



REGULAR BOARD MEETING

JANUARY 30, 2024



**STOCKTON  
EAST WATER  
DISTRICT**

PROVIDING SERVICE SINCE 1948

www.sewd.net

**DIRECTORS**

Richard Atkins  
President  
Division 1

Andrew Watkins  
Division 2

Alvin Cortopassi  
Division 3

Melvin Panizza  
Division 4

Paul Sanguinetti  
Division 5

Loralee McGaughey  
Division 6

Thomas McGurk  
Vice President  
Division 7

**STAFF**

Justin M. Hopkins  
General Manager

Juan M.Vega  
Assistant 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, JANUARY 30, 2024 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 Administrative Staff at (209) 948-0333 at least 48-hours in advance for assistance so the necessary arrangements can be made.

FOR CONTINUED CONVENIENCE STOCKTON EAST WATER DISTRICT BOARD MEETINGS WILL BE AVAILABLE BY TELECONFERENCE.

Please call (347) 566-2741/Passcode: 300 937 522# 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**

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<b>A. Pledge of Allegiance (Director Cortopassi) &amp; Roll Call</b>	
<b>B. Consent Calendar (None)</b>	
<b>C. Public Comment (Non-Agenda Items)</b>	
<b>D. Scheduled Presentations and Agenda Items</b>	
1. Minutes	
a. Minutes 01/16/24 Regular Meeting	01
b. Minutes 01/23/24 Regular Meeting	07
2. Warrants – California Public Employees’ Retirement System	09
3. Warrants	
a. Fund 68 – Municipal & Industrial Groundwater Fund	11
b. Fund 70 – Administration Fund	13
c. Fund 71 – Water Supply Fund	15
d. Fund 89 – Fish Passage Improvements Fund	17
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h. Short Names/Acronym List	25
i. SEWD Vehicles & Heavy Equipment	27
4. Statement of Consistency Pursuant to Execute Order N-7-22 and Findings of Fact Stockton East Water District Groundwater Sustainability Agency Statement of Consistency Pursuant to Executive Order N-7-22 – Well Permit Application for 26501 E. Flood Rd, Linden, CA 95236	29

<b>D.</b>	<b>Scheduled Presentations and Agenda Items – <i>continued</i></b>	
	5. Stockton East Water District – Approval of a PSA with SiteLogiQ, Inc. for Facility Solution Project Feasibility and PG&E NEM 2 Interconnection Application Memo	41
	6. Stockton East Water District – PSA – NLine Low Head Hydropower Analysis Memo	43
	7. Agricultural Lease Agreement for Remainder of North Site Property Memo	45
	a. Agricultural Lease Agreement Carna Farmington-Lagorio	47
<b>E.</b>	<b>Committee Reports</b>	
	1. AgVenture San Joaquin County, 01/17/24	63
	2. Electrical Power Alternatives Committee Meeting, 01/17/24	
	3. San Joaquin Farm Bureau Federation Monthly Water Committee Meeting, 01/23/24	
<b>F.</b>	<b>Report of the General Manager</b>	
	1. Water Supply Report 01/23/24	65
	2. Informational Items	
	a. Material Included, but Bound Separately from Agenda Packet:	
	1. ACWA Spring Conference & Expo Preliminary Agenda, Sacramento, Ca, May 7 – May 9, 2024	
	2. <u>California Reservoirs Get Boost From Recent Storms. Here’s What Experts Say We Still Need</u> , CBS News, 01/23/24	
	3. <u>Atmospheric River Likely To Impact The West With Heavy Precipitation, High Winds, and Possible Flooding</u> , NOAA Climate Prediction Center, 01/24/24	
	b. Eastern San Joaquin Groundwater Authority – Groundwater Sustainability Agencies Cost Allocation	67
	3. Report on General Manager Activities	
	a. ACWA State Legislative Committee Meeting, 01/19/24	69
	b. Stockton East Water District Activities Update	
	4. Stockton East Water District Maintenance Update	
<b>G.</b>	<b>Director Reports</b>	
	1. 56 <sup>th</sup> Annual Mid-Pacific Water Users Conference, 01/23/24 - 01/26/24	71
<b>H.</b>	<b>Communications</b>	
	1. United States Department of the Interior – New Process to Repay Trinity Utilities District (PUD) Assessment Letter, 01/22/24	73

**I. Agenda Planning/Upcoming Events**

1. Greater Stockton Chamber of Commerce Monthly Mixer – Verve IT,  
5:15 p.m., 02/01/24

**J. Closed Session**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED  
LITIGATION Potential exposure to litigation – Government Code  
Section 54956.9 – two cases

**K. Adjournment**

**Certification of Posting**

I hereby certify that on January 25, 2024 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 January 25, 2024.



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Priya Ram, Finance Director  
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



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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, JANUARY 16, 2024 AT 12:30 P.M.

**A. PLEDGE OF ALLEGIANCE AND ROLL CALL**

President Atkins called the regular meeting to order at 12:30 p.m., and Director McGurk led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, Cortopassi, McGurk, Panizza and Sanguinetti. Also present were Manager Hopkins, Assistant Manager Vega, Finance Director Ram, Administrative Clerk Rodriguez and Consultant Barkett. Legal Counsel Zolezzi was present via teleconference. Director Watkins joined the meeting at 12:52 p.m.

**B. CONSENT CALENDAR (None)**

**C. PUBLIC COMMENT (None)**

**D. SCHEDULED PRESENTATIONS AND AGENDA ITEMS**

1. Minutes 01/09/24 – Regular Meeting

A motion was moved and seconded to approve the January 9, 2024 Regular Board Meeting Minutes, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Panizza, Sanguinetti

Nays: None

Abstain: None

Absent: Watkins

2. Warrants

- a. Fund 70 – Administration Fund
- b. Fund 71 – Water Supply Fund
- c. Fund 91 – Vehicle Fund
- d. Fund 94 – Municipal & Industrial Fund
- e. Payroll
- f. Summary
- g. Short Names/Acronym List
- h. SEWD Vehicles & Heavy Equipment

Director Sanguinetti inquired on the expense on page 7, line item 10 for Availability Professional Staffing for Temporary labor for Finance and Admin week ending 12/01/23-12/24/23 in the amount of \$5,065.37. Finance Director Ram replied the District has two Admin Clerk staff, one in the Operations Building and the other one in the Administration Building. Manager Hopkins notified the Board the two temporary employees are filling budgeted, regular positions.

Director Cortopassi inquired on the expense on page 12, line 93 Holt of CA for Lower Farmington prj (FEMA)-Rental Hex 320 cab/air excavator 11/16/23-12/14/23 in the amount of \$12,666.44 and line item 94 Holt of CA Lower Farmington Canal prj (FEMA)-Rental of Roller CP34 11/16/23-12/14/23 in the amount of \$6,090.44. Manager Hopkins replied the District recently had the opportunity to start repairs on the Lower Farmington Canal and FEMA will hopefully cover the full

cost of the material and equipment. Assistant Manager Vega reported the Lower Farmington Canal project is estimated to be completed by mid-February. Discussion followed.

A motion was moved and seconded to approve the January 16, 2024 Warrants, as presented.

Roll Call:

Ayes: Atkins, Cortopassi, McGurk, Panizza, Sanguinetti

Nays: None

Abstain: None

Absent: Watkins

3. Statement of Consistency Pursuant to Executive Order N-7-22 and Finding of Fact Stockton East Water District Groundwater Sustainability Agency Statement of Consistency Pursuant to Executive Order N-7-22 – Well Permit Application for 26501 E. Flood Rd, Linden, CA 95236.

Manager Hopkins presented the Board with the Statement of Consistency Pursuant to Executive Order N-7-22 and Finding of Fact Stockton East Water District Groundwater Sustainability Agency Statement of Consistency Pursuant to Executive Order N-7-22 – Well Permit Application for 26501 E. Flood Rd, Linden, CA 95236. Manager Hopkins reported the District received the notice of a well permit application from San Joaquin County Environmental Health Department for a new well on 26501 E. Flood Rd which also has an existing irrigation well on the property. Director McGurk left the Board room.

Director Panizza inquired if the existing well will be taken out of service. Manager Hopkins replied it is not indicated in the application, Manager Hopkins inquired with San Joaquin County if the new well is supplemental to the existing well and awaiting a response from the San Joaquin County.

Director Cortopassi inquired where the well is located and if it is being irrigated. Manager Hopkins replied the well is located near the northeast corner of Flood and Escalon Bellota Rd.

Manager Hopkins clarified Stockton East Water District is only responsible in confirming whether or not adding the well is consistent with the District's groundwater sustainability plan and not the information provided to San Joaquin County.

No action was taken. The Board directed staff to inquire with the applicant and San Joaquin County Environmental Health Department and bring the item back to a future regular board meeting. Discussion followed.

Director McGurk returned to the Board room.

4. Stockton East Water District – Authorization to Enter Into An Agreement With The USBR To Perform An ATP Study For The New Melones Unit CVP Irrigation Water Rates Memo
  - a. Resolution No. 23-24-16 – Authorizing The General Manager To Enter Into A Reimbursable Agreement With The United States Bureau of Reclamation To Perform An Ability-To-Pay Study

Manager Hopkins presented the Board of with Resolution 23-24-16. Manager Hopkins reported this item came before the Board to consider approval of Resolution 23-24-16 to authorize an agreement with the United States Bureau of Reclamation (USBR) for an ability-to-pay study. Manager Hopkins reported the WIIN prepayment is included as excess reserves of the District in the analysis however it is offset by the CVP construction cost, which are also included in the analysis and balance each other out. The data period currently available to the United States Bureau of Reclamation (USBR)

is 2018-2022, the United States Bureau of Reclamation (USBR) does not expect to receive the 2023 crop information until December 2024.

Director McGurk suggested the Board should postpone the ability-to-pay study off for at least a year to receive an accurate study. Discussion followed.

No action was taken. This item will be brought back in a future regular board meeting.

5. Resolution No. 23-24-17 – Authorizing To File A Grant Application With The United States Bureau Of Reclamation For The WaterSMART Small Scale Water Efficiency Projects (Funding No. R24AS00059) For Fiscal Year 2024 and Fiscal Year 2025

Manager Hopkins presented the Board with Resolution 23-24-17. Manager Hopkins reported the United States Bureau Of Reclamation (USBR) recently released a funding for the WaterSMART Small-Scale Water Efficiency Project Program, the District has had success with the program in prior fiscal years and staff is proposing to once again apply for funding through this program for the District’s Water Supply Metering Project which the objective is to install flow meters on all surface water diversions in the New Hogan system. Manager Hopkins reported the WaterSMART grant fund and the budgeted amount the District has for fiscal year 2024-2025 budget will be sufficient to finish the water supply metering program, staff has proposed to apply for \$53,054.50 from the WaterSMART program and the District will have an equal match.

