



REGULAR BOARD MEETING

AUGUST 9, 2022



**STOCKTON
EAST WATER
DISTRICT**
PROVIDING SERVICE SINCE 1948
www.sewd.net

DIRECTORS

Richard Atkins
Vice President
Division 1

Andrew Watkins
President
Division 2

Alvin Cortopassi
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Loralee McGaughey
Division 6

Thomas McGurk
Division 7

STAFF

Justin M. Hopkins
Interim General Manager

LEGAL COUNSEL

Jeanne M. Zolezzi
General Counsel

Phone 209-948-0333
Fax 209-948-0423

E-mail sewd@sewd.net

6767 East Main Street
Stockton, CA 95215

Post Office Box 5157
Stockton, CA 95205

MEETING NOTICE

THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STOCKTON EAST WATER DISTRICT WILL BE HELD AT 12:30 P.M., TUESDAY, AUGUST 9, 2022 AT THE DISTRICT OFFICE, 6767 EAST MAIN STREET STOCKTON, CALIFORNIA 95215

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please contact Kristin Carido, Administrative Services Manager (209) 948-0333 at least 48-hours in advance for assistance so the necessary arrangements can be made.

DUE TO COVID-19 STOCKTON EAST WATER DISTRICT BOARD MEETINGS WILL BE AVAILABLE BY TELECONFERENCE.

Please call (425) 436-6336/Access Code: 866228# to be connected to the Regular Board Meeting, to begin at 12:30 p.m.

Agendas and minutes are located on our website at www.sewd.net.

AGENDA

Page No

- A. Pledge of Allegiance (Administrative Clerk Feliciano) & Roll Call**
- B. Consent Calendar (None)**
- C. Public Comment (Non-Agenda Items)**
- D. Scheduled Presentations and Agenda Items**
 - 1. Minutes 08/02/22 Regular Meeting 01
 - 2. Warrants – California Public Employees’ Retirement System 07
 - 3. Stockton East Water District – Water Purchase Agreement With Aero Pure Water Hauling 09
 - 4. Resolution No. 22-23-08 – Authorization To File A Grant Application With The National Oceanic and Atmospheric Administration For Restoring Fish Passage Through Barrier Removal Grants (Funding No. 2022-2007209) For Fiscal Year 2023, Execute Any Required Documents and Provide Delegation of Authority 15
- E. Committee Reports**
 - 1. Eastern San Joaquin Groundwater Authority Technical Advisory Committee Meeting, 08/04/22

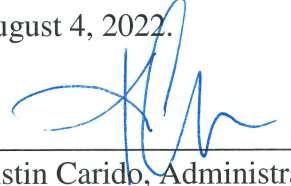
E.	Committee Reports – <i>continued</i>	
	2. ACWA State Legislative Committee Meeting, 08/05/22	17
	3. San Joaquin County & Delta Water Quality Coalition Meeting, 08/08/22	
F.	Report of the General Manager	
	1. Water Supply Report as of 08/01/22	19
	2. Information Items	
	a. Material Included, but Bound Separately from Agenda Packet:	
	1. <u>Democratic Lawmakers Representing Delta-Area Urge Gov. Newsom To Cancel Delta Tunnel Plan</u> , www.kcra.com, 08/03/22	
	2. <u>Desert Groundwater Agency To Pay \$8,500 Per Acre Foot For Valley Water Rights</u> , www.sjvwater.org, 08/02/22	
	3. <u>New Melones Reservoir Dips To Lowest Level In 5 Years, Federal Officials Cite ‘Unprecedented Drought’</u> , The Union Democrat, 07/29/22	
	3. Report on General Manager Activities	
	a. Stockton East Water District Activities Update	
G.	Director Reports	
H.	Communications	
	1. San Joaquin County Farm Bureau Federation – AG Venture Program Thank You, 08/03/22	21
I.	Agenda Planning/Upcoming Events	
	1. Eastern San Joaquin Groundwater Authority Steering Committee Meeting, 8:30 a.m., 08/10/22	
	2. Eastern San Joaquin Groundwater Authority Board of Directors Meeting, 10:30 a.m., 08/10/22	
	3. Stockton Area Water Suppliers (SAWS) Meeting, 1:00 p.m., 08/12/22	
J.	Report of the Counsel	
	1. Closed Session - Potential Litigation Government Code 54956.9 (c) – two cases	

K. Adjournment

Certification of Posting

I hereby certify that on August 4, 2022 I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, said time being at least 72 hours in advance of the meeting of the Board of Directors of the Stockton East Water District (Government Code Section 54954.2).

