (No Meeting)
- 4. Policy and Procedure Committee: (No Meeting.)
- 5. **Personnel Committee:** (No Meeting)
- 6. Water Resources Association of San Benito County (WRA): (Meeting December 5th, 2024- CANCELLED) Cancelled due to a quorum not being in attendance.

K. BOARD and STAFF REPORTS

- 1. **Directors:** Directors Alcorn, Mauro and Buzzetta reported that they attended the 2024 ACWA Fall Conference & Expo that was hosted in Palm Springs, CA from December 3rd-December 5th.
- 2. District Counsel: No Report.
- 3. **General Manager:** General Manager Lander reported that the district's antenna project has been completed and the current consolidations are going well without any notable issues. For the Best Roads' consolidation, a signature sheet is going to take the place of a 218-process due to the fact there is only 48 residents affected. Mr. Lander concluded his report by informing the board of the importance of grant funding for solar projects as PG&E rates are historically high.
- L. FUTURE AGENDA ITEMS: Interview New Directors for Vacant Board Position, San Benito County Water District General Manager (Dana Jacobson) Presentation, Review District Goals.
- M. ADJOURNMENT: President Alcorn adjourned the meeting at 6:30 p.m.

SSCWD Regular Board Meeting January 28, 2025 - Page 7

APPROVED BY THE BOARD:		
	Michael H. Alcorn,	President
RESPECTFULLY	(SUBMITTED:	
		Drew A. Lander, Secretary



Sunnyslope Water District

Disbursement Reports FY 24-25

Dec 1, 2024 through Dec 31, 2024

Date	Num	Name	Amount
12/2/2024	53228	Ace Hardware (Johnson Lumber Co.)	100.45
12/2/2024	53229	Acrison	2,946.57
12/2/2024	53230	Amazon Capital Services	307.68
12/2/2024	53231	Auto Tech Service Center, Inc.	760.00
12/2/2024	53232	Brenntag Pacific, Inc.	49,613.19
12/2/2024	53233	Frisch Engineering Inc.	2,497.50
12/2/2024	53234	Hach Company	950.33
12/2/2024	53235	Iconix Waterworks (US) Inc.	341.24
12/2/2024	53236	Mc Gilloway, Ray, Brown & Kaufman	5,400.00
12/2/2024	53237	Mission Uniform Service	417.65
12/2/2024	53238	Palace Business Solutions	76.80
12/2/2024	53238	Palace Business Solutions Reversal	-76.80
12/2/2024	53239	San Benito County Water District	353,376.71
12/2/2024	53241	State Water Resources Control Board-DWOCP	90.00
12/2/2024	53242	State Water Resources Control Board-DWOCP	90.00
12/2/2024	53243	USA Blue Book	33.88
12/2/2024	53244	Verizon Wireless	563.97
12/2/2024	53245	Wallace Group	38,515.00
12/2/2024	53246	Wright Bros. Welding & Sheet Metal, Inc.	147.45
12/2/2024	ACH3012	Sterling Administration Health	15.22
12/2/2024	ACH3013	Sterling Administration Health	85.00
12/5/2024	ACH3014	Principal	3,440.25
12/6/2024	ACH3015	P G & E	68,309.37
12/9/2024	53247	A-1 Services	504.00
12/9/2024	53248	ACC Business	1,331.84
12/9/2024	53249	Ace Hardware (Johnson Lumber Co.)	699.55
12/9/2024	53250	Amazon Capital Services	1,071.31
12/9/2024	53251	Brenntag Pacific, Inc.	33,467.45
12/9/2024	53252	Brigantino Dirt Works CL#1095515	9,230.30
12/9/2024	53253	Brigantino Irrigation	32.24
12/9/2024	53254	City of Hollister-Finance Dept	446,120.75
12/9/2024	53255	Clean Brothers	150.00
12/9/2024	53256	EBCO Pest Control	75.00
12/9/2024	53257	Frisch Engineering Inc.	740.00
12/9/2024	53258	Maggiora Bros. Drilling, Inc.	60,057.10
12/9/2024	5325951481	Mark Nicholson, Inc.	11,189.00
12/9/2024	53260	Mission Uniform Service	465.43
12/9/2024	53261	Platt	296.04

	12/9/2024 53262	QA Constructors, Inc.	52,000.00
	12/9/2024 53263	Quinn Company	5,974.98
	12/9/2024 53264	Recology San Benito County	357.64
	12/9/2024 53265	San Benito County Water District	286.50
	12/9/2024 53266	Simplot Grower Solutions	1,100.90
	12/9/2024 53267	Star Concrete	258.92
	12/9/2024 53268	State Water Resources Control Board-DWOCP	90.00
	12/9/2024 53269	Toro Petroleum Corp.	1,192.61
	12/9/2024 ACH3016	iCloud	13,161.20
	12/11/2024 53272	PG&E Payment Research	1,997.55
	12/11/2024 ACH3017	Colonial Life	2,807.61
	12/12/2024 JN00706	Net Pay	82,864.91
	12/12/2024 JN00706	Total Tax	22,009.75
	12/13/2024 53273	Running Rooster	2,929.00
	12/15/2024 JN00680	Net Pay	83,150.09
	12/15/2024 JN00680	Total Tax	20,166.34
	12/15/2024 JN00699	Net Pay	-83,150.09
	12/15/2024 JN00699	Total Tax	-20,166.34
	12/18/2024 53277	Ace Hardware (Johnson Lumber Co.)	197.16
	12/18/2024 53278	Agile Occupational Medicine, PC	70.00
	12/18/2024 53279	Amazon Capital Services	111.85
	12/18/2024 53280	Aquatrax	3,500.00
	12/18/2024 53281	Brenntag Pacific, Inc.	47,078.23
	12/18/2024 53282	Brigantino Irrigation	621.96
	12/18/2024 53283	Calcon System, Inc.	1,906.50
	12/18/2024 53284	Calif. Special Districts Association	9,548.00
	12/18/2024 53285	Design Line & Granger Printing	1,056.52
	12/18/2024 53286	DXP Enterprises, Inc.	1,888.16
	12/18/2024 53287	Edward Mauro	147.79
	12/18/2024 53288	exceedio	1,508.29
	12/18/2024 53289	Hach Company	1,662.79
	12/18/2024 53290	ICON Cloud Solutions, LLC	291.16
	12/18/2024 53291	Iconix Waterworks (US) Inc.	16,585.42
	12/18/2024 53292	InfoSend	3,939.99
	12/18/2024 53293	Jerry Buzzetta	308.89
	12/18/2024 53294	Kruger	77,356.10
	12/18/2024 53295	MBS Business Systems	709.92
	12/18/2024 53296	Mission Uniform Service	883.08
	12/18/2024 53297	O'Reilly Auto Parts	104.29
	12/18/2024 53298	Plangrid, Inc.	990.00
_		<u> </u>	

12/18/2024 53299	Postal Graphics	37.02
12/18/2024 53300	Rain for Rent	494.99
12/18/2024 53301	Star Concrete	2,183.22
12/18/2024 53302	State Water Resources Control Board-AFRS	28,205.00
12/18/2024 53303	State Water Resources Control Board-AFRS	3,945.00
12/18/2024 53304	State Water Resources Control Board-AFRS	881.00
12/18/2024 53305	Sterling Administration Health	182.50
12/18/2024 53306	Trans Union LLC	157.05
12/18/2024 53307	U.S. Bank Corporate Payment Systems	5,714.69
12/18/2024 53309	USA Blue Book	4,707.92
12/18/2024 53310	UWUA Local 820	1,061.68
12/19/2024 53311	Sharp Engineering and Construction, Inc.	6,240.00
12/19/2024 ACH3018	CalPERS - Retirement	291.50
12/19/2024 ACH3019	CalPERS - Retirement	4,953.25
12/19/2024 ACH3020	CalPERS - Retirement	8,297.10
12/19/2024 ACH3021	CalPERS - Retirement	9,029.11
12/19/2024 ACH3022	CalPERS - Health Insurance	36,096.33
12/20/2024 ACH3023	CalPERS - Retirement	162.18
12/20/2024 ACH3024	ADP	2,335.02
12/20/2024 ACH3025	Nationwide Retirements Solutions	8,944.81
12/23/2024 ACH3026	Sterling Administration Health	35.00
12/24/2024 53312	BLACH CONSTRUCTION	1,135.51
12/26/2024 JN00709	Net Pay	78,444.18
12/26/2024 JN00709	Total Tax	20,351.48
12/31/2024 53314	ACC Business	1,331.84
12/31/2024 53315	Ace Hardware (Johnson Lumber Co.)	123.69
12/31/2024 53316	Amazon Capital Services	897.05
12/31/2024 53317	Assoc. of Calif. Water Agencies (ACWA)	26,030.00
12/31/2024 53318	Brenntag Pacific, Inc.	36,389.54
12/31/2024 53319	Central Ag Supply LLC	592.91
12/31/2024 53320	Clean Brothers	150.00
12/31/2024 53321	CM Analytical, Inc.	10,982.25
12/31/2024 53322	Corbin Willits Systems, Inc. (MOM's)	162.00
12/31/2024 53323	CWEA Membership-TCP	116.00
12/31/2024 53324	De Lay & Laredo	2,300.00
12/31/2024 53325	Don Chapin Co. Inc., The	270.00
12/31/2024 53326	exceedio	3,989.70
12/31/2024 53327	Frisch Engineering Inc.	23,144.40
12/31/2024 53328	Hollister Auto Parts, Inc.	353.77
12/31/2024 53329	Hollister True Value	20.75

1,264.45	John Smith Road Landfill	12/31/2024 53330
8,641.00	Mc Gilloway, Ray, Brown & Kaufman	12/31/2024 53331
650.65	Michael Alcorn	12/31/2024 53332
391.73	Mission Uniform Service	12/31/2024 53333
366.60	New SV Media, Inc. (was So. Valley News.)	12/31/2024 53334
374,091.50	San Benito County Water District	12/31/2024 53335
1,014.14	San Benito Tire Pros & Automotive	12/31/2024 53337
2,309.59	Toro Petroleum Corp.	12/31/2024 53338
1,454.47	ULINE	12/31/2024 53339
560.01	Verizon Wireless	12/31/2024 53340
5,356.13	Wright Bros. Welding & Sheet Metal, Inc.	12/31/2024 53341
559.90	Zoom Video Communications, Inc.	12/31/2024 53342
162.18	CalPERS - Retirement	12/31/2024 ACH3027
8,332.93	CalPERS - Retirement	12/31/2024 ACH3028
9,364.07	CalPERS - Retirement	12/31/2024 ACH3029
15,705.05	Nationwide Retirements Solutions	12/31/2024 ACH3030
2211892.98		

SUMMARY:

Accounts Payable Paid

	Total Disbursements	\$2,211,892.98
	Debt & Finance	\$0.00
	Customer Refunds & Returned Checks/ACH	\$0.00
	City of Hollister for City Billing Collected, Net of Fees	\$446,120.75
	San Benito County	\$727,468.21
	Payroll - Employee	\$316,078.44
	Darmall Employee	\$722,225.58
to:	Vendors	

Staff Report

Agenda Item: H - 3

DATE: January 23, 2025 (January 28, 2025 Meeting)

TO: Board of Directors

FROM: Principal Engineer, Rob Hillebrecht

SUBJECT: Engineering Services Monthly Status Report

Coordination with SBCWD

Sunnyslope and SBCWD staff are continuing to coordinate on amendments to the Surface Water Supply and Treatment Agreement, specifically with respect to the inclusion of San Juan Bautista into the agreement and the capital and operational costs for the ADRoP project. The water treatment operators at West Hills are also coordinating with Overaa (the contractor constructing the expansion of West Hills as part of ADRoP) and Kennedy/Jenks (the construction management firm for ADRoP) as construction is anticipated to being in February or March.