A motion was moved and seconded to approve Resolution No. 23-24-17 – Authorizing To File A Grant Application With The United States Bureau Of Reclamation For The WaterSMART Small Scale Water Efficiency Projects (Funding No. R24AS00059) For Fiscal Year 2024 and Fiscal Year 2025, as presented.

Roll Call:

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

Nays: None

Abstain: None

Absent: None

**E. COMMITTEE REPORTS**

1. Eastern San Joaquin Groundwater Authority Board Meeting, 01/10/24  
Director Panizza, Director Watkins and Manager Hopkins attended the Eastern San Joaquin Groundwater Authority Board Meeting. Director Panizza reported the 2024 Calendar for Board and Steering Committee was approved to take place every other month, Brandon Nakagawa presented the Draft Well Mitigation Program and will be coming back to the steering committee for a further review, Eastern San Joaquin Groundwater Authority increased revenues and expenditures by \$790,120.00 authorizing the use of \$310,000.00 as revenues currently held in the Eastern San Joaquin Groundwater Authority reserves. Director Panizza suggested adding the groundwater sustainability agencies cost table from the Eastern San Joaquin Groundwater Authority agenda packet to a future Board meeting as an exhibit to present to the Board. Manager Hopkins reported it was clarified the proposed budget amendment which was approved will cover the full expected cost of a five-year update even though the five-year update will continue through a portion of the GWA’s next fiscal year and so the next fiscal year budget is anticipated to return to its consistent level. Discussion followed.
2. Agriculture Operations Committee Meeting, 01/11/24  
President Atkins, Director Watkins, Director Cortopassi, Director Sanguinetti and Manager Hopkins attended the Agriculture Operations Committee meeting. Director Cortopassi reported Rule 176

Securing Right-of-Way for District Interests was presented. Manager Hopkins reported proposed rule 177 Establishing a Policy For On-Farm Recharge of Surface Water to incentives the use of flood water on farm during wintertime for recharge and the rule proposed water volume incentive related to groundwater use, the committee suggested staff revisit the incentives to increase the compensation of the incentives being proposed. Director Sanguinetti reported rule 109 Water Rights Claims is going to be updated and will be going back to a future Agriculture Operations Committee Meeting. Discussion followed.

3. Electrical Power Alternatives Committee Meeting, 1/12/24

President Atkins, Vice President McGurk, Director Sanguinetti and Manger Hopkins attended the Electrical Power Alternatives Committee meeting. President Atkins reported the District is considering installing a hydroelectric facility which will be running day and night, and installing more solar panels with batteries with the cost being approximately \$22M. President Atkins also reported the committee spoke about doing a hydrogen generator and natural gas power plant. Vice President McGurk reported Rockwell could obtain some development money for a large-scale prototype and the District might consider purchasing his prototype. Discussion followed.

**F. REPORT OF GENERAL MANAGER**

1. Water Supply Report as of 01/09/24

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 167,676 AF in storage at New Hogan Reservoir. Current releases are set at 150cfs. There is 1,982,800 AF in storage at New Melones Reservoir. Current releases are set at 943 cfs. Current release at Goodwin Dam to Stanislaus River is set at 1,002 cfs and release to all water users is set at 0 cfs. The district water treatment plant (WTP) is currently processing 38 mgd. North Stockton is currently utilizing 13 mgd. South Stockton is currently utilizing 6 mgd. Cal Water is currently utilizing 21 mgd. The City of Stockton WTP is currently processing 0 mgd.

Director Watkins inquired if there is an update on the City of Stockton. Assistant Manager Vega replied, City of Stockton is planning on starting their plant possibly next week.

2. Information Items:

Manager Hopkins noted items: F2a-1, F2a-2.

3. Report on General Manager Activities

a. Stockton East Water District – 2024 Strategic Priorities Memo

Manager Hopkins presented the Board with the 2024 Strategic Proprieties Memo. Manger Hopkins reported on May 30, 2023 the Stockton East Water District approved the District's first Strategic Plan. The Strategic Plan redefined the District's Mission, clarified the District's vison for the future, and established six strategic outcome areas. The six strategic areas were Resource Management, Reliable Infrastructure, Human Resource Management, Water Supply, Regulatory Engagement and Collaborative Partnerships. Manger Hopkins reported the top priorities he has for the District which are successfully begin work on the Bellota Fish Passage and Screening Improvement Project, continue to develop and implement District planning documents, secure Water Supplies and Regulatory Engagement.

Director Cortopassi inquired if Manager Hopkins could reach out to Christopher Neudeck to possibly conduct a preliminary study on where and how flood water could flow and how much flood water could be retained in a South Gulch Reservoir.



b. Stockton East Water District Activities Update

Manager Hopkins reported he received confirmation from Congressman Josh Harder's office about the 50% cost share on the Farmington conjunctive use study. Manager Hopkins reported it is a federal law which requires 50/50 cost share on studies similar to this and Congressman Josh Harder's office is working with United States Army Corps of Engineers (USACE) to identify different funding opportunities they might have access to and help offset some of the District's cost. Manager Hopkins also reported the District's share on this study will be \$2M to match the United States Army Corps of Engineers (USACE) budget of \$2M.

Manager Hopkins reported the District received an invitation for the retirement of Anders Christensen, General Manger from Woodbridge Irrigation District. The event will take place at Wine and Roses – Garden Ballroom in Lodi on February 8<sup>th</sup> and RSVPs are due by 1/19/24.

Manager Hopkins reported he has had on going conversations with the Urban Contractors about a contract renewal, Manager Hopkins is trying to identify items the four parties believe work well and do not work well in the contract and evaluate some examples from other agencies which have wholesale agreements. Manager Hopkins suggested creating a committee to come up with an agreement amongst the Board members.

Manager Hopkins advised the Board of Directors he plans on taking January 19-23 off.

4. Stockton East Water District Engineering Update

Assistant Manager Vega presented the Board with an Engineering update. Assistant Manager Vega reported the Sodium Hypo has been online for a few weeks with no issues, after the shutdown on January 22<sup>nd</sup> staff is planning to exhaust the gas chlorine and then begin abrasions to decommission the gas system, the contractor plans to begin next week for the flume project, culverts were ordered for the McGurk Low Water Crossing and are expected to be delivered next month, ASR well the Bureau of Reclamation is reviewing the NEEPA documents to proceed with the project in the upcoming fiscal year, the SWEEP Block Grant is getting ready to be kicked off application will be accepted on February 1<sup>st</sup>. Assistant Manager Vega also reported staff is investigating cost for fencing and access through Radio Frequency Identification (RFID) cards.

Director McGurk inquired if outside people are still cutting into the fences. Manager Hopkins replied the District has had issues of outside people cutting the locks. Discussion followed.

## **G. DIRECTOR REPORTS**

## **H. COMMUNICATIONS**

## **I. AGENDA PLANNING/UPCOMING EVENTS**

1. AgVentures San Joaquin County, 9:00 a.m., 01/17/24
2. San Joaquin County Flood Control and Water Conservation District Advisory Water Commission Meeting, 1:00 p.m., 01/17/24  
*\*This meeting was cancelled\**
3. ACWA State Legislative Committee Meeting, 10:00 a.m., 01/19/24
4. Stockton Area Water Suppliers Meeting (SAWS), 1:00 p.m., 01/19/24

Manager Hopkins reported this meeting was cancelled.

**J. REPORT OF THE COUNSEL**

1. CONFERENCE WITH LEGAL COUNSEL: REAL PROPERTY GOVERNMENT CODE SECTION 54956.9 – Property:  
Water Rights  
Agency Negotiator: Justin M. Hopkins  
Negotiating Parties: Rock Creek Water District  
Under Negotiation: Water Transfer
  
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Potential exposure to litigation – Government Code Section 54956.9 – three cases

President Atkins adjourned the meeting to closed session at 2:00 p.m. The regular meeting reconvened at 3:00 p.m., with no reportable action.

**K. ADJOURNMENT**

President Atkins adjourned the meeting at 3:01 p.m.

Respectfully submitted,

Justin M. Hopkins  
Secretary of the Board

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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, JANUARY 23, 2024 AT 12:30 P.M.

**A. PLEDGE OF ALLEGIANCE AND ROLL CALL**

President Atkins called the regular meeting to order at 12:30 p.m., and Director Sanguinetti led the Pledge of Allegiance.

Present at roll call at the District were Directors Atkins, McGurk and Sanguinetti. Also present were Assistant Manager Vega, Finance Director Ram, District Engineer Eyensen, Administrative Clerk Wood, and Consultant Barkett. Directors Cortopassi, Panizza, Watkins, General Manager Hopkins and Legal Counsel Zolezzi were absent.

President Atkins reported there is no quorum of the Board of Directors.

**K. ADJOURNMENT**

President Atkins adjourned the meeting at 12:31 p.m.

Respectfully submitted,

Juan M. Vega  
Secretary of the Board

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**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
CALPERS EFT REQUEST  
JANUARY 23, 2024**

Vendor name	District Fund#	Account #	Description	Amount	Invoice No.
1 CA Public Employees Retirement System (CalPERS)	70	10-5049-0	Retirement Contributions for Payroll 01/19/24-Admin	5,356.47	01/19/24 1245106351
			<b>Total Fund 70 Admin</b>	<b>\$ 5,356.47</b>	
2 CA Public Employees Retirement System (CalPERS)	71	10-5049-0	Retirement Contributions for Payroll 01/19/24-WS-NM	5,598.92	01/19/24 1245106351
3 CA Public Employees Retirement System (CalPERS)	71	10-5058-0	Retirement Contributions for Payroll 01/19/24-WS-NH	1,385.69	01/19/24 1245106351
			<b>Total Fund 71 Water Supply</b>	<b>\$ 6,984.61</b>	
4 CA Public Employees Retirement System (CalPERS)	94	10-5049-0	Retirement Contributions for Payroll 01/19/24-M&I	22,001.51	01/19/24 1245106351
			<b>Total Fund 94 Municipal &amp; Industrial</b>	<b>\$ 22,001.51</b>	
<b>Grand Total for Electronic Funds Transfer Request on RBM 01/23/24</b>				<b>\$ 34,342.59</b>	

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**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>GROUNDWATER PROD. FUND 68</b>		
1 PG&E 1289619691-7	10-5302-0	Electricity 12/09/23-01/08/24 6767 E Main-Extract Well South	137.15	12896196917-01/09/24
2 PG&E 1949656419-6	10-5302-0	Gas & Electric 12/05/23 -01/12/2024 Extraction Well #1	289.90	19496564196-01/12/24
3 PG&E 4758034525-5	10-5302-0	Electricity 12/09/23-01/08/24 6767 E Main-Extract Well North	303.98	47580345255-01/09/24
		<b>GROUNDWATER PROD. FUND 68 TOTAL</b>	<b>\$731.03</b>	