Executed at Stockton, California on August 4, 2022.



Kristin Carido, Administrative Services Manager
Stockton East Water District

Any materials related to items on this agenda distributed to the Board of Directors of Stockton East Water District less than 72 hours before the public meeting are available for public inspection at the District's office located at the following address: 6767 East Main Street, Stockton, CA 95215. Upon request, these materials may be available in an alternative format to persons with disabilities.

THIS PAGE
INTENTIONALLY
LEFT BLANK

THE REGULAR MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, AUGUST 2, 2022 AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

President Watkins called the regular meeting to order at 12:30 p.m., and Manager Hopkins led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, McGaughey, McGurk, Panizza, Sanguinetti and Watkins. Also present were Manager Hopkins, District Engineer Evensen, Finance Director Vega, Administrative Services Manager Carido, Administrative Clerk Feliciano, Legal Counsel Zolezzi and Consultant Barkett. Director Cortopassi joined the meeting via teleconference at 12:48 p.m.

B. CONSENT CALENDAR (None)

C. PUBLIC COMMENT (None)

D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS

1. Action Item: Stockton East Water District Board of Directors Reconsidered the Circumstances of the State of Emergency and Determine that

- (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person and/or
- (ii) State or Local Officials continue to impose or recommend measures to promote social distancing.

A motion was moved and seconded to approve the Action Item: Stockton East Water District Board of Directors Reconsidered the Circumstances of the State of Emergency and Determine that (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person and/or (ii) State or Local Officials continue to impose or recommend measures to promote social distancing, as presented.

Roll Call:

Ayes: Atkins, McGaughey, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Cortopassi

2. Minutes 07/26/22 Regular Meeting

A motion was moved and seconded to approve the July 26, 2022 Regular Board Meeting minutes, as presented.

Roll Call:

Ayes: Atkins, McGaughey, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Cortopassi

3. Warrants

- a. Fund 68 – Municipal & Industrial Groundwater Fund
- b. Fund 70 – Administration Fund

- c. Fund 71 – Water Supply Fund
- d. Fund 89 – Fish Passage Improvements Fund
- e. Fund 91 – Vehicle Fund
- f. Fund 94 – Municipal & Industrial Fund
- g. Payroll
- h. Summary
- i. Short Names/Acronym List
- j. SEWD Vehicles & Heavy Equipment

A motion was moved and seconded to approve the August 2, 2022 Warrants, as presented.

Roll Call:

Ayes: Atkins, McGaughey, McGurk, Panizza, Sanguinetti, Watkins
 Nays: None
 Abstain: None
 Absent: Cortopassi

4. Resolution No. 22-23-07 – Authorization To File A Grant Application With The Department Of Interior United States Bureau Of Reclamation For The WaterSMART: Water and Energy Efficiency Grants (Funding No. R23AS00008) For Fiscal Year2023, Execute Any Required Documents and Provide Delegation of Authority

Manager Hopkins provided the Board with Resolution No. 22-23-07 – Authorization To File A Grant Application With The Department Of Interior United States Bureau Of Reclamation For The WaterSMART: Water and Energy Efficiency Grants (Funding No. R23AS00008) For Fiscal Year2023, Execute Any Required Documents and Provide Delegation of Authority. Manager Hopkins reported District Staff submitted the grant application to the Bureau of Reclamation on Thursday, July 28th for funding for the Tunnel Outlet Meter Project. Manager Hopkins reported the project is estimated to cost \$727,000; the grant is a 50/50 cost share with the District’s share being \$364,000, which is budgeted in this Fiscal Year. Manager Hopkins reported if the grant funding is not available this Fiscal Year, the Project can be moved to next Fiscal Year according to when the grant funding is awarded. Manager Hopkins reported the grant application was submitted requesting \$363,500 for the Tunnel Outlet Meter Project.