Best Road Mutual Consolidation

Best Road Mutual approved the Consolidation Agreement and Sunnyslope staff have issued the Notice of Award to Specialty Construction Inc. The pre-construction meeting is being scheduled for early February and SCI will begin construction shortly thereafter. Sunnyslope is requesting quotes for the instrumentation and SCADA integration that is necessary for the full consolidation. Sunnyslope is also beginning the process of amending our Permit with DDW to recognize the consolidation of Best Road Mutual.

Sunnyslope staff have also discussed obtaining a new easement from the property on the northwest corner of Fairview and Airline. This easement would be used to relocate the existing SBCWD pipeline which has been dedicated to SSCWD, but is suspected to in the back yards of the homes on the southern side of Tierra del Sol. This pipe section has little known about its current condition because it has been out of service for many years. Staff have planned to install a new line so it is not inside the residential back yards.

Venture Estates, Tres Pinos, & Stonegate Consolidation

In late December 2024, Sunnyslope sent letters to property owners from whom easements must be acquired for the construction of the Stonegate & Tres Pinos consolidation. Most property owners have been open to easement discussions and Wallace Group is proceeding through the easement acquisition process. The environmental team from EMC conducted an initial field investigation of the entire project to begin their analysis of the environmental impacts and how those should be appropriately addressed for CEQA. Sunnyslope will be separately contracting with RJA for the

design of the pipeline portion through the future Fairview Corners development. RJA is also the civil engineer for the development simplifying coordination with Fairview Corners.

Staff have analyzed the full consolidation project and identified the portions where matching funds supplied by Sunnyslope is reasonable for improvements that have benefit to existing customers while also being necessary for the consolidations. From this analysis, it is anticipated that the County may need a State Revolving Fund loan of about \$1.7 million to meet all the matching requirements.

Fairview 2.0 MG Tank Rehabilitation

Andre Harper with Harper and Associates Engineering (HAE) conducted the exterior and interior inspection of the Fairview 2.0 MG water storage tank. The tank was built in 1964 by the City of Hollister but was deeded to Sunnyslope in 2015 when it was decommissioned. To improve reliability and resiliency in Sunnyslope's system, the tank must be rehabilitated prior to its recommissioning. The inspection report which will include structural and seismic analysis of the tank is expected to be completed in mid-March. The report will also include an estimated cost to rehabilitate the tank. After Sunnyslope has reviewed the report, we anticipate entering a second contract with HAE to create the full plans and specifications package needed to bid and construct the refurbishing of the tank. Sunnyslope has budgeted approximately \$2 million for this project.

Well #8 Rehabilitation

Maggoria Bros Drilling removed the old pump and motor from Well #8, videoed and cleaned the well screens and casing, and removed sediment from the bottom of the well. A new pump and motor were installed along with new well column pipe. The well has been chlorinated and flushed to ensure no bacterial contamination occurred. After testing and DDW approval, we expect the well to be back online in early February.

Urban Water Use Objective Report

A new annual report is required by the State for compliance with the "Making Conservation a California Way of Life Regulation". Under this regulation, DWR establishes Water Use Objectives for each public water system for indoor and outdoor water use as required conservation. In 2024, Sunnyslope surpassed the conservation requirement as our Objective water use was 3,251 acrefeet and our actual water use was 2,394 acre-feet.

Enterprise Lift Station Construction and Oak Canyon Lift Station Decommissioning

The Enterprise Lift Station that is being constructed as part of the Vista del Calabria development is expected to be operational in late April 2025. The electrical controls and SCADA for the site should arrive in late March. The conduits and concrete pads are being constructed in preparation for the delivery of the electrical panels.

Staff are designing the abandonment of the Oak Canyon lift station which can commence immediately upon the completion of the new Enterprise Lift Station. The Oak Canyon force main pipe experience another break in early January, highlighting the importance of decommissioning the site.

Staff Report

Agenda Item: H-4

DATE: January 21, 2025 (January 28, 2025 Meeting)

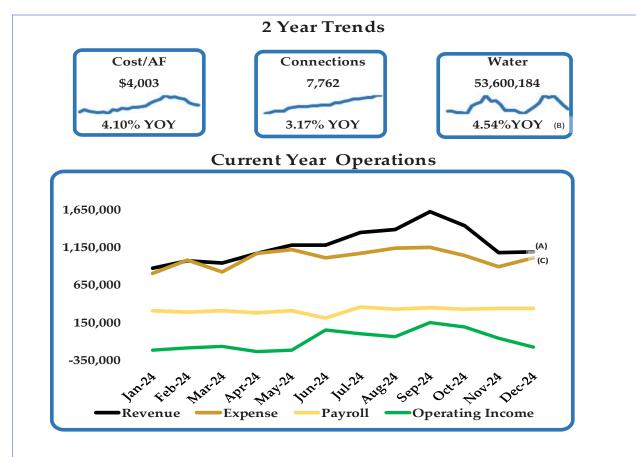
TO: Board of Directors

FROM: Finance Dept. - Dana Sullivan & Barry Kelly

SUBJECT: Statements of: a. Operations, b. Income, c. Investment, and d. Board Designated

Reserves.

OVERVIEW (December 2024)



- (A) Average annual water consumption per customer is down -16 % since Jul 2020.
- (B) Water per customer increased 693 Gallons this month compared to last year.
- (c) Expense increase due to PAC Media Replacement & street repair on Randy's Cir.

OPERATIONS SUMMARY

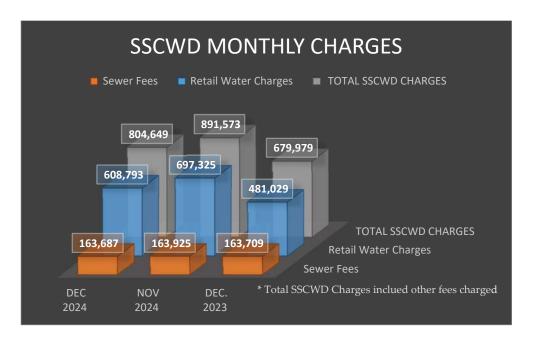
(December 2024)

Connections increased by 6 accounts in December. We now serve 7,762 customers and 5,907 customers utilize online services and electronic payments. The slight reduction in customers using online payments this month may be attributed to the implementation of credit card convenience fees which become effective for January billing.

YTD Revenue for FY 24 is \$6m.

Receivables from operations total \$1.4m. The past due portion has decreased to 9% from 21% the prior year. The large decrease is attributed to collection efforts imposed over the last year involving liens and shut off notices. O&M receivables total \$281k and is current. San Benito Foods O&M totals \$75k, which includes equipment rental costs invoiced for the past 6 months and is current. San Benito Foods will continue to be invoiced monthly for the use of the Pump Trailer and Backhoe supplied by the District.

Water consumption YTD is up 9% from one year ago. Billed Metered water YTD is 502 MM gallons vs 461 MM for the same periods in the prior year.



STATEMENT OF INCOME VS BUDGET

(December 2024)

YTD, we show an overall Net Operating loss of \$(46k) vs a loss of \$(873k) in the prior year. The new water rates effect in September have helped to stabilize revenue. Chemical costs are

remaining stable however PG&E costs have increased.

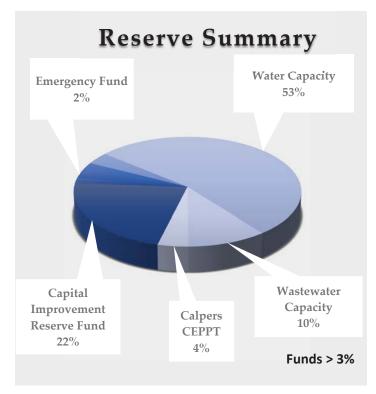
INVESTMENT SUMMARY

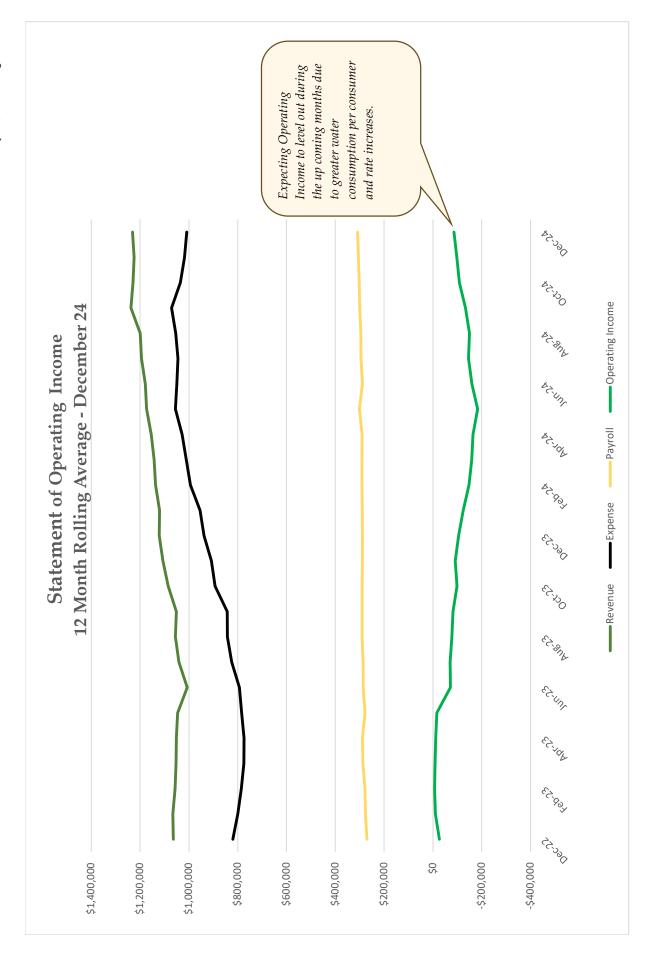
(December 2024)

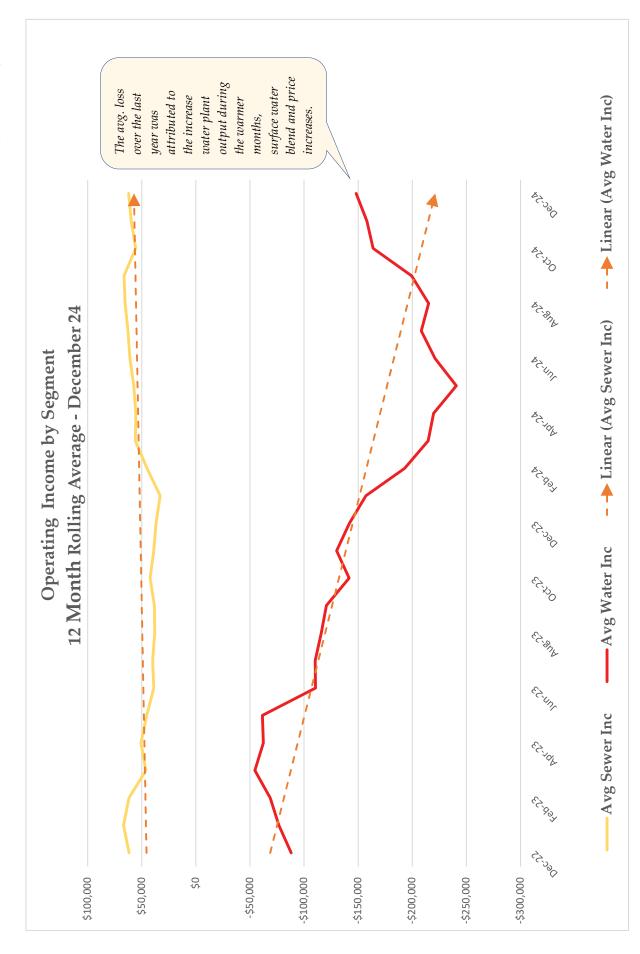
Cash and invested funds total \$26.5 million. Over 23 million is earning between 2.0% and 4.9%. The FY25 income from investments is 413k YTD.