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**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>ADMIN FUND 70</b>		
4 Action Asap Delivery Service	10-5126-0	December 2023 courier services	800.00	92411
5 Anthony Barkett	10-5155-0	February 2024 consulting fees-Efforts to protect NM water	5,500.00	February 2024
6 Aquatic Dreams Scuba Center	10-5101-0	New dive suit (Qty 2)/Dive gloves (Qty 2)	4,457.78	167384/167385/167160
7 Aquatic Dreams Scuba Center	10-5101-0	Dive suit repair	158.81	167304
8 AT&T Messaging	10-5141-0	Jan 2024 Ag call-in voicemail services	14.84	9824755809
9 Availability Professional Staffing	10-5044-0	Temporary labor for Finance & Admin week ending 12/17/23-01/07/24	1,362.72	8999/9072/9089
10 CA Dept. of Fish & Wildlife	10-5114-0	Routine maintenance agreement fees for VRFs (Qty 7)	2,453.50	23-23
11 Cerida Investment Corp.	10-5141-0	Answering service from 12/19/23-02/12/24	296.30	112-88272/112-87631
12 De Lage Landen Financial Services, Inc.	10-5124-0	01/22/24-02/21/24 SEWD Printers Lease (5)	1,360.45	81791705
13 Doyce Boesch	10-5155-0	February 2024 consulting services by Doyce Boesch	7,000.00	February 2024
14 Fishbio	10-5174-0	November/December 2023 Consulting Calaveras HCP	25,992.06	4603/4560
15 Fishbio	10-5174-0	November/December 2023 Consulting Calaveras RST monitoring	28,474.40	4563/4605
16 Fishbio	10-5174-0	November/December 2023 Consulting Bellota Fish Ladder	18,057.63	4559/4602
17 Fishbio	10-5174-0	November/December 2023 Consulting Redds	9,484.13	4562/4604

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>ADMIN FUND 70</b>		
18 Fishbio	10-5174-0	November 2023 Consulting Calaveras O.mykiss abundance	6,938.95	4561
19 Fishbio	10-5174-0	December 2023 Compliance monitoring	1,725.00	4608
20 Frontier Communications	10-5141-0	Linden Tel Directory listing for 01/07/24-02/06/24	13.55	530-1961403-01/07/24
21 GEI Consultants, Inc.	10-5116-0	Prof services for Water Supply Master Plan prj 11/25/23-12/29/23	40,724.55	3145293
22 Herum, Crabtree,Suntag	10-5165-0	December 2023 Triennial Review	12,423.60	110449
23 Herum, Crabtree,Suntag	10-5150-0	December 2023 General Matters	10,341.60	110446
24 Herum, Crabtree,Suntag	10-5176-0	December 2023 Water Right Applications [Master File]	2,927.40	110448
25 Herum, Crabtree,Suntag	10-5177-0	December 2023 GSA-CALSPA v.	2,254.20	110451
26 Herum, Crabtree,Suntag	10-5171-0	December 2023 Calaveras Contract	549.78	110447
27 Herum, Crabtree,Suntag	10-5165-0	December 2023 Stanislaus River Matters	438.60	110445
28 Herum, Crabtree,Suntag	10-5190-0	December 2023 GSA	71.40	110450
29 Jan-Pro of the Greater Bay Area	10-5154-0	January 2024 monthly janitorial services-Admin	670.00	21515-Admin
30 Jorgensen Company	10-5101-0	Fire extinguishers for new District vehicles (Qty 7)	482.55	77884
31 Mallory Safety and Supply LLC	10-5101-0	AED pads (Qty 6)	521.94	5789612
32 Quadient Finance USA Inc./Neofunds	10-5126-0	Postage machine	147.00	1/23/24
33 Quill Corporation	10-5125-0	Office supplies ordered on 11/13/23-01/08/24	2,412.18	35681106-3653962
34 Quill Corporation	10-5124-0	Monitors (Qty3)	468.68	35979407
35 Red Wing Shoe Store	10-5101-0	2023 Safety Shoe Allowance for Avalos & Hearon	435.43	20231228014569
36 Robert Half Finance & Accounting	10-5044-0	Temporary labor for Admin week ending 01/05/24 & 01/12/24	3,420.48	63091971/4855/4830
37 Software Toolbox, Inc.	10-5146-0	Allen-Bradley Software & Modbus software for SCADA	6,324.00	INVO121533
38 Streamline	10-5140-0	Streamline (web) annual Maintenance fees 12/01/23-12/31/24	11,700.00	27D897E8-0002
39 Sytech Solutions	10-5140-0	Prep, scan, & upload AP FY 21-22 /2022 OWMUS/time to 1DocStop	6,993.58	12287
40 The Record	10-5133-0	Notice of Public Hearing 12/01/23 & 12/15/23	228.71	0006143162
41 TPX Communications	10-5141-0	January 2024 Telephone charges	2,887.87	176861403-0
42 UniFirst Corporation	10-5189-0	District apparel orders	1,225.57	2360033707-360033726
43 Verve Networks	10-5140-0	Managed IT service monthly billing for February 2024	7,948.60	28581
44 Verve Networks	10-5143-0	Microsoft 365 Monthly Billing January 2024	979.20	28634
45 Wagner & Bonsignore	10-5178-0	December 2023 Professional services New Hogan Water Rights	1,274.27	01-24-625
46 Wille Electric Supply Co, Inc.	10-5147-0	Flashboard Dam Level & Flow Sites prj 2224-Radios (Qty 2)	1,030.92	52176225.001
47 XRoads Networks, Inc	10-5141-0	StarLink charges Jan 2024	345.00	Z021028
48 Zanjero, Inc.	10-5150-0	Professional services on 12/06/23-12/11/23	6,820.00	6158
		<b>ADMIN FUND 70 TOTAL</b>	<b>\$240,137.23</b>	

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**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>WATER SUPPLY FUND 71</b>		
49 Badger Meter, Inc.	10-5202-0	Cellular service for Orion cellular endpoints December 2023	148.41	80148025
50 Badger Meter, Inc.	10-5202-0	Communication device kit for maintenance on flow meter	147.04	16262666
51 Balance Staffing Workforce LLC	10-5017-0	Temporary labor week ending 12/17/23-12/31/23	3,121.44	1009613/9932/0225
52 Coale Concrete Pumping	10-5213-0	Lower Farmington Canal Rehab prj Concrete pumping for walkway repair(FEMA)	425.00	7426
53 Dokken Engineering	10-5203-0	8-Mile Dam Replacement prj 2318 -NEPA Compliance Services Dec 2023	8,940.00	45195
54 Ecco Equipment Corp.	10-5203-0	Tom Allen Recharge Pond prj - Rental of Dozer Crawler	1,900.00	303606-0002
55 Ecco Equipment Corp.	10-5213-0	LFC Rehabilitation prj (FEMA)- Rental of Wheel Loader	963.00	303662-0002
56 F.T.G. Construction Materials Inc.	10-5213-0	LFC Rehabilitation prj (FEMA)-Fill dirt (30 loads)	13,414.37	0171046
57 F.T.G. Construction Materials Inc.	10-5213-0	LFC Rehabilitation prj (FEMA)-Rock 1-1/2 AB (9 loads)	8,514.92	0171044
58 FedEx	10-5202-0	Shipping to return meter for repairs	51.26	8-356-24643
59 Grainger, Inc.	10-5206-0	Rubber seals & adhesive for Bellota stop logs to dewater Bellota Intake	240.00	9965463419/832547
60 Holt of CA	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of Cab/Air Dozer D6T	19,164.02	ER7206742050

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>WATER SUPPLY FUND 71</b>		
61 Holt of CA	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of Hex 320 Cab/Air Thumb Excavator	4,973.16	ER7206592070
62 Holt of CA	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of Cab/Air Wheel Loader	8,792.00	ER7207922030
63 Holt of CA	10-5205-0	Tom Allen Recharge Pond prj-Rental of Cab/Air Dozer D6k	9,457.30	ER7209302010
64 Holt of CA	10-5203-0	Tom Allen Recharge prj-Rental of laser ready motor grader	6,595.65	ER7209528010
65 Holt of CA	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of Roller CP44	2,393.54	ER7209100020
66 Holt of CA	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of Wheel Loader	1,315.14	ER7207922040
67 Linden County Water District	10-5205-0	Hosie Crossing replacement 2319-Construction water	225.00	1/23/24
68 McMaster-Carr Supply Co	10-5206-0	Isopropyl alcohol for Bellota stop logs to dewater Bellota Intake	24.86	20494049
69 PG&E 1949656419-6	10-5213-0	Gas & Electric 12/05/23 -01/12/2024 BellotaBlckh-NM	772.06	19496564196-01/12/24
70 PG&E 1949656419-6	10-5202-0	Gas & Electric 12/05/23 -01/12/2024 Canal gate-NH	94.18	19496564196-01/12/24
71 PG&E 2333223109-3	10-5213-0	Electricity 12/12/23-01/10/24 Sonora Rd-NMCF	82.29	23332231093-01/16/24
72 PG&E 3117175782-1	10-5213-0	Electricity 12/18/23-01/17/24 Escalon Bellota trash rack	25.46	31171757821-01/18/24
73 PG&E 4252412479-1	10-5213-0	Electricity 12/15/23-01/16/24 Tulloch Rd (Goodwin Dam)-NMC	27.10	42524124791-01/17/24
74 PG&E 5598232323-4	10-5213-0	Electricity 12/09/23-01/08/24 E Funck Rd Gates	52.93	55982323234-01/09/24
75 PG&E 6377610771-4	10-5213-0	Electricity 12/09/23-01/08/24 Copperopolis Rd trash rack	71.20	63776107714-01/09/24
76 PG&E 8683314685-4	10-5213-0	Electricity 12/12/23-01/10/24 Duck Creek trash rack	309.55	86833146854-01/11/24
77 RAT Inc.	10-5213-0	LFC Rehabilitation prj (FEMA)-Rental of portable restroom	210.00	INV/2023/14815
78 Salazar Transportation Inc	10-5203-0	Haul fee to swap out dozers from Tom Allen to LFC prj (FEMA)	403.22	41151
79 Salazar Transportation Inc	10-5213-0	Haul fee to swap out dozers from LFC prj (FEMA) to Tom Allen	403.22	41151
80 San Joaquin County Dept. of Public Works	10-5213-0	Waste disposal for clean up on Lower Farmington Canal	188.04	229-00421889/0292/1689
81 Stantec Consulting Services Inc.	10-5205-0	Low Water Crossing prj 2320-Prof services for CEQA & NEPA-George Watkins	2,597.50	2184212
82 Stantec Consulting Services Inc.	10-5204-0	Low Water Crossing prj 2320-Prof services for CEQA & NEPA-McGurk	1,702.50	2184212
83 Stantec Consulting Services Inc.	10-5205-0	Low Water Crossing prj 2320-Prof services for CEQA & NEPA-Fujinaka	1,613.00	2184212
84 Target Special Products	10-5213-0	Herbicide to treat Lower Farmington Canal along NM system	3,955.40	INV/501366434
85 Terracon Consultants, Inc	10-5213-0	LFC Rehabilitation prj (FEMA)-Compaction testing 12/14/23	918.00	TK54162
86 UniFirst Corporation	10-5213-0	Weekly Uniform & Laundry Service Week 12/28/23-01/18/24	446.39	049126/398/5663/4235
87 Wagner & Bonsignore	10-5175-0	December 2023 Prof. services Calaveras River Application	1,102.50	01-24-692
88 Wille Electric Supply Co, Inc.	10-5202-0	Filter kit/cable fittings/antenna/controller-Bellota Banner radio installation	4,435.99	S2170536.001/003
89 Wille Electric Supply Co, Inc.	10-5202-0	Antenna & shipping for Bellota Banner radio installation	1,898.94	S2170536.002
90 Wille Electric Supply Co, Inc.	10-5202-0	Lighting for Bellota Banner Radio installation	151.37	S2170536.004/005
		<b>WATER SUPPLY FUND 71 TOTAL</b>	<b>\$112,266.95</b>	