A motion was moved and seconded to approve Resolution No. 22-23-07 – Authorization To File A Grant Application With The Department Of Interior United States Bureau Of Reclamation For The WaterSMART: Water and Energy Efficiency Grants (Funding No. R23AS00008) For Fiscal Year2023, Execute Any Required Documents and Provide Delegation of Authority, as presented.

Roll Call:

Ayes: Atkins, McGaughey, McGurk, Panizza, Sanguinetti, Watkins
 Nays: None
 Abstain: None
 Absent: Cortopassi

5. Personal Services Agreement Between Stockton East Water District and Justin M. Hopkins for Employment as General Manager

Manager Hopkins provided the Board with the Personal Services Agreement Between Stockton East Water District and Justin M. Hopkins for Employment as General Manager. President Watkins reported the requirement to live within 45-minutes of the District was removed from the General Manager job description; President Watkins stated the Board is aware of where Manager Hopkins lives and is not requiring him to relocate.

Director McGurk inquired how long his commute is. Manager Hopkins replied he lives one hour and five minutes away from the District.

Director McGaughey congratulated Manager Hopkins. Manager Hopkins replied he is honored and appreciated the opportunity.

A motion was moved and seconded to approve the Personal Services Agreement Between Stockton East Water District and Justin M. Hopkins for Employment as General Manager, as presented.

Roll Call:

Ayes: Atkins, McGaughey, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Cortopassi

6. Dr. Joe Waidhofer Drinking Water Treatment Plant – Septic System Contract Amendment Memo, 08/02/22

Manager Hopkins provided the Board with the Dr. Joe Waidhofer Drinking Water Treatment Plant – Septic System Contract Amendment Memo. Manager Hopkins reported during construction the contractor encountered two issues that resulted in additional effort beyond the original scope of work; the Administration Building had four sewer lines, rather than one, requiring four connections to the new septic system, the San Joaquin County conditioned the septic system permit issuance with the installation of an additional 80 feet of leach line, and staff overlooked the need for access risers. Manager Hopkins reported the total cost of the additional work was \$4,830, which was beyond the previously authorized contingency amount of \$1,285. Manager Hopkins stated he approved the contractor to proceed with the additional work to maintain the project schedule; the revised total amount for the project is \$17,677.

Director Panizza inquired if the District has blueprints for the Administration Building. Manager Hopkins replied yes, however the blueprints are not thorough.

A motion was moved and seconded to approve the Septic System Contract Amendment in the amount of \$4,830 for the revised total cost of \$17,677, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGaughey, McGurk, Panizza, Sanguinetti, Watkins

Nays: None

Abstain: None

Absent: Cortopassi

E. COMMITTEE REPORTS

1. Association of California Water Agencies – Groundwater Committee Meeting, 07/26/22

Manager Hopkins attended the July 26, 2022 Association of California Water Agencies – Groundwater Committee Meeting. Manager Hopkins reported an update from Department of Water Resources regarding the Groundwater Sustainability Plan (GSP); the plans due July 27, 2022 and once submitted will have a 60-day comment period. Manager Hopkins reported all GSPs will be reviewed by 2024. Manager Hopkins reported discussion regarding Prop 68; round-two assistance will be available for all medium-high priority basins in the amount of \$200 million by end of 2022 to early 2023. Manager Hopkins reported the State Water Resources Control Board still maintains their position to return local control over basins that go into probation. Manager Hopkins reported the Groundwater Resources Association Western Groundwater Conference is being held in September in Sacramento, CA. Manager Hopkins reported updates on SGMA Innovation given by Tulare Irrigation District, Count of Board Meeting – 08/02/22

Santa Cruz and Sonoma Water Agency; there has been GSA allocation in Tulare and uses a tier system. Manager Hopkins added if an owner uses more than ~30 inches per acre; the penalty tier is \$500 per acre-foot. Manager Hopkins reported the County of Santa Cruz put the hydrogeologist certification requirement onto the applicants; the well applicants are having to hire the hydrogeologist to determine the well is not affecting the other wells. The next meeting is scheduled for November 29, 2022 during the ACWA Fall Conference.