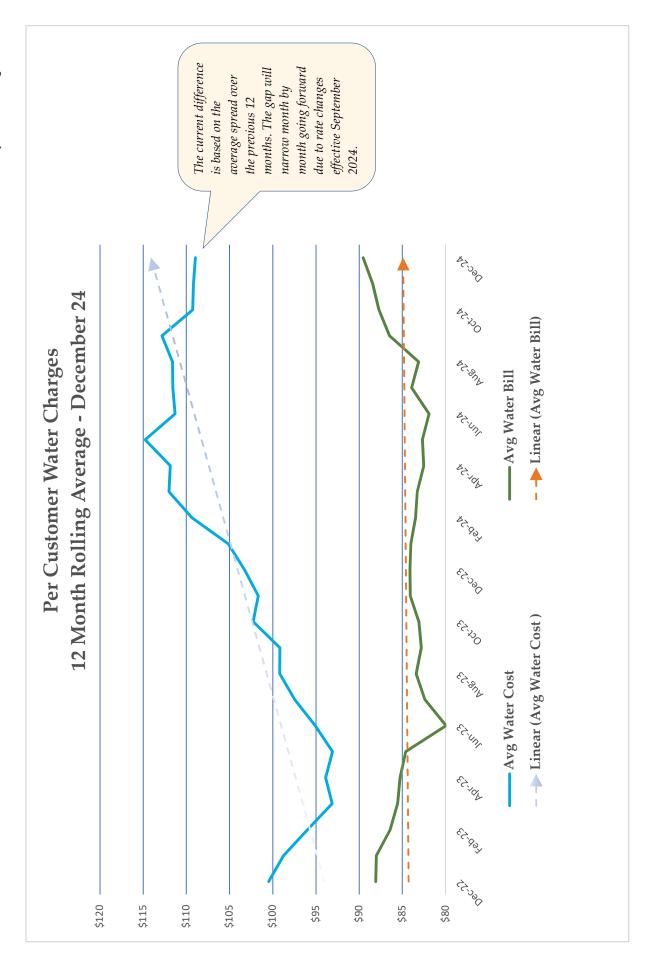
RESERVES (December 2024)

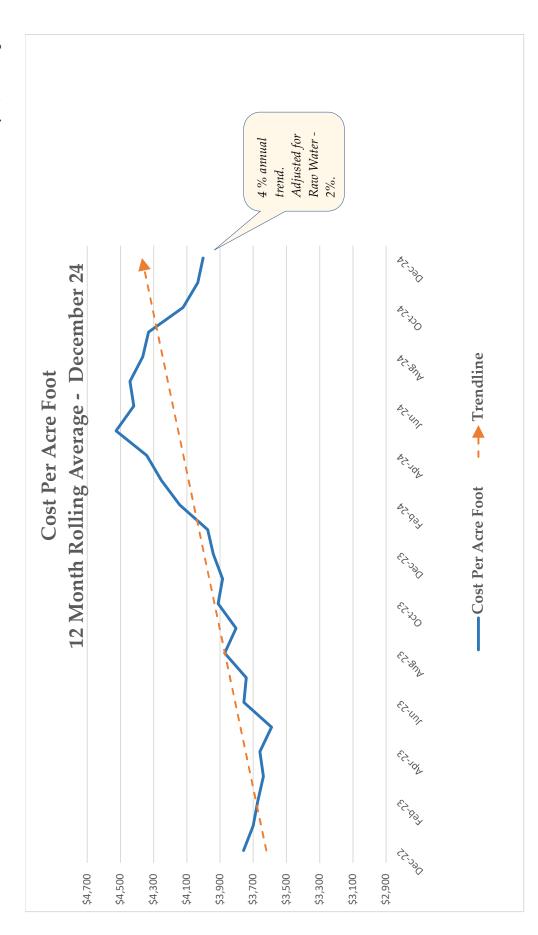
Reserves total \$23.8 million which equals 42% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.











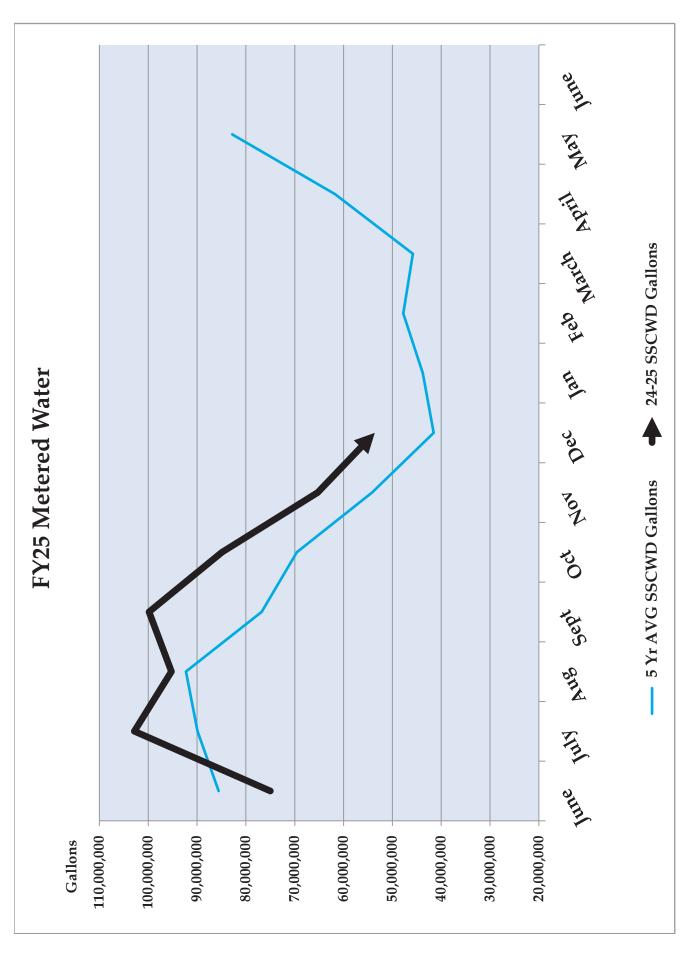
Sunnysiope County Water District 2024 / 2025 OPERATION SUMMARY (This Year)

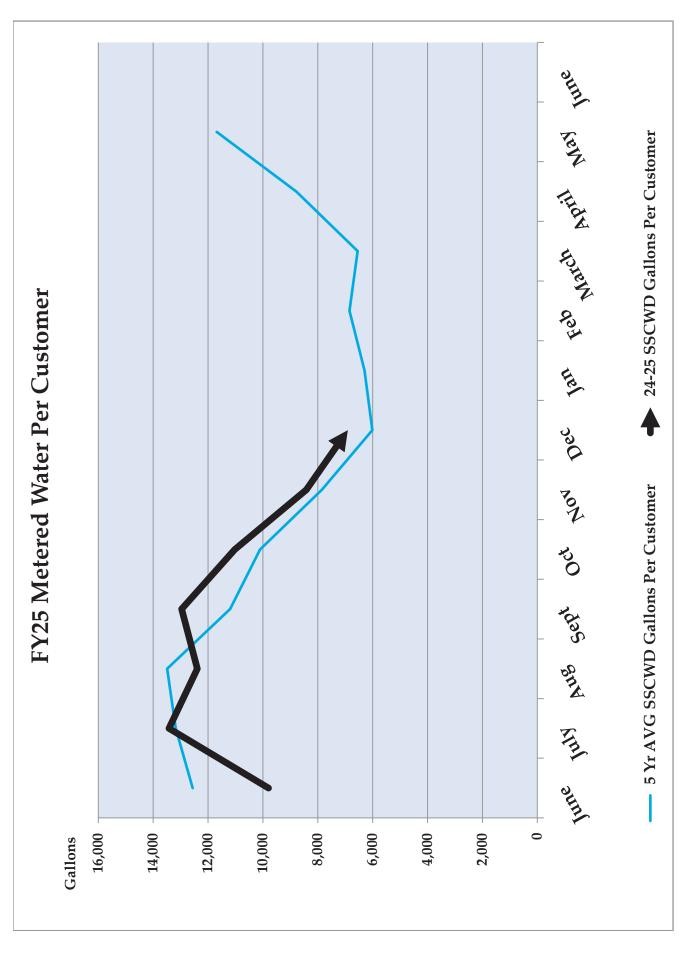
ب	92		50 50 50 50 50 50 50 50 50 50 50 50 50 5	30 8 (1) 30 8 (1) 30 8 (1)	
YTD TOTAL	J. ,		4,769,156.16 987,874 31,185 39,160 (2,77) 102,843 74,066 6,004,007.16	2,777,278.26 70,155.63 (9,338.81) 2,838,095.08 24,034.30 2,862,129.38	
YTD			4,7	\$ 2,7 2,8	
TUNE 2025					N/A
JUNE 2025					Ž
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MAY 2025					N/A
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APR 2025					N/A
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2025					
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DEC 2024		7,762 1,330 5,240 5,907 2,304	608,793.13 163,687.47 5,265.00 4,918.48 (276.52) 20,371.34 1,890.00 804,648.90	461,995.47 11,762.64 (1,574.50) 472,183.61 3,729.53 475,913.14	889,776,44 573,026,98 (55,405,05) 1,407,398.37 128,509,01 9.13% \$281,150,87
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	9 -	7,756 1,334 5,227 6,037	4.89 5.19 0.00 6.25 1.76 5.00	2.89 9.58 4.46) 8.01 1.13 9.14	23 0 2 3 2 2 0 2 3
NOV 2024		1 2 6	697,324.89 163,925.19 2,430.00 5,906.25 20,341.76 1,645.00 891,573.09	470,662.89 11,749,58 (1,544.46) 480,868.01 4,021.13 484,889,14	924,946.63 552,636.32 (46,930.90) 1,430,652.05 107,976.37 7.55% \$263,870.95
	Ш		v)	€9	so so so
	52	7,700 1,331 5,201 6,236	847,936.79 168,353.23 15,795.00 8,362.75 15,630.00 14,340.00 ,070,417.77	464,105.01 11,727.28 (1,546.36) 474,285.93 4,223.26 478,509.19	1,059,094.50 531,011.59 (46,652.82) 1,543,453.27 92,039.69 5.96% 533,446.04 59,744.45
OCT 2024			847, 168, 15, 8, 15, 14, 1,070,	464, 111, 474, 478,	1,059,094.E 531,011.E (46,652.R 1,543,453.E 92,039.R 5.96% 5.33,446.08
2024	3	702 331 181 982	\$ 5.03 5.03 5.00	.35 .62 .16) .16) .81	00 00 00
20		7,702 1,331 5,181 5,982 2,283	956,302.46 164,567.03 405.00 6,221.97 15,582.00 51,635.00 1,194,713.46	462,599.35 11,692.62 (1,543.16) 472,748.81 3,782.67 476,531.48	1,180,301.59 535,663.06 (50,663.06) 1,665,301.59 99,200.52 5.96% \$421,017.90
SEP			\$ 111	4 4	\$ 1,18 (() \$ 1,60 \$ 1,60 \$ 5.5 \$ 5.5
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AUG 2024		0.017	797,577.03 164,512.32 810.00 6,959.41 15,507.00 3,075.82 988,441.58	460,456.27 11,663.61 (1,565.21) 470,554.67 3,970.50 474,525.17	1,024,193.67 524,251.13 (51,663.33) 1,496,781.47 84,890.35 5.67% \$686,402.00 \$686,402.00
	Ш		s	8	\$ \$ \$
Υ 4	16	7,661 1,326 5,122 6,071	861,221.86 162,828.28 6,480.00 6,791.22 15,411.00 1,480.00	457,459.27 11,559.90 (1,565.12) 467,454.05 4,307.21 471,761.26	1,074,784.70 525,323.64 (52,660.44) 1,547,447.90 90,705.72 5.86% 1463,273.53
JULY 2024			861 162 6 6 6 15 15 17 1054	457 11 (1) 467 471	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
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SSCWD Regular Board Meeting January 28, 2025 - Page 22