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STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024

Vendor name	Account #	Description	Amount	Invoice No.
91 Jesse The Tree Guy, Inc	10-5180-0	FISH SCREEN IMPROVEMENT FUND 89 Tree removal at Bellota Weir	17,700.00	INV0449
		<b>FISH SCREEN IMPROVEMENT FUND 89</b>	<b>\$17,700.00</b>	

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STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024

Vendor name	Account #	Description	Amount	Invoice No.
		<b>VEHICLE FUND 91</b>		
92 BG Agri Sales & Service	10-5343-0	Fittings and sprayer tips for maintenance on Spray Rig 5	85.42	INV/BG52417/BG52475
93 Big Valley Ford	10-5182-0	Back up camera for Unit 87	852.45	607650
94 Holt of CA	10-5182-0	Brake inspection for Unit 70	772.43	SW080334750
95 I-5 Rentals, Inc	10-5182-0	Replacement mirror for rental equipment	220.16	137271
96 Kludt & Sons, Inc.	10-5182-0	Propane for Unit 70	100.28	526195
97 N & S Tractor	10-5182-0	Muffler for Unit 41	329.73	1568587
98 Stockton Windustrial Co.	10-5182-0	Channel for maintenance on Unit 30	278.49	369817 02
		<b>VEHICLE FUND 91 TOTAL</b>	<b>\$2,638.96</b>	

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**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>MUNICIPAL &amp; INDUSTRIAL FUND 94</b>		
99 Availability Professional Staffing	10-5044-0	Temporary labor for Admin week ending 12/17/23 & 12/31/23	2,532.42	8999/9072
100 Carollo Engineers, Inc	10-5323-0	Hypochlorite disinfection progress bill through 12/31/23	2,511.59	FB45677-21
101 Fastenal Company	10-5343-0	Band saw and M18 rechargeable batteries	792.82	CAGO11894
102 Fastenal Company	10-5341-0	Disposable gloves (Qty 2000)	301.70	CAGO11909
103 Fastenal Company	10-5344-0	Treatment plant consumables on 12/29/23	104.63	CAGO11895
104 Fastenal Company	10-5323-0	Sodium Hypochlorite System prj 2303-Paper towel dispenser	75.23	CAGO11947
105 FGL Environmental	10-5308-0	Coliform bacti monitoring sampled on 11/30/23-12/24/23	2,585.00	356239A-357557A
106 Fresno Oxygen	10-5327-0	Metal fabrication machine (P-65 480V Ironworker)	32,696.25	0063299398
107 GEI Consultants, Inc.	10-5323-0	Prof services for Aquifer Storage/Recovery study 11/25/23-12/29/23	15,492.97	3145936
108 Grainger, Inc.	10-5321-0	Fuse block holders for P-25	2,436.40	9945208354
109 Grainger, Inc.	10-5341-0	Winter fire retardant coats for electricians (Qty 4)	978.28	9955763686
110 Grainger, Inc.	10-5321-0	Wiring troughs for ATS - Switchgear A in High Service Pump Station	439.99	9944575050
111 Grainger, Inc.	10-5341-0	Safety goggles for Hypochlorite building (Qty 4)	48.62	9945208347
112 Grainger, Inc.	10-5321-0	Pipe flanges to install flow meters for Chemical feeders	37.67	9958655764

**STOCKTON EAST WATER DISTRICT  
INVOICES FOR BOARD PACKAGE  
JANUARY 30, 2024**

Vendor name	Account #	Description	Amount	Invoice No.
		<b>MUNICIPAL &amp; INDUSTRIAL FUND 94</b>		
113 Grainger, Inc.	10-5323-0	Sodium Hypochlorite System prj 2303 - Double sided adhesive for mounting labels	11.20	9951535591
114 HDS White Cap Construction Supply	10-5321-0	Marking paint & lumber crayon for installation of light pole at control cabinet	137.56	10019306264
115 Holt of CA	10-5329-0	Rental of dump truck-cleaning sludge lagoons 12/07/23-12/18/23	7,833.32	7209492010/7010/8010
116 Jan-Pro of the Greater Bay Area	10-5326-0	January 2024 monthly janitorial services-Ops & Maintenance	553.00	21515-Ops/Maintenance
117 Modesto Steel Company	10-5323-0	Low Lift Pump Station gate Automation prj 2308-Angel iron & tread bite	915.21	424353
118 PG&E 1949656419-6	10-5302-0	Gas & Electric 12/05/23 -01/12/2024 TP Electricity	25.57	19496564196-01/12/24
119 PG&E 1949656419-6	10-5303-0	Gas & Electric 12/05/23 -01/12/2024 TP Natural gas	2,862.67	19496564196-01/12/24
120 PG&E 3795916542-6	10-5302-0	Electricity 12/09/23-01/08/24 6767 E Main-North Raw Water	376.90	37959165426-01/09/24
121 PG&E 7493068226-0	10-5302-0	Electricity 12/15/23-01/16/24 Outdoor Light-TP	13.50	74930682260-1/16/24
122 Platt Electric Supply Inc.	10-5321-0	Fuses for P-25 (Qty 3)	1,304.70	4522238
123 Platt Electric Supply Inc.	10-5344-0	Treatment plant consumables on 12/27/23	158.95	4527151
124 Rexel USA Inc	10-5323-0	High Service Pump Station P-27 VFD purchase	122,160.05	5133947109.002
125 San Joaquin County Sheriff Dept.	10-5324-0	Nov 2023 Temp workers-Tree trimming & weed abatement at TP	5,792.00	41855-41862
126 Stockton Scavengers	10-5304-0	Jan 2024 garbage service @6767 East Main St	538.36	0078963-0051-9
127 SunE Solar Mission III LLC	10-5302-0	Energy produced on high/low side solar panels Dec 2023	10,377.16	PPA_10272-060/10303
128 Telstar Instruments, Inc.	10-5321-0	Emergency repairs on CL2 System	8,644.76	119554
129 Telstar Instruments, Inc.	10-5321-0	Replace filters in drip leg heaters on CL2 system	1,046.00	119635
130 TNT Industrial Contractors Inc.	10-5323-0	Sodium Hypochlorite Construction prj 2303-Retention	40,177.48	14343
131 TNT Industrial Contractors Inc.	10-5323-0	Sodium Hypochlorite Construction prj2303 progress bill Dec 2023	30,305.00	14342-REV
132 UniFirst Corporation	10-5342-0	Weekly Uniform & Laundry Service Week 12/28/23-01/18/24	1,270.48	60049126/398/663/235
133 USA Blue Book	10-5307-0	Free Chlorine reagent set for Hach CL17	1,006.44	INV00230821
134 USA Blue Book	10-5325-0	Rain gauge (Qty 1)	91.71	INV00233819
135 Valley Springs Feed & Pet Supply	10-5321-0	WTP security supplies ordered on 01/03/24	81.49	0151
136 Wille Electric Supply Co, Inc.	10-5323-0	Power Quality improv. prj 2307-Conduit/wires/fasteners/fittings for install of HVAC	661.90	S2175810.001
137 Wille Electric Supply Co, Inc.	10-5326-0	Conduit/receptacle/cover/box/wire to install power supply for iron worker	333.26	S2178944.001
138 Wille Electric Supply Co, Inc.	10-5326-0	Breaker for lighting in Vehicle Storage 2	246.11	S2176353.001
139 Wille Electric Supply Co, Inc.	10-5323-0	Distribution & Lighting prj-Lamps/ballasts for Maintenance Manager's office	131.31	S2177282.001
140 Wille Electric Supply Co, Inc.	10-5321-0	Conduit fittings for installation of mixer into Clear Well 1	96.11	S2178107.001
141 Wille Electric Supply Co, Inc.	10-5326-0	Receptacle/cover/box/fastener/breaker/fasteners/conduit for new plotter printer	361.00	178500.001/8668/8264
142 Wille Electric Supply Co, Inc.	10-5323-0	Pipe clamps & conduit straps HVAC for High Service Pump Station prj	37.77	S2177520.001
143 Wille Electric Supply Co, Inc.	10-5344-0	Treatment plant consumables on 01/02/24	28.77	S2178574.001
		<b>MUNICIPAL &amp; INDUSTRIAL FUND 94 TOTAL</b>	<b>\$298,613.31</b>	

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**STOCKTON EAST WATER DISTRICT  
INVOICES AND PAYROLL FOR BOARD PACKAGE  
JANUARY 30, 2024**

<b>Fund Number</b>	<b>Fund Summary</b>	<b>AP Amount</b>
Fund 68	Groundwater Prod. Fund	731.03
Fund 70	Administration Fund	240,137.23
Fund 71	Water Supply Fund	112,266.95
Fund 89	Fish Screen Improvement Fund	17,700.00
Fund 91	Vehicle Fund	2,638.96
Fund 94	Municipal & Industrial Fund	298,613.31
	<b>TOTAL FUND SUMMARY</b>	<b>\$672,087.48</b>