2. San Joaquin Farm Bureau Federation Water Advisory Committee Meeting, 07/26/22
Directors Sanguinetti, Watkins and Manager Hopkins attended the July 26, 2022 San Joaquin Farm Bureau Federation Water Advisory Committee Meeting. Manager Hopkins reported Steven Shih, San Joaquin County provided a brief presentation regarding the County's process for reviewing well permits received after the introduction of the Executive Order; the County has received 25 well applications, 18 have been of those have been returned and approved from the Groundwater Sustainability Agencies and only 3 well permits have been issued. Manager Hopkins reported the County is working with a hydrogeologist to create a checklist to give to the County Administration Staff for approval with the exception to "one-off" applications. Manager Hopkins reported this new process will allow for the permits to be issued quicker because it eliminates the need for a hydrogeologist evaluation. Manager Hopkins reported East Bay Municipal Utility District added a surcharge to their customers to cover the additional costs of pumping from Freeport. Manger Hopkins reported Delta Water Agencies are fighting the curtailment from the State; Oakdale Irrigation District and South San Joaquin Irrigation District challenged the methodology of their curtailment which was lifted on July 26th and then curtailed again on July 27th. Director Atkins inquired about the time it takes for the County to approve a well permit application. President Watkins replied there is no timeframe. Discussion followed regarding the well permit process. The next meeting is scheduled for August 23, 2022.
3. Association of California Water Agencies – Agriculture Committee Meeting, 07/27/22
Directors Atkins, Sanguinetti, Watkins and Hopkins attended the July 27, 2022 Association of California Water Agencies – Agriculture Committee Meeting. Director Sanguinetti reported discussion regarding SGMA. Director Atkins reported a northern agency representative reported there will not be enough water for duck hunting season this year; ~400,000 acres are being fallowed this year. Manager Hopkins reported the Water Resources Control Board is moving forward with voluntary agreements for the San Joaquin River. The next meeting is scheduled for November 29, 2022 during the ACWA Fall Conference.

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 08/01/22
Manager Hopkins provided a handout of the Water Supply Report for information only that included storage, release, and production data collected from various sources as of midnight last night.

There is 86,330 AF in storage at New Hogan Reservoir. Current releases are set at 231 cfs. Current release at Goodwin Dam to Stanislaus River are set at 252 cfs and release to all water users are set at 0 cfs. There are 16 irrigators on New Hogan, 0 irrigators on New Melones, and 0 irrigators out of District. The water treatment plant is currently processing 46 mgd. The City of Stockton is currently processing 13 mgd. Manager Hopkins reported the District Wells total water extraction is 6,503 gpm (~9.4 mgd).
2. Information Items:
Manager Hopkins noted item: F2a-1, F2a-2 and F2a-3.

3. Report on General Manager Activities

a. Stockton East Water District Activities Update

Manager Hopkins reported Staff has reviewed the Bellota Project 100% Design and will be presented to the Bellota Project Committee in the next couple of weeks to review the design. This item was for information only.

Manager Hopkins reported the water transfer with Rock Creek Water District will begin today; District Staff is in communication with Rock Creek Water District to determine how much flow will be delivered and when we can expect the water. This item was for information only.

Manager Hopkins reported he attended the July 28, 2022 CSDA Chapter Meeting. Manager Hopkins reported as a member of CSDA all Directors and District Staff qualify for rental discounts with Enterprise Rentals. This item was for information only.

Manager Hopkins informed the Board that he will be on vacation Friday, August 5th but can be reached by phone and email. This item was for information only.