Sunnysiope County Water District 2024 / 2025 OPERATION SUMMARY (This Year)

ITEMS	JULY 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025 FEB	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUNE 2025	YTD TOTAL
WATER METERED Cubic Feet Total SSCWD Gallons	13,749,400 102,845,512	12,733,700 95,248,076	13,345,600 99,825,088	11,348,500 84,886,780	8,730,900 65,307,132	7,165,800 53,600,184		٠					67,073,900 501,712,772
	1 0 0 0 0	000 170	000	1 4 4 E	404 000	000							000 010 01
Well #2 (Southside Koad)	10,544,000	12,361,000	19,177,000	17,445,000	14,404,000	4,127,000	•			•	•		78,058,000
	14,333,890	10,483,431	16,023,334	24,495,574	15,387,484	4,677,159						•	85,400,872
Well #7 (Enterprise Rd)	4,701,475	5,444,748	11,117,637	11,414,626	10,348,127	1,646,334	•	•	•	•	•	•	44,672,947
Well #8 (Ridgemark)	3,937,000	3,904,000	8,295,000	13,701,000	1,000	3,000							29,841,000
Well #11 (Southside Road)	19,160,000	18,974,000	25,362,000	25,666,000	24,523,000	12,561,000	•		•		•	•	126,246,000
TOTAL from Wells	37 740 465	37 887 779	62 604 371	75 148 200	51 609 111	16 796 493							281 835 910
		i											
Lessalt W.T.P. I (High Zone)	29,412,000	30,725,000	22,092,000	•	•	14,531,000	,		•	,	•	•	000'092'96
Lessalt W.T.P. I (Middle Zone)	13,662,000	10,997,000	11,938,000			6,852,000	•					•	43,449,000
West Hills W.T.P (@ Well #2)	16,450,000	9,611,000	5,267,000	1,289,000	2,998,000	8,001,000							43,616,000
West Hills W.T.P (@ Well #11)	27,772,000	20,839,000	15,270,000	16,400,000	17,212,000	22,356,000							119,849,000
West Hills W.T.P (@ COH #2)	12,400,000	8,413,000	11,260,000	9,757,000	10,790,000	11,023,000							63,643,000
West Hills W.T.P (@ COH #4)	18,464,000	17,850,000	21,018,000	16,408,000	18,102,000	21,922,000							113,764,000
West Hills W.T.P (@ COH #5)	18,304,000	16,256,000	17,593,000	15,103,000	17,351,000	21,715,000							106,322,000
TOTAL Surface Water (Plant Production)	136,464,000	114,691,000	104,438,000	58,957,000	66,453,000	106,400,000		•		•		•	587,403,000
Plant Production Used by Hollister	64,123,215	54,542,351	59,195,018	47,413,722	52,612,098	66,016,397							343,902,801
SSCWD % of Plant Production Estimated Water Gain(Loss) Percent Difference	53.01% (7,285,738) -4.18%	52.44% (2,787,852) -1.83%	43.32% (8,022,265) -4.80%	19.58% (1,804,698) -1.35%	20.83% (142,881) -0.12%	37.95% (3,579,912) -2.91%	0	0	0	0	0	0	41.45% (23,623,346) -2.72%
Water Consumption Fer Customer Blend - % Surface Chemical, Carbon, Water PAF Blend Budget Impact	13425 63.26% 1317 \$18,596	12394 60.22% 1323 \$22,761	12961 37.29% 1358 \$71,174	11.47% 11.47% 1380 \$73,041	8420 20.97% 1395 \$69,737	6905 68.66% 1432 \$3,126	1420	1458	1421	1417	1407	1395	10855 43.65% 1393 \$258,436
Cost of Water Produced (Per Acre Foot)	3,029	3,085	3,094	3,167	4,335	5,184							3,476
Prior YTD Cost	2,755	3,303	4,383	3,979	5,914	5,203	6,346	5,300	3,902	3,262	2,719	2,772	3,864





STATEMENT OF INCOME FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (This Year) UN-AUDITED 1/17/2025

*** WATER ***	Nov-24	Dec-24	Variance Over / (Under) Prior Month		YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED 24/25 ACTUAL	FY 24/25 BUDGET
OPERATING REVENUES Water Sales Contracted Services	697,325	608,793	(88,532) 104,312		4,763,106	4,013,090	8,730,273	8,000,000
Installation Fees Late Fees	2,430 5,083	5,265	2,835 (1,064)		37,540 33,232	22,415 42,923	75,080 66,465	23,800
Other Revenue TOTAL OPERATING REVENUES	22,890 904,566	20,432 919,661	(2,457) 15,094		184,954 6,944,242	119,704 6,274,287	139,908	191,050
OPERATING EXPENSES Salaries and Benefits	(263,733)	(243,656)	20,077		(1,669,703)	(1,454,016)	(3,285,420)	(3,061,005)
Operating Expenses	(782,024)	(890,223)	(108,198)		(5,607,626)	(5,967,171)	(10,454,556)	(10,225,236)
NET OPERATING INCOME	(141,191)	(214,218)	(73,027)		(333,087)	(1,146,900)	(1,233,950)	(1,577,091)
NON OPERATING INCOME & (EXPENSES) Capacity Fees	70,500	169,200	08,700		1,239,710	804,100	1,239,710	•
Donated Asset			0		. '	, '		•
Miscellaneous Income (Farm Labor Camp) Adjust LAIF Investment to Fair Value			1 1					
Interest Income	56,718	57,806	1,089		242,504	205,202	485,009	000,000
Allocated from G & A (Interest & Sale of Assets) Other Non-Operational	17,043	20,506	3,464		346,375	188,268	227,500	227,500
TOTAL NON OPERATING INCOME & (EXPENSES)	144,260	247,513	103,253		1,828,589	1,197,570	1,952,219	827,500
NET WATER INCOME (LOSS)	\$ 3,069	\$ 33,295	30,226	9,	\$ 1,495,502	\$ 50,670	\$ 718,268	\$ (749,591)
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (141,191) \$	\$ (214,218)	(73,027)	93	\$ (333,087) \$	\$ (1,146,900)	\$ (1,233,950)	(1,577,091)

STATEMENT OF INCOME FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (This Year) UN-AUDITED 1/17/2025

*** WASTEWATER ***	Nov-24	Dec-24	Variance Over / (Under) Prior Month	YI TO-1	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 24/25 BUDGET
OPERATING REVENUES Sewer Sales Contracted Services Installation Fees Late Fees	165,128 91,231 823	165,127 75,205 899	(1) (16,026) 0 76		988,406 310,448 - 5,927	984,140 418,541 125 7,623	2,054,552 710,000 - 11,854	2,100,000
Other Revenue TOTAL OPERATING REVENUES	4,728 261,909	6,241 247,472	1,513 (14,437)	1	20,278 1,325,058	19,685	40,555	60,450 2,870,450
OPERATING EXPENSES Salaries and Benefits Operating Expenses	(71,558)	(89,044) (124,130)	(17,486)		(345,087)	(328,793)	(637,150)	(712,059)
TOTAL OPERATING EXPENSES NET OPER ATING INCOME	(181,448)	(213,174)	(31,726)	(1)	(1,038,027)	(1,156,109)	(1,866,904)	(2,310,008)
NON OPERATING INCOME & (EXPENSES) Capacity Fees Donated Asset	11,083		(11,083)		11,083	124,625	11,083	
Miscellaneous Income Adjust LAIF Investment to Fair Value			0					
Interest Income Allocated from G & A (Interest & Sale of Assets) Other Non-Operational	11,057 4,668	11,282 8,113	225 3,445		57,978 58,088 0	49,317 121,299	115,957 97,500	125,000
TOTAL NON OPERATING INCOME & (EXPENSES)	26,808	19,395	(7,413)		127,150	295,241	224,540	222,500
NET WASTEWATER INCOME (LOSS)	107,270	53,693	(53,577)		414,181	569,246	1,174,597	782,942
NET WASTEWWATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ 80,461 \$	34,298	(53,577)	€-	287,032 \$	274,004	\$ 950,058	\$ 560,442
*** WATER & WASTEWATER ***	Nov-24	Dec-24	Variance Over / (Under) Prior Year	YE TO-1	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 24/25 BUDGET
*** COMBINED INCOME (LOSS) WATER & WASTEWATER***	110,338	86,987	(23,351)		1,909,683	619,916	1,892,865	33,351
*** COMBINED INCOME (LOSS) WATER & WASTEWATER Adjusted for Non - Budgeted Items	\$ (06,730)	(179,921)	\$	90	(46,056) \$	(872,896)	\$ (283,893)	\$ (1,016,649)

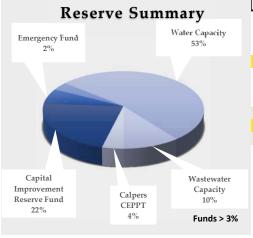
Investment Summary 2024 / 2025 (ThisYear)

BANK ACCOUNT	INTEREST	JULY 2024	AUGUST 2024	SEPTEMBER 2024	OCTOBER 2024	NOVEMBER 2024	DECEMBER 2024	JANUARY 2025	FEBRUARY 2025	MARCH 2025	APRIL 2025	MAY 2025	JUNE 2025	JUNE 2024
Heritage Bank of Commerce														
CHECKING ACCOUNT Operating - General Fund	0	2,388,015	2,421,090	1,978,892	3,206,682	3,721,228	3,217,934							2,298,809
CHECKING SUBTOTAL		2,388,015	2,421,090	1,978,892	3,206,682	3,721,228	3,217,934	0	0	0	0	0	0	2,298,809
MONEY MARKET ACCT (MMA) Invested - General Fund	0.55%	91,403	91,460	91,518	91,561	91,595	91,631							91,341
MMA SUBTOTAL		91,403	91,460	91,518	91,561	91,595	91,631	0	0	0	0	0	0	91,341
L. A. I. F. (Local Agency Investment Fund) As of: Nov 2024	As of: Nov 2024													
General Fund Water Connect. Fee Sewer Connect. Fee	4.51% 4.51% 4.51%	-4,011,546 0 0	-4,011,546 0 0	4,011,546	-4,011,546 0 0	-4,011,546 0 0	-4,011,546 0 0							-4,011,546
SRF Loan Reserve Board Designated Reserves	4.51% 4.51%	831,239	831,239	831,239	841,089	841,089	841,089							831,240 5,460,770
L.A.I.F. SUBTOTAL		2,280,463	2,280,463	2,280,463	2,307,484	2,307,484	2,307,484	0	0	0	0	0	0	2,280,463
CEPPT (CA Employee Pension Plan Trust) Employee Pension Reserve	o श	899,643	958,186	958,186	958,186	958,186	958,186							1,000,000
CEPPT SUBTOTAL		899,643	928,186	958,186	958,186	958,186	958,186	0	0	0	0	0	0	1,000,000
(CD Brokerage - Water Capacity Funds) (Water Connect. Fee Sewer Connect. Fee Board Point of Page 1	4.00%	11,937,405	-	12,031,825	12,567,124	12,609,719	-							12,741,436
General Fund	4.00%	2,164,773		3,133,248	3,505,730	3,531,673	3,473,382							2,273,379 1,639,058
MBS SUBTOTAL		19,702,655	19,745,494	19,791,709	19,837,094	19,926,625	20,017,975	0	0	0	0	0	0	19,083,993
GRAND TOTAL		25,362,180	25,496,692	25,100,768	26,401,007	27,005,118	26,593,210	0	0	0	0	0	0	24,754,607
	YTD Total													
* TOTAL INTEREST RECORDED	413,219	70,721	42,895	46,216	72,507	89,530	91,350	0	0	0	0	0	0	880,445