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## Short Names/Acronym List

ACH	Aluminum Chlorohydrate
ACWA	Association of California Water Agencies
Admin	Administration
Ads	Advertisement
AF	Acre Feet
AG	Agriculture
AR	Accounts Receivable
AWP	Alternative Work Program
CEQA	California Environmental Quality Act
Chgs	Charges
CM	Construction Management
COP	Certificate of Participation
CSDA	California Special District Authority
CSJWCD	Central San Joaquin Water Conservation District
CVPWA	Central Valley Project Water Association
CWS	California Water Services Company
DB	Distribution Box
DBCP	Dibromochloropropane
DDTS	Direct Distance Telephone Service
DL	Direct Line
EDB	Ethylene Dibromide
Educ	Education
ESA	Endangered Species Act
FCC	Federal Communications Commission
FCCU	Financial Center Credit Union
FOIA	Freedom of Information Act
FWPS	Finished Water Pump Station
GM	General Manager
HCP	Habitat Conservation Plan
HP	Hewlett Packard
HVAC	Heating, Ventilating Airconditioning
LD	Long Distance
LFC	Lower Farmington Canal
LT2	Long Term 2 -Enhanced Surface Water Treatment Rule
M&O	Maintenance & Operations
MCC	Master Control Center
MIB	Methylisoborneol
Misc.	Miscellaneous
mtg	Meeting
NH-	New Hogan
NM	New Melones
NH3-N	Ammonia
NMCF	New Melones Conveyance Facility
NWRP	New Water Reservoir Project
OBA	Oxygen Breathing Apparatus
PACL	Poly Aluminum Chloride
PM	Preventive Maintenance
Prof	Professional
PSM	Process Safety Management
PVC	Polyvinyl Chloride
RMP	Risk Management Plan
SCADA	Supervisory Control And Data Acquisition
SCBA	Self Contained Breathing Apparatus
SEWD	Stockton East Water District
SWRCB	State Water Resources Control Board
St	Street
T5	Water Treatment Operator Certificate Grade 5
Tel	Telephone
THM	Trihalomethane
TO	Task Order
TP	Treatment Plant
UFC	Upper Farmington Canal
UPS	Uninterrupted Power Supply
VAMP	Vernalis Adaptive Management Plan
VFD	Variable Frequency Drive
WMP	Water Management Plan
WQMS	Water Quality Monitoring System
WS	Water Supply
WSEP	Water Supply Enhancement Project
WTP	Water Treatment Plant

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<b>Vehicles</b>	
Unit 36 2004 Chevy Pickup 2500hd Silverado	Pickup Truck
Unit 37-2004 Jeep Grand Cherokee Laredo	Automobile
Unit 47 2008 Chevy Pickup Silverado 2500 4x4	Pickup Truck
Unit 49 2009 Ford Edge AWD - Ltd	Automobile
Unit 55 2010 Ford F150 Pickup	Pickup Truck
Unit 57 2011 Ford F150 Pickup Long Bed	Pickup Truck
Unit 64 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 65 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 66 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 67 2015 Ford F250 S-Duty 4wd	Pickup Truck
Unit 69 2015 Ford F150 4x4 Supercrew Pickup	Pickup Truck
Unit 74 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 75 2019 Ford F250 S-Duty 4wd	Pickup Truck
Unit 76 2020 Ford Escape	Automobile
Unit 79 2022 Ford F150	Pickup Truck
Unit 80 2022 Ford F150	Pickup Truck
Unit 81 2022 Ram 1500	Pickup Truck
Unit 82 2023 Toyota Tacoma	Pickup Truck
Unit 83 2023 Toyota Tacoma	Pickup Truck
Unit 84 2023 Toyota Tacoma	Pickup Truck
Unit 85 2023 Toyota Tacoma	Pickup Truck
Unit 86 2023 Ford F-350	Pickup Truck
Unit 87 2023 Ford F-350	Pickup Truck
Unit 88 2024 Toyota Rav4	Automobile
Unit 89 2024 Toyota Rav4	Automobile
Unit 90 2024 Ford F-350	Pickup Truck
<b>Light equipment</b>	
Genie GS 1930 Scissor Lift	Lift
Unit 70 2016 Cat Forklift	Forklift
Unit 58 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 59 2014 Polaris Ranger EV- Maintenance	Utility Vehicle
Unit 60 2014 Polaris Ranger EV- Operations	Utility Vehicle
Unit 61 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 62 2014 Polaris Ranger EV- Water Supply	Utility Vehicle
Unit 63 2014 Polaris Ranger EV- Operations	Utility Vehicle
<b>Heavy equipment</b>	
Mower-walker	Tractor
Unit 16 2003 Ford 450 -- diesel	Heavy Truck
Unit 26 1990 International Dump Truck	Heavy Truck
Unit 29 Caterpillar Backhoe	Heavy Equip.
Unit 31 1998 Freightliner Boom Truck 15 ton	Heavy Truck
Unit 38 John Deere 6420 Tractor	Tractor
Unit 41 Case Tractor 570mxt Turbo	Tractor
Unit 45 2008 Ford F650 Flatbed Truck (diesel)	Heavy Truck
Unit 48 2008 Chevy Kodiak C4500 (diesel)	Heavy Truck
Unit 52 Kubota Tractor	Tractor
Unit 53 2011 Kenworth T300 Dump Truck (dsl)	Heavy Truck
Unit 56 2010 Ford F450 Truck	Heavy Truck
Unit 73 2018 Caterpillar Backhoe	Heavy Equip.
Unit 77 2022 CAT Long Reach Excavator	Heavy Equip.
<b>Accessories</b>	
Dive Boat	Accessory
Boat Trailer	Trailer
Allis-Chalmers Disc	Accessory
Pak Flail Mower (orange)	Accessory
Alamo Articulate Mower Attachment	Accessory
Landpride RCR2596 Rotary Mower	Accessory
Unit 30 Big Tex Equipment Trailer /25,900gvwr	Trailer
Unit 34 2000 Cartaway Tank Trailer /6000gvw	Trailer
Unit 43 2007 Wells Cargo Trailer Model TW122	Trailer
Unit 44 1996 Genie Lift TZ-34/20 Knuckleboom	Trailer
Unit 50 6 Diesel Pump	Trailer
Unit 51 12 Diesel Pump	Trailer
Unit 68 2015 Welding Trailer	Trailer
Unit 71 2017 Utility Landscaping Trailer	Trailer
Unit 72 2002 Utility Trailer	Trailer
Unit 73 2002 Utility Trailer	Trailer



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STATEMENT OF CONSISTENCY  
PURSUANT TO EXECUTIVE ORDER N-7-22  
AND FINDINGS OF FACT  
STOCKTON EAST WATER DISTRICT  
GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, Stockton East Water District is the Groundwater Sustainability Agency for that portion of the Eastern San Joaquin Groundwater Basin (Basin); and

WHEREAS, on December 17, 2019, Stockton East Water District Groundwater Sustainability Agency (GSA) adopted the Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Plan (GSP); and

WHEREAS, on March 29, 2022 Governor Newsom adopted Executive Order N-7-22, which prohibits any county or other public agency from approving a permit for a “new groundwater well or for alteration of an existing well”

without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan.

WHEREAS, the GSP provides in Section 1.1.2:

The sustainability goal description for the Eastern San Joaquin Subbasin is to maintain an economically-viable groundwater resource for the beneficial use of the people of the Eastern San Joaquin Subbasin by operating the Subbasin within its sustainable yield or by modification of existing management to address future conditions. This goal will be achieved through the implementation of a mix of supply and demand type projects consistent with the GSP implementation plan (see Chapter 6: Projects and Management Actions).

WHEREAS, the GSP provides in Section 3.1:

Groundwater levels in the Subbasin may continue to decline during the implementation period. However, as projects are implemented and basin operations are modified, sustainable groundwater management will be achieved, and levels will stabilize on a long-term average basis. The Subbasin will be managed to prevent undesirable results throughout the implementation period, despite the possible decline of groundwater elevations. This sustainability goal is supported by locally-defined minimum thresholds that will avoid undesirable results. Demonstration of stable groundwater levels on a long-term average basis combined with the absence of undesirable results will ensure the

Subbasin is operating within its sustainable yield (see Section 2.3.6) and the sustainability goal will be achieved.

WHEREAS the GSP provides in Section 6.1:

Achieving sustainability in the Subbasin requires implementation of projects and management actions. The Eastern San Joaquin Subbasin will achieve sustainability by implementing water supply projects that either replace (offset) or supplement (recharge) groundwater to achieve the estimated pumping offset and/or recharge need of 78,000 acre-feet per year (AF/year), identified as the sustainable yield estimate. . . . Currently, no pumping restrictions have been proposed for the Subbasin; however, Groundwater Sustainability Agencies (GSAs) maintain the flexibility to implement such demand-side management actions in the future if need is determined.

WHEREAS the GSP provides in Section 6.3:

Management actions are generally administrative, locally implemented actions that the GSAs could take that affect groundwater sustainability. Management actions typically do not require outside approvals, nor do they involve capital projects. No management actions currently related to pumping activities or groundwater allocations have been proposed for the Subbasin; however, GSAs maintain the flexibility to implement such demand-side management actions in the future if need is determined.

WHEREAS the GSP provides in Section 7.5:

Each of the 16 GSAs are administered independently and involve meetings and oversight of individual GSA projects and programs. . . . Other administrative actions may involve tracking and evaluating GSP implementation and sustainability conditions as well as assessing the benefit to the Subbasin.

WHEREAS, the GSP provides in Section 7.6:

SGMA requires that GSPs be evaluated regarding their progress towards meeting the approved sustainability goals at least every 5 years and to provide a written assessment to DWR. An evaluation must also be made whenever the GSP is amended.

WHEREAS the GSP provides in Section 7.1 that annual reports required by SGMA will continually monitor movement towards sustainability and will:

. . . contain a description of current groundwater conditions for each sustainability indicator and will include a discussion of overall Subbasin sustainability. Progress towards achieving interim milestones and measurable objectives will be included, along with an evaluation of groundwater quality and groundwater elevations (being used as direct or proxy measures for several sustainability indicators) in relation to minimum thresholds.

. . . describe the current status of project and management action implementation since the previous 5-year report.

WHEREAS, in Section 7.6 of the GSP it is clear that each 5-year report:

will include a reconsideration of GSP Elements. As additional monitoring data are collected during GSP implementation, land uses and community characteristics change over time, and GSP projects and management actions are implemented, it may become necessary to revise the GSP. This section of the 5-year report will reconsider the basin setting, management areas (if applicable), undesirable results, minimum thresholds, and measurable objectives. If appropriate, the 5-year report will recommend revisions to the GSP. Revisions would be informed by the outcomes of the monitoring networks, and changes in the Subbasin, including but not limited to, changes to groundwater uses or supplies and outcomes of project implementation.

WHEREAS in Section 7.6.7 of the GSP it is clear that each GSA may take enforcement or legal actions to support sustainability.

WHEREAS, Section 7.6.8 of the GSP notes that “[a] description of amendments to the GSP will be provided in the 5-year report, including adopted amendments, recommended amendments for future updates, and amendments that are underway during development of the 5-year report”; and

WHEREAS, Section 10726.4(b) of the Water Code provides that GSAs are not authorized to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits; and

WHEREAS, Section 10726.8(b) of the Water Code provides that GSAs do not have the authority make a binding determination of the water rights of any person or entity; and

WHEREAS, on January 9, 2024 the Stockton East GSA received from San Joaquin County a well permit application for a well on 26501 E. Flood Rd in Linden, CA;

WHEREAS, this document constitutes written verification pursuant to Executive Order N-7-22;

WHEREAS, nothing in this Statement shall be read as interfering with the authority of San Joaquin County to approve, disapprove, or condition any groundwater well permit project pursuant to its permitting authority.