G. DIRECTOR REPORTS (None)

H. COMMUNICATIONS (None)

I. AGENDA PLANNING/UPCOMING EVENTS

1. Eastern San Joaquin Groundwater Authority Technical Advisory Committee Meeting, 10:30 a.m., 08/04/22
2. ACWA State Legislative Committee Meeting, 10:00 a.m., 08/05/22
3. San Joaquin County & Delta Water Quality Coalition Meeting, 9:00 a.m., 08/08/22

J. REPORT OF THE COUNSEL

1. Closed Session - Potential Litigation
Government Code 54956.9 (c) – two cases

President Watkins adjourned the meeting to closed session at 12:57 p.m. to discuss closed session agenda items. The regular meeting reconvened at 1:05 p.m., with the no reportable action.

K. ADJOURNMENT

President Watkins adjourned the meeting at 1:06 p.m.

Respectfully submitted,

Justin M. Hopkins
Secretary of the Board

af

THIS PAGE
INTENTIONALLY
LEFT BLANK

**STOCKTON EAST WATER DISTRICT
INVOICES FOR BOARD PACKAGE
CALPERS EFT REQUEST
AUGUST 09, 2022**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
1 CA Public Employees Retirement System (CalPERS)	70	10-5049-0	Retirement Contributions for Payroll 08/05/22-Admin	4,393.75	08/05/22 1245106351
2 CA Public Employees Retirement System (CalPERS)	70	10-2299-0	Retirement Contributions for Payroll 08/05/22-Admin	47.45	08/05/22 1245106351
			Total Fund 70 Admin	\$ 4,441.20	
1 CA Public Employees Retirement System (CalPERS)	71	10-5049-0	Retirement Contributions for Payroll 08/05/22-WS-NM	5,094.32	08/05/22 1245106351
2 CA Public Employees Retirement System (CalPERS)	71	10-5058-0	Retirement Contributions for Payroll 08/05/22-WS-NH	1,652.85	08/05/22 1245106351
			Total Fund 71 Water Supply	\$ 6,747.17	
1 CA Public Employees Retirement System (CalPERS)	94	10-5049-0	Retirement Contributions for Payroll 08/05/22-M&I	19,439.49	08/05/22 1245106351
			Total Fund 94 Municipal & Industrial	\$ 19,439.49	
			Grand Total for Electronic Funds Transfer Request on RBM 08/09/22	\$ 30,627.86	

M

THIS PAGE
INTENTIONALLY
LEFT BLANK

**WATER PURCHASE AGREEMENT
BETWEEN STOCKTON EAST WATER DISTRICT
AND AERO PURE WATER HAULING**

This Agreement ("**Agreement**") is made this ___ day of August, 2022 ("**Effective Date**") by and between STOCKTON EAST WATER DISTRICT ("**DISTRICT**") and AERO PURE WATER HAULING ("**APWH**").

RECITALS

WHEREAS, the purpose of this Agreement is for DISTRICT to supply water on a temporary basis to APWH to provide supplemental potable water to rural residences whose domestic wells have gone dry or been rendered inoperative due to drought conditions ("**Contract Purposes**") within the service area of the San Joaquin County (the "**Service Area**"); and

WHEREAS, DISTRICT has water available on an emergency basis and, in order to assist with the above described drought relief efforts within the Service Area, DISTRICT is agreeable to selling some of its water, on a temporary emergency basis, to APWH for the Contract Purposes pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Term. Unless sooner terminated as hereinafter described, this Agreement shall terminate on December 31, 2022 (the "**Term**"). Each party hereto shall have the right to terminate this Agreement prior to expiration of the Term without cause upon providing written notice to the other party at least fifteen (15) days prior to the effective date of termination. Upon either party's termination of this Agreement, neither APWH nor any of its customers in the Service Area shall have any further rights to the water otherwise provided herein.
3. Water Availability.
 - a. Subject to the terms and conditions hereinafter set forth, DISTRICT will make available to APWH up to 133,680 cubic feet of water per month (the "**Monthly Allocation**") after the Effective Date of this Agreement solely for the Contract Purposes. Except for the water taken by APWH, nothing herein shall give APWH or its customers any interest in the DISTRICT's water nor constitute a transfer of any interest in the DISTRICT's water nor of any entitlements or rights whether contractual or otherwise to the DISTRICT's water or water supply or to acquire any present or future right or entitlement to receiving the DISTRICT's water. At no time may APWH obtain more than the Monthly Allocation for any particular month. If APWH picks up less than the Monthly Allocation in any given month, it may not carry over the difference into the following month without the written consent of the DISTRICT.
 - b. Not less than five (5) business days prior to the first transfer of water from DISTRICT to APWH, APWH shall contact the DISTRICT and the parties will develop a mutually agreeable

schedule for water deliveries, which must at the DISTRICT'S facility only during normal business hours, Monday through Friday (excepting holidays) between 8:00am and 5:00pm.