Reserve Summary As of December 30, 2024

(Policy #8600)

		12/30/2024	Increase	Decrease	!	6/30/2024	6/30/2023		<u>Change</u>
1	Capital Improvement Reserve Fund Rate Stabilization Fund	\$ 5,282,377 125,000	\$ 49,800	125,000	\$	5,232,576 250,000	\$ 5,772,624 250,000	\$ \$	(540,048)
3	Drought Contingency Reserve	250,000		250,000		500,000	500,000	7	_
4	Emergency Fund	500,000		500,000		1,000,000	1,000,000		-
5	Vehicle Replacement Fund	265,930	24,000			241,930	398,132		(156,202)
6	Office and Misc. Equipment Replacement Fund	389,217				389,217	420,864		(31,647)
	Board Designated Reserves	6,812,523	 73,800	875,000		7,613,723	 8,341,620		(727,897)
7	CSWRCB Loan	841,088	9,849			831,239	774,889		56,350
8	Water Capacity	12,738,002	1,355,550	609,040		11,991,492	11,259,801		731,691
9	Wastewater Capacity	2,472,008	47,887			2,424,120	1,357,257		1,066,863
10	Calpers CEPPT	958,186	58,543			899,643	899,643		
	Legally Restricted Reserves	17,009,284	1,471,830	609,040		16,146,495	14,291,590		1,854,905
	TOTAL	\$ 23,821,808	\$ 1,545,630	\$ 1,484,040	\$	23,760,218	\$ 22,633,210	\$	1,127,008
	Unreserved Cash	 \$2,771,402							
	Percentage of Total Capital Assets	41.88%							
	<u>Detailed Transactions:</u>								
	Depr. Expense		\$ 24,000						
	Interest		\$ 349,087						
	Debt Amortization			592,336					
	Water Capacity Fees		1,114,000						
	Sewer Capacity Fees								
	Fixed asset Additions		-	16,704					
	Reserve Changes BOD 6/23			875,000					
	Transfers			-					
	Fair Market Value & Misc Adj		58,543	-					
			\$ 1,545,630	\$ 1,484,040					



		Board Approved D	Disbursement Analysis			
Date:		Description:	Vendor	Resolution	# Actual	
	2/21/2023	Rate Study	Raftelis	110,502		81,256
	4/23/2024	Best Road Initiative	Wallace Group	3,050,000		368,815
	2/28/2023	Solar Project - SBR	Eva Green Power	1,300,000		1,306,863
	2/28/2023	Solar Project - Lessalt	Eva Green Power	39,131		3,958
	6/20/2023	Temetra	Meter Valve & Contro	430,731		428,978
	8/15/2023	Demographics	LGDR	40,000		0
	1/23/2024	Rotary Blower	Atlas Copco, Sharpe, I	130,000		109,144
	2/27/2024	FY 2024 Audit	McGilloway	27,000		27,541
	2/27/2024	SB County GIS	San Benito County - A	21,082		19,643
	4/23/2024	Election	San Benito County - A	50,000		
	7/23/2024	Itron Meters	Pace Supply	84,000		
	9/24/2024	Randy Circle	QA Constructors Inc	57,200		52,000
	11/19/2024	Well #7 Rehab	Maggiora Bros.	90,000		60,057.00

Agenda Item: H-5

Staff Report

DATE: January 21, 2025 (January 28, 2025, Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

SUBJECT: Superintendent Monthly Status Report: a. Maintenance, b. City Meter Reading, and

c. Groundwater Level Measurement.

NARRATIVE

1. All three water reports were completed and submitted on time by December 10, 2024.

- 2. In the month of December, Westhills WTP produced a total of 72.7 million gallons and Lessalt WTP produced 49.2 million gallons for the month of December. The total acre foot produced in December 2024 was 374.058 ac-ft with a balance of 617.71 ac-ft at the end of the 2024-2025 year.
- 3. Rehabilitation of Well 7 has started. Maggiora Brothers removed old well piping and inspected. A hole was found in the casing and piping was replaced. The well got inspected by another contractor to help determine condition and visually check for possible unknown repairs that may need to be addressed while rehabilitation is being completed.
- 4. The Sequence Batch Reactor (SBR) wastewater treatment basin was emptied and cleaned to perform a diffuser restoration due to useful life of the diffusers. The diffusers are used to distribute fine air bubbles and introduce air into the wastewater providing dissolved oxygen to facilitate the growth of aerobic bacteria that will breakdown organic pollutants and also help convert ammonia into nitrate by mean of nitrification and denitrification. This is a maintenance task required about every ten years of operation.
- 5. Staff worked on exercising hydrants to ensure proper water flow, remove sediment and mineral build up, maintain water quality verify proper working order. Three (3) hydrants were found to need repair, two (2) hydrants have been rehabilitated.
- 6. Both Lessalt WTP and Westhills WTP's continue to utilize the Computer Maintenance Management System (CMMS) to better manage treatment facilities equipment and document preventative maintenance activities. A total of 264 Work Orders were completed by Sunnyslope Staff between the two facilities, a increase of 87 work orders from the previous month and 22 more than the same month in 2023.

In addition to the daily, weekly & monthly work schedule, our maintenance personnel also performed these special additional work projects.

WATER (11) December 2024

- 1. Maggiora Brothers Inc. pulled Well #8 pump, motor, and pipe for replacement.
- 2. Maggiora Brothers Inc. brushed, swabbed, and blew out Well #8 of debris in preparation for installing new equipment.
- 3. Newman Well Videoing inspected Well #8 casing and screens. Recommended well casing cleaning.
- 4. Replaced leaking water service line and saddle at 2201 Valleyview Road.
- 5. Repaired leaking water service line and saddle at 1200 Loma Vista.
- 6. Rebuilt and painted hydrant at 1680 Sausalito Drive.
- 7. Replaced leaking service lines at 920 and 930 El Toro Plaza. Hot tapped new saddles and hardware for two individual services.
- 8. Re-poured cement sidewalk section by service line repair at 1115 Meridian Drive.
- 9. Hauled asphalt and cement debris piled from shop to Don Chapin for recycling.
- 10. Tested SCADA back-up batteries at wells, lift stations and interties.
- 11. Flushed well and tank pressure transducers.







Project Location : Maggiora Brothers Inc. pulled Well #8 pump, motor, and pipe for replacement.

Project : Repair/Upgrade Well

Project : Repair/Upgrade Well

Department : Water Department

Description : Rehabilitation of this wellhead has been an anticipated "unscheduled" activity that has been planned for based on age of the asset. The existing pump and equipment were installed in the 1990's and has been in operation since that time with good performance. Well pumps are expected to last 20 years under regular operation.

LESSALT Water Treatment Plant (10)

- 1. Completed TOC syringe cleaning and oxidizer replacement, changed both filters including Turbidity analyzers on CMF 1 & 2.
- 2. Calibrated Oxygen Reduction Potential probes (ORP). These probes are used to understand the water quality purity, monitoring anaerobic activity and water's ability to either release or accept electrons during chemical reactions. Staff is able to make quicker and reliable adjustments depending on reading given.
- 3. Flushed Continuous Microfiltration (CMF) feedlines. These lines need to be clear of all debris and organic growth to read accurately.
- 4. Weekly calibration of instruments. Computerized Maintenance Management System (CMMS) records all maintenance activities, helps keep track of all work history to all assets including maintenance activities with time and date and current conditions.
- 5. Continued training staff on plant operations. Staff have now begun cross training at both plants and learning to operate both plants simultaneously, in preparation for On-call duty responsibilities.
- 6. Rebuilt actuators on Microfiltration (MF's). Actuators open and close multiple times per day causing wear on the gasket. These actuators are rebuilt periodically to prevent them from failing at critical times.
- 7. Tested reverse flow procedures. Per state water resources, various distribution lines need to be tested in reverse to verify that cross contamination is not possible and check valves are in proper working order and verify that alarms are triggered if situation occurs.
- 8. Replaced 6" valve on Air-Valve (AV-5) CMF #1.
- 9. Replaced CMF #3 regulator.
- 10. Replaced check valve on Surface Water Wash Pump #1.

West Hills Water Treatment Plant (8)

- 1. Added 3 bags of Microsand to the Actiflo System. Microsand enhances floc formation and acts as a ballast to aid in rapid settlement of coagulant material.
- 2. Cleaned and inspected back wash control valve Feed Control Valve (FCV 006). Found and cleared debris.
- 3. Installed new sample tap in Sand Room.
- 4. Replaced the feed line to CL-17 in Sand Room.
- 5. Re-connected permanganate tank to pumps and disconnected stand-by tote.
- 6. Cleaned and inspected Chlorine (CL2) pump #2.
- 7. Modified drainage by the Powder Activated Carbon (PAC) system to prevent standing water.
- 8. Replaced gasket on discharge side on CL pumps.

Wastewater (5)

- 1. Drain Basin 1 in preparation for diffuser rehabilitation.
- 2. Continued clearing weeds.
- 3. Replaced low level float at Paullus Lift Station.
- 4. Pulled, cleaned, and inspected pump #2 at RM2 Lift Station.
- 5. Completed annual sewer system cleaning.









Project Location : SBR Wastewater Treatment Plant
Project : Air diffuser replacement, Basin 1 drained
Department : Wastewater Department

Description : SBR ceramic disc diffusers life expectancy is between 10-15 years depending on various factors. Recently several air diffusers popped causing uneven air distribution on disturbance of settled sludge. No violations were triggered but proper treatment wasn't achieved. While emptying Basin 1, staff had to make operational adjustments to Basin 2 and run field test to verify that the treatment was being performed, and limits were being met.

Industrial Plant (1)

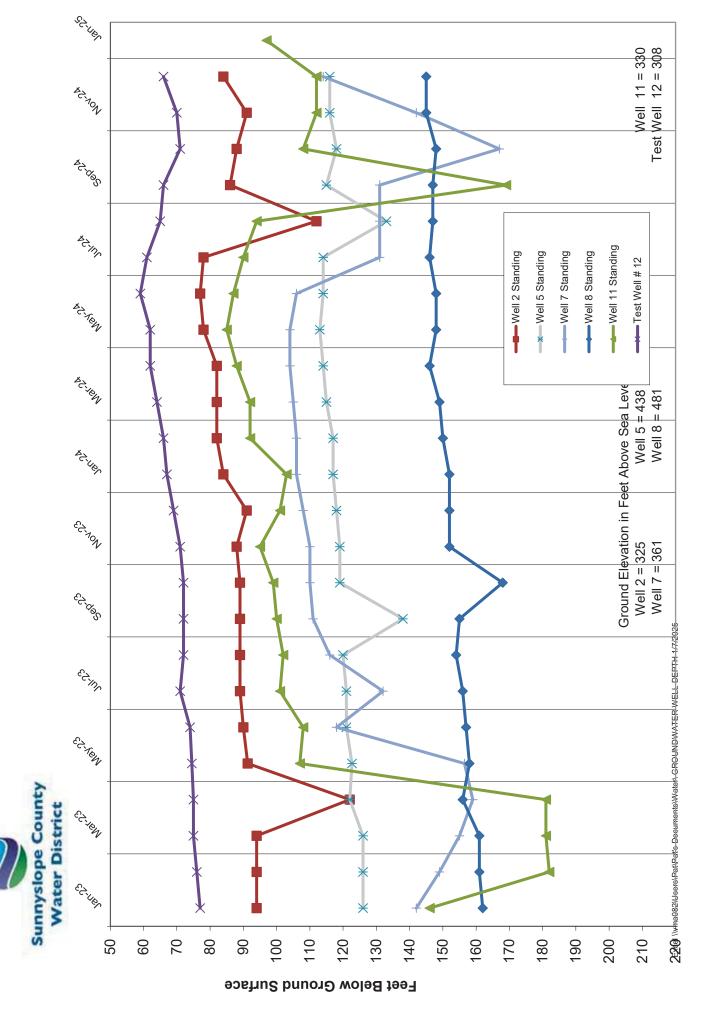
1. Collected sludge depths in Calls A, B and C in Pond #1.