NOW, THEREFORE,

1. Be it resolved that based on the projects and management actions set forth in the GSP, the continual monitoring and 5 years updates to the GSP, and Stockton East GSA's commitment to implementing all projects, management actions or pumping restrictions required to achieve sustainability, the Board of Directors of the Stockton East Water District Groundwater Sustainability Agency makes the following findings:
  - A. Groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in the GSP; and
  - B. Groundwater extraction by the proposed well would not decrease the likelihood of achieving a sustainability goal for the Basin.
2. Be it further resolved that all well owners within the GSA shall be aware that if projects and management actions do not achieve the desired sustainability goals outlined in the GSP, the GSA may be forced to implement demand-side management actions in the future if need is determined, including, but not limited to, pumping restrictions.

**PASSED AND ADOPTED** at regular meeting of the Board of Directors of Stockton East Water District on January 30, 2024 by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

**DRAFT**

---

Richard Atkins, President  
Board of Directors  
Stockton East Water District

ATTEST:

**DRAFT**

---

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



**PROGRAM COORDINATORS**

Jeff Carruesco, REHS, RDI

Willy Ng, REHS

Steven Shih, REHS

Elena Manzo, REHS

Natalia Subbotnikova, REHS

January 9, 2024

**MEMORANDUM**

**TO:** Justin Hopkins, Stockton East Water District GSA

**FROM:** Steven Shih, Program Coordinator (209) 468-9850; [sshih@sjgov.org](mailto:sshih@sjgov.org)

**SUBJECT:** **GSA Verification Statement for Proposed Well at 26501 E. Flood Rd., Linden**

State of California Executive Order N-7-22, effective on March 28, 2022, states that to protect health, safety, and the environment during this drought emergency the County shall not approve a permit for a new groundwater well or for alteration of an existing well within a basin subject to the Sustainability Groundwater Management Act and classified as medium or high-priority without first obtaining written verification from that basin's Groundwater Sustainability Agency (GSA). The GSA's written verification must include a determination that the extraction would not be (1) inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan (GSP) adopted by that GSA, and (2) would not decrease the likelihood of achieving a sustainability goal for that basin covered by such a plan.

This written verification is not required for permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

Pursuant to Executive Order N-7-22, we request that you complete the verification statement below regarding this proposed well and return it by email to [sshih@sjgov.org](mailto:sshih@sjgov.org) with the following subject line: GSA Verification Statement.



26501 E. Flood Rd., Linden

To: Steven Shih, Program Coordinator

San Joaquin County – Environmental Health Department

Proposed Well at 26501 E. Flood Rd., Linden

GSA: \_\_\_\_\_

1. Consistency with the GSP:

The proposed well is consistent with the GSP applicable to the basin area managed by the GSA named above.

The proposed well is inconsistent with the GSP applicable to the basin area managed by the GSA named above.

2. Impact on GSP Sustainability Goal(s):

The proposed well will not decrease the likelihood of achieving a sustainability goal for the basin area managed by the GSA named above.

The proposed well will decrease the likelihood of achieving a sustainability goal for the basin area managed by the GSA named above.

By: **DRAFT** \_\_\_\_\_; Date: \_\_\_\_\_

Title: \_\_\_\_\_

Enclosures: Well Permit Application

Well Permit Application Parcel Map

Drought Executive Order N-7-22

Department of Water Resources, Fact Sheet re Drought Executive Order N-7-22  
(Action 9)



# 1 WELL/PUMP PERMIT

SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

1868 EAST HAZELTON AVENUE - STOCKTON CA 95205 - (209) 468-3420

NON-REFUNDABLE PERMIT

CALL (209) 953-7697 FOR INSPECTIONS

EXPIRES 1 YEAR FROM DATE ISSUED

JOB ADDRESS 26501 E Flood Rd CITY/ZIP Linden, Ca 95236  
 CROSS STREET Escalon-Bellota APN 093-220-030 PARCEL SIZE 1600 LAND USE APPLICATION # \_\_\_\_\_  
 OWNER NAME Brett Lagorio PHONE 351-1220  
 OWNER ADDRESS 20001 E Flood Rd. CITY/STATE/ZIP Linden, Ca 95236  
 CONTRACTOR Masellis Drilling Inc. PHONE 522-1928  
 CONTRACTOR ADDRESS 119 Albers Rd. CITY/STATE/ZIP Modesto, Ca 95357  
 SUBCONTRACTOR \_\_\_\_\_ PHONE \_\_\_\_\_  
 SUBCONTRACTOR ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  
 LICENSE  C-57  C-61  D-09  Other \_\_\_\_\_ NUMBER 668622 EXPIRATION DATE 4-30-24

DOMESTIC WELL SAMPLING:  General Mineral/Coliform Bacteria (4391)  Dibromochloropropane (4392)  Arsenic (4393)

INTENDED USE  Domestic/Private  Irrigation/Agricultural  Industrial  Water Quality Monitoring  Soil Sampling/Characterization  
 Public Water System \_\_\_\_\_  
 If different from Owner: Water System Name \_\_\_\_\_ Contact Name or Phone Number \_\_\_\_\_

TYPE OF WORK  New Well  Replacement Well  Well Alteration/Modification  Other \_\_\_\_\_  
 Monitoring Well(s) \_\_\_\_\_ # of wells  Soil Boring(s) \_\_\_\_\_ # of borings  Geotechnical \_\_\_\_\_ # of borings  
 Out-Of-Service Well  Out-Of-Service Well Renewal  Cross-Connection Repair  
 New Pump  Pump Replacement  Pump Repair  Raise Well Casing

WELL CONSTRUCTION  
 Drilling Method  Mud Rotary  Air Rotary  Auger  Cable Tool  Push Point  Other \_\_\_\_\_  
 Proposed Well Depth 500 ft Excavation 24" in diameter  Open Bottom  Gravel Pack/Gravel Size #6 in diameter  
 Conductor Casing \_\_\_\_\_ in diameter / Conductor Casing Depth \_\_\_\_\_ ft  
 Well Casing Diameter 16 in Thickness/Gauge/ASTM Sched 0.250  Steel  Plastic  Stainless Steel  Other \_\_\_\_\_  
 Grout Seal Depth 50 ft  Neat Cement (94 lb bag/5-10 gal water)  Sand Cement 10-3 sack mix/7 gal water  
 Bentonite (20% solids)  Other \_\_\_\_\_  
 Grout Placement Method  Pumped  Free Fall  Other \_\_\_\_\_  Retardant / Accelerator (name) \_\_\_\_\_

PEDESTAL Installed By  Driller  Pump Contractor  Other \_\_\_\_\_  
 Concrete Pedestal  Dimensions: Width \_\_\_\_\_ ft Length \_\_\_\_\_ ft Thick \_\_\_\_\_  
 Christy Box  Stove Pipe

PUMP  Submersible  Turbine  Other \_\_\_\_\_ HP \_\_\_\_\_ Pump Set \_\_\_\_\_ ft Standing Water Level \_\_\_\_\_ ft

Plot Plan Requirements: Attach a plot plan with the exact location of water well with respect to the following items: GPS Coordinates, property lines, adjoining properties, water bodies or courses, drainage pattern, roads, existing wells, structures, potential sources of contamination, sewers or private disposal systems. Include distance from two property lines. For Domestic, Agriculture, Industrial well, provide location of any water wells or surface water within 200' radius of proposed well.

MINIMUM 24-HOUR ADVANCE NOTICE REQUIRED FOR INSPECTIONS - PLEASE CALL (209) 953-7697

### DEPARTMENT USE ONLY

Application Accepted By \_\_\_\_\_ Date \_\_\_\_\_ Area \_\_\_\_\_ Employee ID# \_\_\_\_\_  
 Grout Inspection By \_\_\_\_\_ Date \_\_\_\_\_  SPECIAL Well Permit  
 Pump Inspection By \_\_\_\_\_ Date \_\_\_\_\_  WAIVER Received  
 Soil Boring Inspection By \_\_\_\_\_ Date \_\_\_\_\_ Constructed Well Depth \_\_\_\_\_ ft  
 COMMENTS \_\_\_\_\_

PE Codes	SC Info	Received By	Check#/Cash	Amount Remitted	Date	Permit/Service Request #	Invoice #	Well ID#

SITE ADDRESS:









**SAN JOAQUIN**  
— COUNTY —  
Greatness grows here.

**San Joaquin County Environmental Health**

1868 E. Hazelton Ave.  
Stockton CA 95205  
(209) 468-3420

**Receipt**

<b>Payment Date</b>	<b>05/31/2022 08:57 AM PST</b>	<b>Payment Status</b>	<b>AUTHORIZED</b>
<b>Confirmation Number</b>	<b>144404146</b>		
<b>Payment Method</b>	<b>Credit Card (VISA) *****2838</b>		
<b>Expiration</b>	<b>##/##</b>	<b>Transaction Type</b>	<b>Purchase</b>
<b>Approval Code</b>	<b>011375</b>		
<b>AVS Response</b>	<b>Y</b>	<b>CVV2 Response</b>	

**Bill To**

John Masellis  
119 Albers Rd , Modesto, CA - 95357 US

**Payment Towards**

<b>Payment Towards</b>	Service Request Or Well Permit	<b>Amount</b>	<b>\$420.00</b>
<b>Site Address</b>	26501 E Flood Rd Linden	<b>Business Name</b>	Masellis Drilling, Inc.
<b>Phone Number</b>	2095221928		

**Charge Information**

<b>Agency Amount</b>	<b>\$420.00</b>
<b>LexisNexis Service Fee</b>	<b>\$9.62</b>
<b>Total Amount</b>	<b>\$429.62</b>

**Print**

Your payment was made through paymentsolutions.lexisnexis.com, one of the LexisNexis VitalChek Network Inc. portals.  
For business or technical support, please send an email to paymentsolutions@lexisnexis.com.  
For San Joaquin County Environmental Health support, please call (209) 468-3420



[Home](#) | [Payment Solutions](#) | [Contact Us](#) | [Terms and Conditions](#) | [Privacy Policy](#)







**New Well Information**

Pursuant to California Water Code, Section 13808, all new wells that do not meet the exemption criteria must submit the following required information, to the extent that can be reasonably known. The Environmental Health Department must collect this information before a new well permit is issued and must post the information on the Department's website for public information.