c. The delivery point for the water to be provided under this Agreement shall be the DISTRICT'S facility. APWH shall be solely responsible for the transportation of all water acquired under this Agreement from the DISTRICT'S facility, which may occur through an appropriate vehicle such as a tanker truck. APWH shall become the owner of the water when the water is delivered by the DISTRICT and shall be solely responsible for ensuring the water reaches its ultimate destination. APWH shall further be solely responsible for the quality and potability of the water. The DISTRICT does not warrant, represent or guaranty the quality of the water available for transfer and delivery to APWH for Contract Purposes.

d. APWH shall compensate DISTRICT for the amount of water provided at the rate of \$1.37 for each One Hundred (100) cubic feet of water taken by APWH plus a monthly administrative fee of \$100. The parties agree that DISTRICT's actual cost for the delivered water may vary and, accordingly, may be adjusted upon prior written notice from DISTRICT at least ten (10) business days before the effective date of the rate increase, especially if unanticipated expenses are incurred by DISTRICT. DISTRICT shall bill APWH no more often than monthly which will include the total amount of water delivered in the preceding month. APWH shall pay DISTRICT for the total amount due within thirty (30) days after the date of each invoice.

4. "AS-IS"

a. APWH shall accept the water from the DISTRICT "as is" without representations and warranties as to its quality or the quantity available at any given time. Once the water leaves the DISTRICT's water system and is transferred to APWH, APWH shall be solely liable for the quality of the water and the quantity delivered. APWH represents and warrants that the water transferred to APWH shall not be counted by the state as water used by the DISTRICT in determining whether the DISTRICT meets its drought reduction requirements and APWH shall provide such evidence as required to the state to ensure the foregoing. APWH shall indemnify, defend, and hold harmless DISTRICT, its officers, council members, and employees from and against any and all claims, actions, proceedings, injuries, damages, losses, liabilities and costs, including, without limitation, attorney's fees arising out of or related, whether directly or indirectly, to the water, including, without limitation, its quality and quantity, and APWH's delivery of same to the customers within the Service Area. This indemnification obligation of APWH includes any action by any person or governmental agency against DISTRICT, whether for damages, civil penalties, equitable or declaratory relief, concerning any alleged harm to the claimant or the claimant's water rights, a misappropriation of water or violation of any law or regulation arising from or pertaining to a declared drought, allegedly arising to any degree from DISTRICT's delivery of surplus water to APWH under this Agreement. This indemnification obligation shall continue beyond and shall survive the termination of this Agreement for any reason.

b. APWH, at its sole cost and expense, shall maintain throughout the term of this Agreement a comprehensive general liability insurance policy for protection of DISTRICT against liability to the public arising as an incident of APWH's performance hereunder in amounts not less than \$2 million per occurrence. The policy shall be primary insurance and DISTRICT's insurance shall be noncontributory. APWH's policy shall name DISTRICT, its directors, officers, employees and

authorized volunteers as additional insureds and afford DISTRICT at least ten (10) days' notice prior to cancellation or reduction of coverage.

5. Approvals, Warranties.

a. APWH shall be responsible for obtaining any and all such approvals and the cost of same. Both parties shall cooperate in securing any and all necessary approvals. Obtaining such approvals shall be at the sole cost of APWH.

b. Each party warrants that each signatory to this Agreement has authority to enter into this Agreement on behalf their respective party.