Completed This Month	Job Descriptions	Completed YTD 2024 – 2025 July 1 to June 30	Completed 2023 – 2024 July 1 to June 30	Completed 2022 – 2023 July 1 to June 30	Completed 2021 – 2022 July 1 to June 30
498	Work Orders	2910	4338	2480	2520
18	Temporary Manual Read Water Meters Installed in New Construction Accounts	60	171	287	292
0	Radio Read Meters & ERTs Installed in New Construction Accounts	1	5	3	1
0	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	144 (Total = 7558)	216	268	300
33	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	99	180	247	309
17	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	61	299	528	487
105	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	196	466	537	342
33	Meters on Repair List	96	209	250	335
11	Emergency Calls	70	138	158	161
160	Locates on our Water/Sewer Lines	1080	1722	1512	1816
0	Sewer Inspections	0	0	0	0
5	Shutoff Notices	39	23	0	0
3	Water Services Replaced	9 (Total = 972)	17	15	39

(3/2021 Update Valve and Fire Hydrant Count, Includes Santana Ranch pH 1, Villages, Tyler Knoll, Walnut Park, Creekside)

Depth to Standing Water Level Below Ground Surface

Month/Year





Hollister/Sunnyslope Intertie Water Balance

	Report Date: January 1, 2025 Current Consumption Period: November 13, 2024	to	December 16, 2024		
	Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD
Southside	e Road Intertie Water Total Flow	0	in G a	llons	
	Memorial Water Total Flow	3,001,600	3,412,700	0	(
			<u> </u>	-	
	pe & Memorial Water Total Flow	2,287,000	2,332,700	200	
	and Memorial Water Total Flow	800	1,500	1,100	1,300
Santa Ana	a & La Baig Water Total Flow	929,900	2,518,900	0	(
Int	tertie Sub-Total Water Flow	6,219,300	11,356,397	1,300	1,500
	Total Combined Surface and Ground Water Intertie Flow	17,5	75,697	:	2,800
City of Ho	ollister Well 2 Surface Water Total Flow (West Hills)		11,023,000		
City of Ho	ollister Well 4 Surface Water Total Flow (West Hills)		21,922,000		
City of Ho	ollister Well 5 Surface Water Total Flow (West Hills)		21,715,000		
Sunnyslop	pe Well 2 Surface Water Total Flow (West Hills)				8,001,000
Sunnyslop	pe Well 11 Surface Water Total Flow (West Hills)				22,356,000
Sunnyslop	pe Surface Water Total Flow (LESSALT)				21,383,000
Sı	urface Water Flow Sub-Totals		54,660,000		51,740,000
Gr	round Water and Surface Water Flow Totals	6,219,300	66,016,397	1,300	51,741,500
	COH half of Surface Water Flow to Distribution (LESSALT & WH)		53,200,000		
. رق	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	6,218,000	12,814,897		
at Perilo	Beginning Water Balance Owed to SSCWD (to COH)	851,339,500	-320,042,998		
Chleu Peilog.	Gallons Billed to COH thru Report Date December 1, 2024	0		Informational Last Month Net Total	531,296,502
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	857,557,500	-307,228,101	Net Sub Total	550,329,399
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastew consumption period	ater Treatment Plant dur	ring the current	1,001,000	
	Exchange Factor; Half of the total gallons discharged to COH WWTP	from LESSALT multiplie	ed by a factor of 4		4,004,000.00
	Ending Water Balance Owed to SSCWD (to COH)	853,553,500	-307,228,101	Net Total	546,325,399
×.	LESSALT WTP Total Flow to Distribution		21,38	33,000	
Current.	Percent of LESSALT Surface Water Received	СОН	53.1%	SSCWD	46.9%
	COH half of LESSALT Total Flow to Distribution		10,69	91,500	
Current.	Intertie Net Surface Water Total Flow to COH		11,35	54,897	
G.	Intertie Net Ground Water Total Flow to COH		6,21	8,000	
orti.	West Hills WTP Total Flow to Distribution		85,01	17,000	
Current.	Percent of Surface Water Received	СОН	64.3%	SSCWD	35.7%
Current.	COH half of West Hills WTP Total Flow to Distribution		42,50	08,500	
CILL	West Hills WTP Surface Water Total Flow to COH		54,66	60,000	

From April 1, 2024 to Present					
	LESSALT WTP Total Flow to Distribution		249,38	30,000	
	West Hills WTP Total Flow to Distribution		699,53	33,000	
140	Surface WTPs Total Flow to Distribution		948,9	13,000	
	Total YTD Surface Flow to COH/SSCWD	COH	505,051,945	SSCWD	443,861,055
	Percent of Surface Water Received	COH	53.2%	SSCWD	46.8%

Agenda Item: H - 6

Staff Report

DATE: January 23, 2025 (January 28, 2026 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **Website Performance** – December page views exceeded 66,000 for the month. This was the largest traffic volume of the year. Staff will be updating the website this month with information about our newest board member and status of upcoming projects.

- 2. **Best Road Mutual Water Company (BRMWC) System Consolidation** This month all stake holders met for a Zoom meeting the review progress. The actions taken by the board on January 14th have kept this project on track. All contracts have been executed, and the construction award has occurred, and the contractor is preparing to mobilize the site.
- **3. Staffing** Presently all staffing positions are filled. One staff member remains on disability leave while awaiting evaluation. To backfill this vacancy cross training of qualified maintenance staff to fill in at the water treatment plants has been ongoing.
- **4. San Juan Bautista (SJB)** The City of SJB has a new city manager. She will be joining in on future water supply management meetings under the governance committee management.
- 5. City of Hollister (COH) The COH has three new council members, including a new Mayor. Staff participated in a plant tour of the Westhills Treatment Plant with the City council members to meet them and to share some background regarding the operations of the water plants.
- 6. ADRoP Contract Amendment The SBCWD General Manager continues to provide contract language for amending Water Supply and Treatment agreement. The district governance committee will meet to review the proposed changes and provide comments, and both COH and SJB staff will also review prior to scheduling of a multiagency meeting.

Staff Report

Agenda Item: <u>I-1</u>

DATE: January 10, 2025 (January 28, 2025 Meeting)

TO: Board of Directors

FROM: General Manager, Drew A. Lander P.E.

Consultant, Douglas Johnson, National Demographics Corporation

SUBJECT: Adoption Of Resolution Of Intent No. 607 To Transition From At-Large To

By-District Elections And Acceptance Of The Timeline For Completion.

(Not A Project Under CEQA Per Article 20, Section 15378).

RECOMMENDATION:

Approve a motion to have the Board President sign Resolution N. 607 adopting the intent to transition from at-large by-district elections and accept the timeline provided by LGDR to complete the process as required by the California Voting Rights Act (CVRA).

BACKGROUND:

The District was served a demand letter in February 2023 from the law firm of Shenkman & Hughes, PC, located in Malibu California. This letter claimed racially polarized voting occurring in prior election cycles occurred and the district's current "at-large" elections were a violation of the CVRA. At that time the Board approved contracting with LGDR – Nation Demographics Corporation to perform the task of ensuring district compliance with CVRA as we undertake the process.

Due to the timing of elections and the need to schedule public meetings appropriately, our consultant recommended we begin this process right away and Douglas Johnson has provided the following schedule to complete the transition. This schedule will be posted to the District website when approved, but it can change in response to public input or if additional information becomes available.

<u>January 28</u> Share schedule and process with the Board

<u>February 25</u> First hearing (community education and information-gathering -- no draft maps)

<u>March 25</u> Second hearing (community education and information-gathering -- no draft

maps)

<u>April 15</u> Deadline to post initial draft maps (7 days prior to the 3rd hearing - a deadline, not a

meeting)

<u>April 22</u> Third hearing (first discussion of draft maps - Board may request new or revised maps for consideration at the 4th hearing)

May 27 Fourth hearing (second discussion of draft maps). If no map changes are made or requested, the fifth hearing and adoption vote may (but does not have to be) be held as a separate agenda item at this meeting too.

<u>June 24</u> If needed, this will be a fifth hearing and map adoption.

These dates are flexible so if any of these dates need adjustment they can be modified. The only statutory limitations are that the 1st and 2nd hearings must be within 30 days of each other, and the 3rd and 4th hearings must be withing 45 days of each other.

FISCAL IMPACT:

The District has previously contracted with LGDR. No additional fiscal impacts are proposed with this action.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION No. 607

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUNNYSLOPE COUNTY WATER DISTRICT DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO BY-DISTRICT ELECTIONS AND SETTING FORTH THE PROCESS FOR TRANSITIONING TO BY-DISTRICT ELECTIONS

WHEREAS, Board members of the Sunnyslope County Water District (District) are currently elected by at-large elections, as each member is elected through a District-wide vote; and

WHEREAS, the California Voting Rights Act ("CVRA") became law in 2003 and provides a means for prospective plaintiffs to allege racially polarized voting and to seek a change from a jurisdiction's at large election system to a different system, typically a by-district or by-division election system where only registered voters within a specific division may vote for a candidate running from their specific division, and also allows for the recovery of a plaintiff's attorneys' fees; and

WHEREAS, a violation of the CVRA may be established if it is shown that racially polarized voting has combined with an at-large voting system to impair the ability of a protected class of voters to elect candidates of its choice or to influence the outcome of an election; and

WHEREAS, "racially polarized voting" under the CVRA means voting in which there is a difference between the choice of candidates or other electoral choices that are preferred by voters in a protected class and in the choice of candidates and electoral choices preferred by voters in the rest of the electorate; and

WHEREAS, in 2023, the District received a certified letter from attorney Kevin Shenkman of the law firm Shenkman & Hughes, on behalf of his client, the Southwest Voter Registration Education Project, asserting that the District's at-large election system may violate the CVRA and threatening litigation if the District does not voluntarily transition to a district-based election system for electing its Board members; and

WHEREAS, the District denies that its election system violates the CVRA or any other similar law; and

WHEREAS, although Mr. Shenkman's letter was not accompanied by evidence of the existence of racially polarized voting or evidence supporting the claim of a CVRA violation, the Board of Directors has nevertheless determined due to the high cost of litigation, including the potential payment of plaintiff's attorneys' fees, that the public interest is better served by initiating a process for transition to a division-based election system in order to avoid the costs associated with defending a lawsuit under the CVRA; and

WHEREAS, the Board of Directors expresses its desire and intent that the division-based election system be implemented in a way that will minimize divisiveness in the community; and

WHEREAS, the California Legislature has provided in Elections Code Section 10010 a method whereby a jurisdiction may expeditiously transition to a district- or division-based election system and avoid the high cost of litigation under the CVRA by its adoption of AB 350; and

WHEREAS, prior to the District's consideration of a resolution to establish boundaries for a division-based electoral system, the District is first required under Elections Code section 10010 to hold public hearings where the public may provide input on the composition of the divisions, then to draw proposed maps that must be published and available for the public to

comment on during at least two public hearings, and to thereafter adopt a resolution with the new maps showing the divisions; and

WHEREAS, the adoption of a district-based elections system will not affect the terms of any sitting Board member, each of whom will serve out his or her current term; and

WHEREAS, the District has retained an experienced demographer to assist the District to develop a proposal for a district-based electoral system.