WELL LOCATION AND OWNER INFORMATION			
Well Location Address:	210501 E. FLOOD Rd.	City:	LINDEN 95230
Well Location APN:	097-220-030		
Well Latitude:	38.031470	Well Longitude:	-120.994700
Flood Plain Designation:		Well Elevation:	223'
Applicant Name:	BRETT LAGRIDO	Applicant Title:	OWNER
Applicant Address:	20001 E. FLOOD Rd.	City:	LINDEN. 95230
Applicant Phone:	351-1220	Applicant email:	
Property Owner Name:	SAME.		
Property Owner Address:	/	City:	
Property Owner Phone:	/	Property Owner email:	

PROPOSED WELL INFORMATION			
Well Total Depth (ft):	500	Acres to be Served by Well:	100.
Use of Well:	<input type="checkbox"/> Domestic <input checked="" type="checkbox"/> Irrigation <input type="checkbox"/> Small Public Water Supply <input type="checkbox"/> Municipal Public Water Supply <input type="checkbox"/> Industrial <input type="checkbox"/> Stock <input type="checkbox"/> Other:		
Depth of Corcoran Clay (ft):			
Proposed Well Capacity (gal/ft):		Estimated Pumping Rate (gal/min):	1000
Anticipated Pumping Schedule (gal/day):	10,000,000	Estimated Annual Extraction Volume (acre-feet):	30.930
Estimated Cumulative Extraction Volume before January 1, 2020 (acre-feet):			0

EXISTING WELLS INFORMATION			
Total Number of Existing Wells on Property: <u>1</u>			
Please complete the information below for every well on property. Use extra paper if needed			
Well #1 Information			
Use of Well:	<input type="checkbox"/> Domestic <input checked="" type="checkbox"/> Irrigation <input type="checkbox"/> Small Public Water Supply <input type="checkbox"/> Municipal Public Water Supply <input type="checkbox"/> Industrial <input type="checkbox"/> Stock <input type="checkbox"/> Other:		
Total Depth (ft):	500	To:	From:
Casing Diameter (in):	10	<input type="checkbox"/> Open Bottom or Screen Interval (ft):	To: From:
Pumping Rate (gpm):	1000	To:	From:
Annual Extraction Volume (acre-feet):	30.930	<input checked="" type="checkbox"/> Estimated <input type="checkbox"/> Measured	
Specific Capacity (gal/min/ft):			
Other Pumping Tests Performed:		Test Result:	



Well #2 Information						
Use of Well:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Small Public Water Supply	<input type="checkbox"/> Municipal Public Water Supply	<input type="checkbox"/> Industrial	<input type="checkbox"/> Stock
	<input type="checkbox"/> Other:					
Total Depth (ft):		<input type="checkbox"/> Open Bottom or Screen Interval (ft):	To:	From:		
Casing Diameter (in):			To:	From:		
Pumping Rate (gpm):			To:	From:		
Annual Extraction Volume (acre-feet):		<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured			
Specific Capacity (gal/min/ft):						
Other Pumping Tests Performed:		Test Result:				

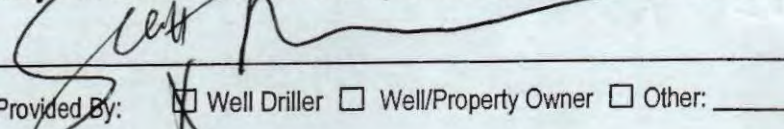
Well #3 Information						
Use of Well:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Small Public Water Supply	<input type="checkbox"/> Municipal Public Water Supply	<input type="checkbox"/> Industrial	<input type="checkbox"/> Stock
	<input type="checkbox"/> Other:					
Total Depth (ft):		<input type="checkbox"/> Open Bottom or Screen Interval (ft):	To:	From:		
Casing Diameter (in):			To:	From:		
Pumping Rate (gpm):			To:	From:		
Annual Extraction Volume (acre-feet):		<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured			
Specific Capacity (gal/min/ft):						
Other Pumping Tests Performed:		Test Result:				

WATER TABLE INFORMATION			
	Depth (ft):	Source of Reference:	Date of Reference:
Current Water Table:			
Highest Water Table:			
Lowest Water Table:			
Recharge Area:		Recharge Rate:	

SITING INFORMATION					
Distance To Nearest (ft):	Onsite:	Offsite:	Distance To Nearest (ft):	Onsite:	Offsite:
Wastewater Treatment System:			Transmission Lines:		
Onsite Well:			Pond/Lake:		
Sewer Lines:			Stream/River:		
Animal of Fowl Enclosure:					

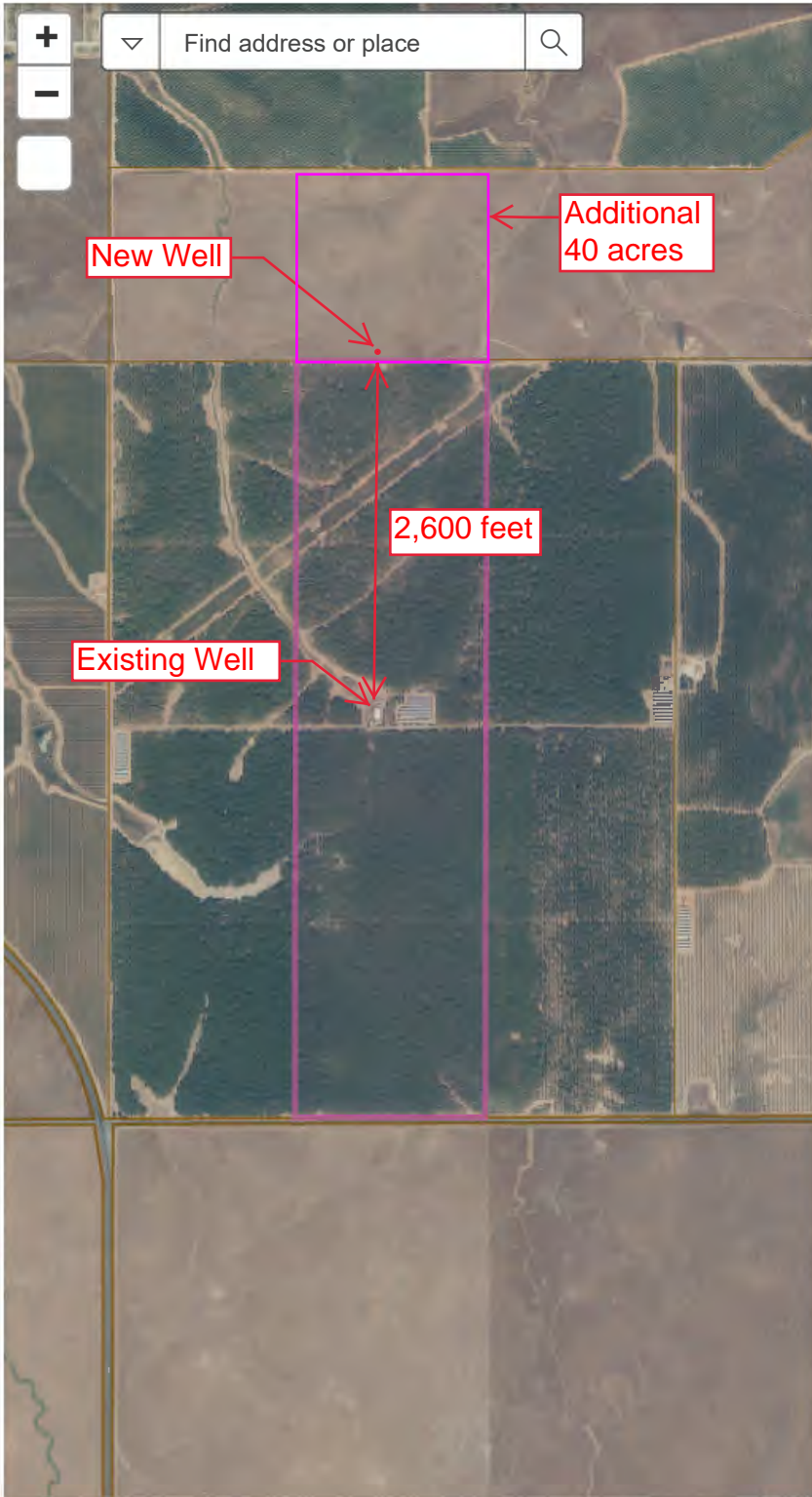
MAP INFORMATION
A map of the well location must be attached to this form and shall include the following information:
• Legal lot and parcel dimensions.
• All well locations on legal lot and parcel with type and use information shown for each well.
• Distance from proposed well to any potential sources of pollution onsite and on adjacent properties, including:
o Existing or proposed onsite sewage treatment systems, wells, animal or fowl enclosures, transmission lines, sewer lines.
o Distance from ponds, lakes, and streams within 300 feet.
o For wells below Corcoran clay, map must show location of canals, ditches, pipelines, utility corridors, and roads within two miles.

*I hereby certify that the information I have provided is accurate and truthful to the extent reasonably known.*

Signed:  Date: 05-31-22

Information Provided By:  Well Driller  Well/Property Owner  Other: \_\_\_\_\_





**Parcel Query**

Search	Results	Details
<b>PARCEL DETAILS</b>		
APN	09322003	
Street Address	26501 E FLOOD RD LINDEN	
Owner Name	LAGORIO, BRETT & LORA	
In Care Of		
DBA Name		
Mail Address	20001 E FLOOD RD LINDEN CA 95	
Land Acres	160	
Use Code	400	
Year Built		
Living SqFt		
Stories		
Bedrooms		
Bathroom Whole		
Bathroom Half		
Fireplace		
Garage		
Pool/Spa		
Land Value	499784	
Improve Value	655163	
LCA Contract	700120	
LCA Acres	160	
LCA Renewal	0	
APN History	09-FM PT 093-220-01/PT TO 02/04.	
<b>DISTRICT DETAILS</b>		
City Limit		
Sphere of Influence		
Post Office	LINDEN	
Zip Code	95236	
Supervisorial District	4	
Elem School Dist	Linden Unified	
High School Dist	Linden Unified	
Fire District	LINDEN-PETERS	
Irrigation District	SEWD	
Reclamation District		
Sewer District		
Storm District		
Water District		
General Plan	A/G	

0.2mi

# Memorandum

**To:** Board of Directors  
**From:** Justin M. Hopkins – General Manager  
Juan M. Vega – Assistant General Manager  
Darrel Evensen – District Engineer  
**Date:** January 23, 2024  
**Re:** Approval of a PSA with SiteLogiQ, Inc. for Facility Solution Project Feasibility and PG&E NEM 2 Interconnection Application.

---

## **Background**

The Stockton East Water District's (District) Board of Directors (Board) formed the Electrical Power Alternatives ad-hoc Committee (Committee) to investigate the feasibility, economic viability, and operational viability of several energy-generating options to offset the District's water treatment plant's rising electricity costs incurred via PG&E. The committee met twice, on January 12 and January 17, 2024.