6. Miscellaneous.

a. Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or (if an email address is provided) sent by electronic transmission (subject to confirmation of such electronic transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) with the day received from a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email before 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses or email address or addresses as such Party may subsequently designate to the other Party by notice given hereunder:

To: APWH

Bill Phillips
Aero Pure Water Hauling
PO Box 1382
Lodi, California 95241
Phone: 209-224-5898
Facsimile: 209-333-9200
Email: aeropurewaterhauling@gmail.com

To: DISTRICT

Justin Hopkins
6767 E. Main Street
Post Office Box 5157
Stockton, California 95215
Phone: 209-948-0333
Facsimile: 209-948-0423
Email: jhopkins@sewd.net

“**Business Day**” means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

b. Amendments. Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.

c. Contentions. Consistent with the provisions of Water Code §§ 475 and 1244, parties agree that neither the transfer of water under this Agreement nor this Agreement is evidence of the availability of additional water beyond the terms of this Agreement or lack of beneficial use by DISTRICT of the water transferred under this Agreement, and neither party shall contend otherwise.

d. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

e. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent allowed by law.

f. No Warranty or Guaranty of Water Quality. The parties further agree that DISTRICT cannot and does not guaranty or warranty any minimum water quality and that the water sold to APWH under to this Agreement is sold as-is and with all faults, if any. Any minimum water quality obligations existing between APWH and its end-users shall remain the ultimate and sole responsibility of APWH.

g. No Third-Party Beneficiaries Intended. The parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

h. Entire Agreement Represented. This Agreement represents the entire Agreement between DISTRICT and APWH as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

j. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

k. Construction. This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

l. Waivers. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

m. Exhibits and Recitals. The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

n. Counterparts, Facsimile/Electronic Copy. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

IN WITNESS THEREOF, the parties execute this Agreement on the Effective Date first written above.

STOCKTON EAST WATER DISTRICT

DRAFT

By: _____
Justin M. Hopkins, General Manager

AERO PURE WATER HAULING

DRAFT

By: _____
Bill Phillips, Owner

THIS PAGE
INTENTIONALLY
LEFT BLANK

RESOLUTION NO. 22-23-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
STOCKTON EAST WATER DISTRICT**

**AUTHORIZATION TO FILE A GRANT APPLICATION WITH THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION FOR THE
RESTORING FISH PASSAGE THROUGH BARRIER REMOVAL GRANTS
(FUNDING NO. 2022-2007209) FOR FISCAL YEAR 2023, EXECUTE ANY REQUIRED
DOCUMENTS AND PROVIDE DELEGATION OF AUTHORITY**

WHEREAS, the Board of Directors of the Stockton East Water District (District) desires to file a grant application with the National Oceanic and Atmospheric Administration for the Restoring Fish Passage through Barrier Removal Grants (Funding No. 2022-2007209) the FY 22-23;

WHEREAS, the District intends to construct the Bellota Fish Screen and Passage Improvement Project (Project) to improve fish passage in the Calaveras River and reduce take from diversion of water;

WHEREAS, the Project is estimated at \$80,300,000 and requires grant funding through the five phases of construction to ensure full Project completion;

WHEREAS, the first phase cost of Project construction is estimated at \$34,018,000 and the District will budget \$4,018,000 for FY 23-24 towards construction of the first phase of the Project;

WHEREAS, the District will submit a grant application to the National Oceanic and Atmospheric Administration for the Restoring Fish Passage through Barrier Removal Grants (Funding No. 2022-2007209) for \$15,000,000;

WHEREAS, the District will pursue an additional \$15,000,000 in grant funding through other agencies such as the Wildlife Conservation Board, California Department of Fish and Wildlife, California Department of Water Resources, U.S. Fish and Wildlife Service, and the U.S. Bureau of Reclamation;

WHEREAS, the General Manager, Justin M. Hopkins of the District is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the National Oceanic and Atmospheric Administration; and

WHEREAS, the General Manager, Justin M. Hopkins of the District and his designee of the District are hereby authorized and delegated to submit reports, request for cost reimbursement, and conduct day-to-day business with National Oceanic and Atmospheric Administration;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Stockton East Water District that the grant application be made to the National Oceanic and Atmospheric Administration for the Restoring Fish Passage through Barrier Removal Grants (Funding No. 2022-2007209), and to enter into an agreement to receive the grant.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the 9th day of August 2022 by the following vote of the members thereof:

AYES:
NAYES:
ABSENT:
ABSTAIN:

DRAFT

Andrew Watkins, President
Board of Directors
Stockton East Water District

ATTEST:

DRAFT

Justin M. Hopkins, Secretary
Board of Directors
Stockton East Water District



AGENDA

ACWA State Legislative Committee

August 5, 2022

REMOTE ACCESS ONLY

Click [HERE](#) for Video Login

Meeting ID: 810 0769 4873; Passcode: 309401

10:00 a.m. – 12:00 p.m.

-
- | | |
|--|--|
| 1. Welcome | Brian Poulsen, Chair
Lauren Layne, Vice-Chair |
| 2. Executive Director's Report | Dave Eggerton |
| 3. Deputy Executive Director for Government Relations' Report | Cindy Tuck |
| 4. Review of Bill Packet* | |
| 5. Legislative Updates | Adam Quiñonez |
| 6. Regulatory Updates | Chelsea Haines |
| 7. Other Business | |
| 8. Adjourn | |

Reminder: Next State Legislative Committee Planning Meeting on October 28, 2022

*Bill packets are also available online by logging on to www.acwa.com.
To access, go to the About My ACWA tab > ACWA Committees > State Legislative > 2022 State Legislative Committee Meeting Materials (Members Only)

THIS PAGE
INTENTIONALLY
LEFT BLANK

Weekly Water Report	As of: August 1, 2022	As of: August 8, 2022
New Hogan (NHG) TOC	317,100	AF
Storage:	86,330	AF
Net Storage Change:	-4,472	AF
Inflow:	-2	CFS
Release:	231	CFS
New Melones (NML) Allocation	75,000	AF
Storage:	708,308	AF
Net Storage change:	-16,523	AF
Inflow:	71	CFS
Release:	1,439	CFS
Source: CDEC Daily Reports		

Goodwin Diversion (GDW)		
Inflow (Tulloch Dam):	1,648	CFS
Release to Stanislaus River (S-98):	252	CFS
Release to OID (JT Main):	886	CFS
Release to SSJID (SO Main):	418	CFS
Release to SEWD:	<u>0</u>	CFS
Total Release	1,556	CFS
Source: Tri-Dam Operations Daily Report		
Farmington Dam (FRM)		
Diverted to SEWD:	N/A	CFS
Diverted to CSJWCD:	0	CFS
Source: USACE WCDS Hourly Report		

Surface Water Used		
Irrigators on New Hogan:	16	
Irrigators on New Melones:	0	
Out-Of-District Irrigators:	0	
DJWWTP Production:	46	MGD
North Stockton:	11	MGD
South Stockton:	7	MGD
Cal Water:	26	MGD
City of Stockton DWSP Production:	13	MGD

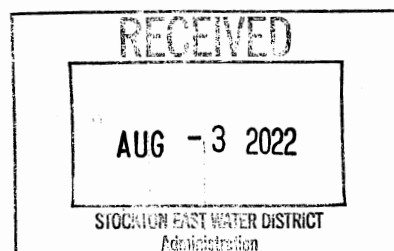
District Ground Water Extraction		
74-01	894	GPM
74-02	556	GPM
North	541	GPM
South	1,452	GPM
Extraction Well # 1	<u>3,060</u>	GPM
Total Well Water Extraction	6,503	GPM
Total Ground Water Production	9.4	MGD

Note: All flow data reported here is preliminary and subject to revision.

THIS PAGE
INTENTIONALLY
LEFT BLANK



Thank You!



Dear Stockton East Water District,

Thank you for your continued support of the AgVenture program. We are thrilled to expand our in-person events and add virtual farm trips. This dual approach allows us to educate more folks. Thank you for your investment.

Many thanks,

Krista Melan

Krista Melan, coordinator

THIS PAGE
INTENTIONALLY
LEFT BLANK