WHEREAS, the District now desires to declare its intention to adopt a resolution transitioning from an at-large to district-based elections for its next election, establish specific steps it will undertake to facilitate this transition, and establish an estimated timeframe for doing so.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: Recitals

The recitals set forth above are true and correct.

Section 2: Intent to Transition to District-Based Elections

The Board of Directors intends to consider adoption of a resolution, consistent with and Elections Code Section 10010, to transition to a division-based or zone election system for use in the District's next general election for its Board of Directors and directs its legal counsel to inform Mr. Shenkman of the District's adoption of this resolution and its intent to transition from an at-large election system to a by-district system.

Section 3: Upcoming Actions

The Board of Directors shall take, or shall cause District staff to take, the following actions, within the time frames established by Elections Code Section 10010 following the effective date of this Resolution, taking into consideration time required for public outreach and input, agenda requirements under the Brown Act, and the Board of Directors' meeting schedule:

- (a) Conduct public outreach, including to non-English speaking communities, to explain the districting process and to encourage public participation;
- (b) Before drawing a draft map or maps of the proposed division boundaries, hold at least two public hearings at which the public is invited to provide input regarding the composition of the divisions and to consider division boundaries as provided in Elections Code Section 1001 0;
- (c) After drawing a draft map or maps, publish the draft map(s) and the potential sequence of the division elections and hold at least two public hearings at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections; and
- (d) Hold a public hearing at which the Board of Directors will consider and adopt a resolution establishing division elections, including the adoption of a division boundary map and the sequence of the division elections.

Section 4: Severability

The Board of Directors declares that, should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 5: Conflicting Provisions

All of the provisions heretofore adopted by the District or the Board of Directors that are in conflict with the provisions of this Resolution are hereby repealed.

Section 6: Effective Date

This Resolution shall take effect upon its adoption.

Section 7: CEQA

The transition from at-large to district-based elections is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Public Resources Code §§ 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14 § 15000 et seq.) sections 15061(b)(3), 15320, and 15378(b)(3). Adoption of this Resolution is an organizational and administrative activity of the District, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not a project for purposes of CEQA. In the event adoption of this Resolution does constitute a project, it is categorically exempt under Class 20 (Changes in the Organization of Local Governments) categorical exemption.

Section 8: Authorization

The Secretary or any officer of this Board of Directors be, and hereby is, authorized and directed to take the above action for and on behalf of the Board of Directors and any and all actions that may be necessary or appropriate, including procurement of necessary supplies and services to prepare for and conduct said general election in accordance with the District Law.

The above Reso	olution was passed by the following vote of the Board of Directors of the
Sunnyslope Co	unty Water District held on
AYES:	
NAYS:	
ABSEN	T:
	SUNNYSLOPE COUNTY WATER DISTRICT
	Ву:
	Michael Alcorn, President
(SEAL)	
ATTEST:	
•	Drew A. Lander, Secretary

Agenda Item: I-2

Staff Report

DATE: January 18, 2025 (January 28, 2025 Meeting)

TO: Board of Directors

FROM: Drew Lander P.E., General Manager

SUBJECT: Authorize And Approve The Phase II Aeration System Blower Replacement Project To

Purchase And Install A Second Rotary Lobe Blower At The Ridgemark Wastewater Treatment Plant For A Cost Not To Exceed \$125,000. (California Environmental Quality

Act Title 19 – Categorically Exempt, §15301 - Maintenance of Existing Facilities.)

RECOMMENDATION:

Approve the capital project titled The Phase II Aeration System Blower Replacement Project for a cost not to exceed \$130,000 and authorize the General Manager to purchase a secondary Atlas Copco rotary lobe blower, to contract with the Wallce Group for engineering assistance to provide as built plan details, to solicit quotes from qualified mechanical contractors to install the blower, and to surplus the removed HSI Turbo blower.

BACKGROUND:

The Ridgemark Wastewater Treatment plant (SBR) expansion was constructed in 2012 with three HSI turbo blowers providing air for the treatment. Their operation made them costly to maintain, prone to failure due to on/off operation and if run continuously there was several thousands of dollars expended annually on wasted power consumption when blowers had to operate but no air was required to treat wastewater. After conducting an energy analysis 2023 with third party PG&E consultants, a modification was proposed to install a type of blower that could be turned on and off without causing failure. As that project was being developed SSCWD was offered \$65,000 from a local company who had use for a used turbo blower. We sold that unit leaving us with two blowers, one for daily operation and a secondary for back up operation. Within 5 months of that sale, one of the two remaining blowers malfunctioned, and staff immediately came to the board with an emergency request to purchase the new rotary blower because redundancy is required. The blower failure was unexpected, but the mode of failure was consistent with what was previously experienced with the turbo blowers.

In January of 2024 staff presented an item of urgency to the board requesting immediate action to replace the backup HSI Turbo blower after its failure. That project was completed last year, primarily inhouse and both costs and performance have been favorable to the District. A rotary lobe blower was installed with direct costs of \$109,144, plus an estimated \$4,000 of staff time, resulting in expenditures less than the project estimate of \$130,000 which was approved by the board. Additionally, the blower removed

was sold for \$50,000 making the project very successful. The rotary lobe blower then was put into primary operation with the remaining turbo blower as the backup. Power consumption is down as expected and replacement of the second blower is expected to cost less than the first one now that much of the unknowns have been solved.

At the completion of this Phase II project the SBR will then be fitted with two identical rotary lobe blowers which will provide decades of maintenance free operation and power savings.

FINANCIAL IMPACT:

Since the installation of the first blower the SBR has been running well on the new blower. Installing a second blower will not result in additional power savings because it is a redundancy piece of equipment for reliability. The second HSI blower is expected to be sold for \$45,000 so it will be surpluses. A new blower costs the same as the last one, \$67,400 and can be delivered in the first quarter of the new year. The Wallace Group will provide engineering support for a cost not to exceed \$15,000 and the installation of the blower is estimated at \$40,000.

Total project costs not to exceed \$125,000. \$45,000 will be recovered from the sale of the blower. Maintenance and risk of failure will reduce future expenditures, but exact value is unknown.

ENVIRONMENTAL IMPACT:

The proposed project is California Environmental Quality Act Title 19 – Categorically Exempt, §15301 - Maintenance of Existing Facilities.

ATTACHMENTS:

Atlas Copco Quote





SSCWD Regular Board Meeting

Jackson 18, 2024

Date: December 18, 2024

Contact: Drew Lander

Company: Sunnyslope County Water District

Address: 3570 AIRLINE HWY

HOLLISTER CA 95023-9702

United States

Phone:

Email: <u>drew@sunnyslopewater.org</u>

Dear Mr. Drew Lander

Thank you for your recent enquiry. Further to our discussions, please find enclosed our quotation as per your requirements.

We trust the enclosed information is of interest and look forward to hearing back with your comments. If you require any further information on this or any of our products or services, please do not hesitate to contact me.

Best Regards,

Gatlin Gold Municipal Sales Manager - Blowers Mobile: +1 832-297-7916 gatlin.gold@atlascopco.com



Price Summary

Description	Qty
Stock ZS 4 VSD P&P 37kW C-1.2-60	1
 Power Supply: Single 460V / 60Hz / 3ph Controls: Integral VSD: Integral Motor: 37 kW / 50 HP Working pressure: 1200 mbar Gear ratio: C Flanged connection: 8" ANSI flanges For more details, please see the attached <i>Product Description</i> Included Options	
 ISO 1217 Test certificate (Unwitnessed) Full option motor Indoor Enclosure 	
Field Installed Accessories	
 8" Discharge Expansion Joint (installed by others) E/IP Gateway (installed by AC Tech) Local Speed Control (installed by AC Tech) 	
Grand Total (excl VAT) USD	\$67,400.00

Payment & delivery conditions

Quote valid to:	01/31/2025
Submittals Approval required	Standard Documentation for stock unit No approval required
Shipment ¹	24 weeks
Commissioning:	Included
Installation:	Not included
Warranty:	See Standard Conditions of Sale
Payment terms:	See Standard Conditions of Sale
Incoterms & location:	FOB Jobsite
Freight:	Included

Delivery Terms Equipment will be delivered in our standard packaging unless otherwise stated (off-loading and positioning to be done by others). Optional items may impact delivery. ¹Delivery time can be confirmed upon acceptance of your order/final instructions to proceed.



Date: December 18, 2024

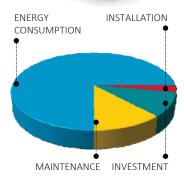
PRODUCT DESCRIPTION: ZS 4 VSD

ATLAS COPCO OIL-FREE ROTARY SCREW AIR BLOWER, AIRCOOLED, VARIABLE SPEED, ELECTRICAL CABINET INCLUDING VSD INVERTER

The Atlas Copco ZS 4 VSD positive displacement screw blower is probably the most innovative and advanced screw blower available in the market, providing unrivalled energy savings and maximum reliability in the smallest footprint. To protect your process and end products, it features the unique 100% oil-free Class Zero Certified screw element.

Ultimate Efficiency, Reliability and Air Quality

The ZS 4 screw blower is built around energy efficiency to come to the lowest TCO (Total Cost of Ownership) over the lifetime of the blower. TCO consists of all costs to purchase, install, operate and maintain the blower over its full lifetime; far the largest part of this TCO is the operating cost, or the spending to energy/electricity consumption! Looking on a larger scale, e.g. at the total costs of a WWTP (Wastewater Treatment Plant), figures are available proving that 60% of a the full WWTP energy consumption is related to the aeration system (the blowers); selecting an energy efficient blower pays off!



Highlights

Efficient, clean and reliable compression

True oil-free compression technology (Class 0 certified).

Optimized inlet- and outlet port and rotor, coated rotors for minimal clearance

IE3 & Nema premium efficiency motor

Forced cooling and lubrication of bearings and gears

Integrated oil pump

Cool oil injection to bearings and gears

Gearbox transmission: most efficient, minimum maintenance

Plug & Play - total solution

Neos VSD inverter, EMC- and RFI filter, TT/TN net

Sensors for air & oil pressure & temperature included

Advanced touch screen monitoring system

Connectivity potential to system process controller and or Optimizer 4.0

Installation flexibility

Most compact screw blower in the market

Sound attenuating canopy

Side-by-Side installation as standard



SSCWD Regular Board Meeting January 28, 2025 - Page 48

Quote No. 5666837R0 Date: December 18, 2024

Product features - customer benefits!

State-of-the-art oil-free screw element

Built around the proven Atlas Copco oil-free patented asymmetrical rotor profile, the ZS compression element comprises of most energy efficient geometry (4 lobes and 6 flutes). By using internal compression to reduce the volume during compression, the intermeshing coated rotors provide extremely high energy efficiency compared to the traditional lobe type blower.



Efficiency

The Atlas Copco screw blower element is 30% to 40% more efficient than a traditional lobe blower which results in less energy cost. This screw blower element is built around efficient internal compression; for that the inlet and outlet ports are optimized; coated rotors enable a minimum operational clearance setting which is managed by a carefully selected synchronization gear set. High efficiency bearings run smoothly with minimal mechanical losses.



Reliability

The integrated oil pump and oil cooler feed cool oil to bearings and gears; oil nozzles ensure the right amount of oil. Lower operating temperature results in longer component life and higher maximum ambient temperatures that can be allowed. Higher pressure capability allows for higher operating pressure, pressure spikes and dirty filters.



Air Quality

Oil-free compression element (ISO 8573 Class 0 certified) for guaranteed air quality.



Gearbox transmission

Power transmission from motor to blower-element is done with a gearbox. A flexible coupling helps to limit torque peaks. Gearbox transmission is the most reliable and energy efficient solution:

Efficiency

Conservative estimates suggest, a gearbox is at least 5% more energy efficient transmission compared to belt-pulley system on average. No belt slip affecting the blower performance, ambient oil mist and dust increase belt slip further. Unlike for belt-pulley, no risk for misalignment and increased transmission losses.





SSCWD Regular Board Meeting January 28, 2025 - Page 49

Quote No. 5666837R0 Date: December 18, 2024

Reliability

Forced cooled oil flow ensures long lifetime of transmission elements No specific preventive maintenance required besides the oil and filter change, less down time. Smart bearing- and gear sizing: radial bearing forces increase lifetime and improve efficiency, helix gears reduce bearing thrust loads, and hence the element lifetime. The drive motor is TEFC IP55 rated, ready for use dusty conditions.

High efficiency air inlet filter

Atlas Copco ZS blowers include a filter housing that will pre-separate heavy particles through centrifugal action, and subsequently a paper cartridge type air intake filter removing 99.5 % of all dust particles greater than 1 micron in size. (Filter specification is SAE fine 99.5 %). This ensures:

Reliability

Protecting the compressor element from dust and particles, to ensure longer lifetime for element. Protecting the customer air net from dust and particles, to ensure clean and trouble-free operation.

Efficiency

Low pressure drop over the filter for less energy consumption. A pressure transmitter records pressure drop over the inlet filter, the blower controller posts a warning if the filter is clogged. A 50mbar pressure drop due to a clogged filter leads to 5-10% energy waste!

Forced, cooled oil lubrication circuit

The oil circuit includes an integrated oil pump, cooler, oil filter and sump ensuring that clean and cooled oil of not more than 70°C is fed to the gears and bearings of element and gearbox.

Reliability

To protect, cool and lubricate the element and gears' bearings and gears even in the harshest operating conditions, resulting in long element lifetime and infrequent preventive maintenance

Efficiency

Forced oil lubrication allows for high element speed, so high discharge flow for very limited sized blower packages.











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Quote No. 5666837R0 Date: December 18, 2024

Start-up valve

This valve has three functions:

- 1. start-up valve: start without back-pressure, limit motor starting torque.
- pressure control valve: with help of a controlled solenoid valve, blow-off valve is opened when the set-pressure is reached to stop the air supply while not having to stop the motor.
- 3. safety valve: mechanical protection: the valve will be pushed open mechanically when the pressure exceeds the maximum allowed point.

Reliability

Protecting the blower and the whole air network from over pressure.

Efficiency

Correctly rated motors have better efficiency resulting in less energy consumption.

Control and regulation system

The Elektronikon® Mk5 Touch controller and regulation system builds on years of experience and knowledge. The unit controller is specially designed to maximize the performance of your blower under a variety of conditions. The controller has built-in remote control and notification functions provided as standard, including a simple to use integrated webpage.

Reliability

Precise and continuous monitoring of all instrumentation parameters ensures that the compressor is always protected.

SMARTLINK integration

SMARTLINK enables online monitoring of the unit, tracking of warnings and/or alarms, sensor trending, maintenance scheduling etc. With SMARTLINK, we adopt to new Industry 4.0 connectivity requirement.

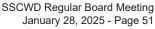
Reliability

Allows read-out of the parameters of the machine on a user login-protected web site.









Quote No. 5666837R0 Date: December 18, 2024



Electrical cubicle with integrated VSD starter

The Neos inverter is the best-in-class integrated VSD inverter; it is an inhouse design, dedicated for blowers and compressors. It is a complete solution with improved control capacity and with the highest guarantee on spare parts availability. Neos has IP5X protection degree hence can operate trouble-free in the harshest conditions. With the integrated VSD, we can offer either Pressure Control mode (adapt speed to reach pressure setpoint) or Remote Speed Control (follow a 4-20mA signal).

Reliability

Proven design integrating all required electrical components for optimum reliability.

Efficiency

VSD inverter designed specifically to operate blowers and compressors (with specific constant-torque application). Reduced installation and start-up cost thanks to complete integration.

Noise enclosure with internal baffling

Completely enclosed canopy with silenced doors and air inlet baffling. Ventilation gratings are at the back panel and on the roof top to enable ducting of intake air or ventilation outlet. Canopy design enables installation Side-by-Side, periodic maintenance can be done from front and back.

Reliability

Intelligent internal baffling design coupled with totally enclosed canopy providing reduced sound levels for an improved working environment.

Efficiency

Reduced installation costs as there is no need for noise insulated rooms and doors.



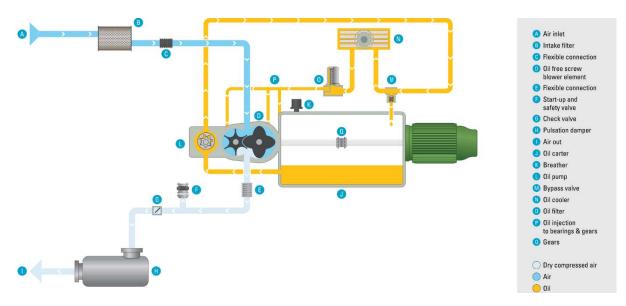






Quote No. 5666837R0 Date: December 18, 2024

Working principle



The air system

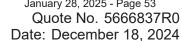
Air is filtered prior to entering the screw blower element, where it is internally compressed. At start-up, the blow-off valve is 'open' for smooth unit start-up. As soon as the blow-off valve is closed, air pressure increases further, resulting in enough force to push the check-valve open. The discharge silencer reduces the pressure pulsation levels to the minimum.

The oil system

Oil suction from the carter, integrated in the gearbox. The bypass valve decides exactly what oil flow is required for bearing- and gear cooling and lubrication. That oil first is pumped through the oil cooler, then the cool oil is fine filtered. Filtered cool oil is distributed to individually tuned oil nozzles per bearing and/or gear in screw blower element and gearbox. Internal drains recover all oil in the carter (in the gearbox).

The cooling system

One cooling fan pulls fresh air from the unit back side. That fresh air is pushed through the oil cooler, taking away the heat of the oil. In parallel, the motor cooling fan also pulls fresh air from the unit back side. The motor fan-cowl ensures that air flowing over the motor cooling fins. The cubicle is cooled with fresh air taken-in through filters in the front door. The hot canopy air (oil cooling heat, motor cooling heat and cubicle heat) can leave the canopy through a roof-top grating. A noise attenuating baffle is installed.





Standard scope of supply

Air circuit	Air inlet filter			
	Coated screw element, 100% oil-free (Class 0)			
	Start-up/Safety valve			
	Check valve			
	Compensator behind element for mechanical decoupling			
	Discharge pulsation damper			
	Outlet air flange DN200 DIN&ANSI			
Oil circuit	Supplied oil-filled			
	Completely pre-piped oil circuit			
	Integrated oil pump			
	Oil cooler			
	Oil filter			
	Fan + motor			
	Built-in oil breather system			
Motor	IE3 induction motor, TEFC IP55			
Cubicle	Neos VSD inverter, EMC- and RFI filter, TT/TN net			
	Elektronikon® Touch controller			
	Sensors air & oil pressure & temperature			
	SMARTLINK			
	Flow control via 4-20 mA (external source)			
	LAN or Internet control/monitoring			
Bodywork	Sound attenuating canopy			
	Frame with forklift/pallet-jack slots			
	Side-by-Side installation as standard			
Mechanical approval	ASME or CE approval			



SSCWD Regular Board Meeting
Jackson 128 November 18, 2024
Date: December 18, 2024

Standard Conditions of Sale

GENERAL – Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

DELIVERY – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in Section 5. Atlas Copco may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery installments.

SECURITY AND RISK OF LOSS - Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States

PAYMENT – If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.

A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Atlas Copco, constitute a default in addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law. If, in the judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified. Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco by its contracts with the manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

FORCE MAJEURE – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

NEW PRODUCT WARRANTY – Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dyers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto.

Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense.

Replaced Products become the property of Atlas Copco.

Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.

When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.

Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTIABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.



SSCWD Regular Board Meeting

Jack 168 No. 5666857R0

Date: December 18, 2024

LIMITATION OF LIABILITY – IN NO EVENT SHALL ATLAS COPCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Atlas Copco's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.

All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within on year of time of accrual thereof.

PRICES – Prices to the Purchaser shall be the Atlas Copco list price in effect at time of order. Atlas Copco may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.

This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter by applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers any such taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.

The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

INFORMATION FURNISHED PURCHASER – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party.

PATENT INDEMNITY – For purposes only of this Section 10, where used, the designation "Atlas Copco" shall be deemed to mean Atlas Copco North America Inc. and its subsidiaries.

Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser's detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suite or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT

To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

ASSIGNMENT – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.

TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.

PARTIAL INVALIDITY – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

REMEDIES – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

SMARTLINK: The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time.

NOTE: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment of services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.



SSCWD Regular Board Meeting J-0416168N602556668597R0

Date: December 18, 2024

PAYMENT TERMS

Unless expressly agreed to in writing on a specific contract or order, our standard payment terms are:

For orders under \$75,000 the payment terms shall be Net 30 days from date of shipment.

For orders over \$75,000 or with lead times greater than six months the following terms shall apply:

1. Domestic Shipments

NET 30 for all progress payments

- 20% of the contract value upon approval of submittal package
- 60% of the contract value upon satisfactory completion of factory tests or shipment from factory
- 15% of the contract value upon delivery to site
- 5% of contract value upon commissioning and final acceptance, not to exceed 180 days from delivery

For late payments, the customer agrees to pay the greater value of \$250 per business calendar day for payment not received or

- A. 1.5% of the invoice value if not paid in full within 10 business days of the agreed upon NET 45 terms
- 2.5% of the invoice value if not paid in full within 20 business days of the agreed upon NET 45 terms
- 3% of the invoice value per calendar month if not paid in full

2. Export Shipments

All export shipments are subject to purchaser arranging for an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a recognized American bank.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

3. Payment Retention

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Atlas Copco's expense in lieu of retention.

4. Credit Approval

All terms are subject to credit approval by Atlas Copco Compressors LLC.

CANCELLATION SCHEDULE

The following cancellation schedule shall apply to orders once released to manufacture.

Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center. Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center. Engineered Equipment - equipment requiring customized features not shown in the current catalog.

Orders for Standard Non-Stocked Equipment

A) After production has started:

40% of equipment price

B) After production has been completed:

* 60% of equipment price

Orders for Engineered Equipment

A) After production has started

- 40% of the base machine price
- * 40% of optional equipment of purchased materials will be charged

B) After production has completed

- * 60% of the base machine price
- * 100% of optional equipment

Agenda Item: I - 3

Staff Report

DATE: January 22, 2025 (January 28, 2025 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: Board Discussion And Annual Goal Setting/Strategic Planning Meeting (Not A

Project Per CEQA Article 20, Section 15378).

RECOMMENDATION:

The Board will discuss collective expectations for 2025 and majority provide the General Manager (GM) direction regarding items of importance for the board to be pursued this year.

BACKGROUND:

During the most recent GM annual evaluation the board discussed and requested the GM agendize an item for the January meeting to allow board members the opportunity to discuss district goals and planning for the 2025 year. This is a new process which is conceived to provide the GM with board member input and to clarify policy direction from the board for the new year.

FISCAL IMPACT:

The fiscal impact of this planning is unknown, however all board actions resulting in expenditures exceeding the GM authority will come before the board for approval at future board meetings.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.