## **Summary**

After staff presentations and Committee discussions, the Committee directed staff to present two options to the full board. One of those options is the possibility of expansion of the District's solar power production. With the widespread use of solar power, the District has a matrix of options available to consider:

- Power generation only or power generation plus battery storage.
- Ground mounted or floating solar arrays.
- District owned project or power purchase agreement (PPA).

The first step in proceeding with any of these options is the completion of Facility Solution Project Feasibility Study and related PG&E interconnection application (application). The District is in the unfortunate situation of a looming deadline for PG&E's Net Energy Metering 2.0 Aggregate program (NEM2A). PG&E will not accept any NEM2A applications after February 14, 2024. In order to submit an application prior to this deadline, the District's selected consultant must be engaged by February 1 to provide the consultant sufficient time to prepare the NEM2A application.

District staff engaged several firms and worked together in investigation of potential solar projects that could be advantageous to the District's energy portfolio. Of these firms, SiteLogiQ expressed the availability and capability of meeting the required deadline for application submission and provided a proposal for the required work in the amount of \$25,000.

## **Financial Impact**

The work to submit the application was not budgeted for Fiscal Year (FY) 2023-2024. The Account *10-5154-0 Professional Services – GMO* had a balance for FY 23-24 of \$175,000, of which \$101,813.67 have been spent to date leaving \$73,186.33 unspent. The proposed work for \$25,000 plus a 15% contingency of \$3,750 would leave \$44,436.33 in account *10-5154-0*. Based on conservative preliminary cash flow

estimates, savings realized with the investigated NEM2A projects range from ~\$20M-\$50M.

**Recommendations**

District staff recommends the Board authorize the General Manager to approve a Professional Services Agreement with SiteLogiQ a not to exceed cost of \$25,000, plus a 15% contingency of \$3,750, for a total of \$28,750.

# Memorandum

**To:** Board of Directors  
**From:** Justin M. Hopkins – General Manager  
Juan M. Vega – Assistant General Manager  
Darrel Evensen – District Engineer  
**Date:** January 23, 2024  
**Re:** PSA – NLine Energy Low Head Hydropower Analysis

---

## **Background**

The Stockton East Water District's (District) Board of Directors (Board) formed the Electrical Power Alternatives ad-hoc Committee (Committee) to investigate the feasibility, economic viability, and operational viability of several energy-generating options to offset the District's water treatment plant's rising electricity costs incurred via PG&E. The committee met twice, on January 12 and January 17, 2024.

## **Summary**

After staff presentations and Committee discussions, the Committee directed staff to present two options to the full board. One of those options is the development of a Low Head Hydropower Project (Project) which was investigated by staff and NLine Energy. The project would install a 350kW crossflow style hydroelectric turbine at the terminus of the Bellota Pipeline near the East Reservoir.

The project is estimated to generate 2,030,000 kWh of power annually, based on a flow range of 25-65 cubic feet per second (CFS) and 80 feet of static head. The project cost is estimated between \$2,700,000 and \$3,500,000, which would be partially offset by the Federal Investment Tax Credit (ITC) and potential grant funding. Once operational, the facility is projected to reduce PG&E E19 rate costs by \$284,000 annually, plus demand savings not currently accounted for.

The facility is estimated to require \$10,000 annually for operation and maintenance costs, with a major maintenance milestone occurring after 50 years of operation. Should the District move forward with preliminary analysis, a financial proforma for the proposed project would be developed. The preliminary analysis will cost \$40,000, per the Nline Energy proposal, and require three months to complete.

## **Financial Impact**

The preliminary analysis for the Project was not budgeted for Fiscal Year (FY) 2023-2024. The Account *10-5154-0 Professional Services – GMO* had a balance for FY 23-24 of \$175,000, of which \$101,813.67 have been spent to date leaving \$73,186.33 unspent. A separate board memo potentially allocated an additional \$28,750 for another energy project leaving \$44,436.33 unspent. The proposed analysis would cost \$40,000 plus a 10% contingency of \$4,000 and would leave \$436.33 in account *10-5154-0*.



### **Recommendations**

District staff recommends the Board authorize the General Manager to approve a Professional Services Agreement with NLine Energy for a not to exceed cost of \$40,000, plus a 10% contingency of \$4,000, for a total of \$44,000.

# Memorandum

**To:** Board of Directors  
**From:** Justin Hopkins – General Manager  
**Date:** January 30, 2024  
**Re:** Agricultural Lease Agreement for Remainder of North Site Property

---

## **Background**

The Stockton East Water District (District) owns approximately 113 acres of undeveloped property that is a portion of the North Site. To help offset costs for the North Site property purchase, the District entered into Agricultural Lease agreements (Agreement), beginning in 2015, to generate revenue until the property is fully developed into recharge facilities.

## **Summary**

The current Agreement is expired, and the District must approve a new Agreement to allow for continued use of the North Site property by the tenant. Staff updated the Agreement through a review and feedback process with the current Lessee and legal counsel. The update includes an automatic renewal clause, provided neither party initiates the 90-days termination, which will prevent the need for future renewal Agreements. The final draft of the Agreement is acceptable to the involved parties.

## **Financial Impact**

The Agreement is estimated to generate approximately \$40,000 of revenue per year. The revenue will continue to offset the total annual loan payments of \$239,865.40 for the North Site property.

## **Recommendation**

District staff recommends the Board of Directors approve the Agricultural Lease agreement and authorize the General Manager to execute the Agreement on behalf of the District.

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**2024 AGRICULTURAL LEASE**

1. **Parties.** This 2024 Agricultural Lease ("**Lease**") is entered into this 30<sup>th</sup> day of January, 2024 by and between STOCKTON EAST WATER DISTRICT ("**Lessor**" or "**Owner**"), and CARNA FARMING, INC., A CALIFORNIA CORPORATION, ("**Lessee**").

2. **Property.** Lessor owns that real property, and upon and subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property located at 6833 E. Main Street, Stockton, and 6700 East Copperopolis Road, Stockton, in the County of San Joaquin, State of California, together with all improvements located thereon excepting the building structures, as more particularly described in **EXHIBIT A** attached hereto and made a part hereof consisting of 113 acres of farmland (the "**Farm**").

3. **Term and Effective Date.**

3.1 The term of this Lease shall be effective beginning on January 1, 2024 and ending on December 31, 2024 ("**Term**"), unless sooner terminated as provided in the Lease. On the first day of the Term, Lessee shall be entitled to possession of the Farm, subject to compliance with the terms and conditions of this Lease and payment of the rent set forth in Section 4 hereof. The Term ends at midnight on the last day of the Term of the Lease unless sooner terminated as provided in this Lease.

3.2 At the expiration of the initial Term, this Agreement shall continue from year to year under its then existing conditions unless and until a party hereto gives the other no less than ninety (90) days written notice of termination prior to expiration of the initial Term or of the one year extension then in effect. Upon such 90 days notice, this Agreement shall terminate on December 31 of the year such notice is provided.

4. **Rent.** In consideration of the leasing, occupancy and use of the Farm, Lessee hereby promises and agrees to pay, yield and deliver, in addition to all other sums agreed to be paid by it under this Lease, pay all farm costs, repairs and maintenance costs, insurance costs, all irrigation assessments, irrigation water costs, utilities, and any and all other expenses to maintain the operations of the Property during the Term, cash rent in the amount of Four Hundred Dollars (\$400.00) per acre cash rent for cash crops, and Two Hundred Dollars (\$200.00) per acre cash rent for cereal grains, which shall be paid in two equal annual installments by January 31 and November 30. Lessee shall advise Owner of annual crop type with first installment and provide confirmation of crop type with second installment. All amounts above constituting "**Rent.**" Lessee shall pay all Rent without setoff, deduction, counterclaim, or prior notice or demand. At the expiration of the Term, property taxes, utilities and assessments shall be prorated between Lessor and Lessee.

5. **Maintenance.** Lessee shall maintain and repair, the Farm and all improvements and structures on, approaches to, and appurtenances of the Farm and maintain them in as good order and condition as reasonable use for agricultural purposes and wear permit, damage by the elements and other causes and events beyond the control of Lessee excepted. No substitution, alteration of, or addition to the Farm or to the improvements located thereon may be made without the express,

prior written consent of Lessor, except as provided in Section 5 hereof concerning irrigation equipment. Lessee shall preserve and protect all irrigation, drainage, or pumping items and equipment and any and all appurtenances thereto situated on the Farm and shall properly lubricate, service and care for same so as to prevent undue wear and tear on the items or equipment. Lessee shall also be responsible, unless otherwise provided in this Lease, for all services, maintenance, repairs to and replacement, if necessary, of the irrigation, drainage and pumping items and equipment or appurtenances thereto, only up to the first Two Thousand and five hundred Dollars (\$2,500.00) per repair, provided the necessary repairs are not caused by Lessee's or Lessee's agents', employees' or contractors' negligence, in which case the entire cost of the repair shall be the responsibility of Lessee. Lessee shall furnish, at its sole expense, any irrigation, drainage or pumping items or equipment not included in the Farm as are necessary to the proper irrigation, drainage and operation of the Farm. All those items or equipment shall become a part of the Farm, with the exception of those items brought onto the Farm to temporarily replace a piece of equipment which has been removed for repair. Lessee shall not remove any irrigation, drainage or pumping items, equipment or appurtenances thereto from the Farm and shall return same to Lessor in good working condition. When the Farm is used for dry land farming and where no irrigation is in use or required, all irrigation requirements contained in this Lease shall be automatically eliminated.

6. **Water.**

6.1 Source. Water necessary for the irrigation of crops to be grown on the Farm during the Term shall be made available by Lessor. Water for irrigation of the Farm shall be supplied by a surface water pump located on a pond owned by Lessor on Lessor's adjacent property ("**Surface Water Pump**"). Lessor hereby grants to Lessee a license to operate the Surface Water Pump on Lessor's property upon twenty-four (24) hours prior notice to Lessor.

6.2 Groundwater. Should Lessor determine that insufficient surface water is available for Lessee's demands under this Lease, it may substitute at any time groundwater supplies upon prior notice to Lessee. Lessor and its Agents shall have the right, at its cost, to drill and install groundwater wells on the Farm.

6.3 No Warranty. Lessor makes no warranty or agreement of any kind concerning the quality of the water available to the Farm or whether drainage or irrigation of the Farm is feasible or necessary, and Lessee shall in no way hold Lessor responsible for the quality of or excess of water for any intended purposes. Lessee agrees that water or water rights related to the Farm shall be preserved and used solely in connection with the operation of the Farm. Lessee shall not remove any water from the Farm or otherwise dispose of any water, except in connection with the proper drainage of the Farm, without the express prior written consent of Lessor.

6.4 Water Supply Reductions. Although Lessor shall use all reasonable efforts to make water available to Lessee for the purposes of irrigation under this Lease, the water supply available to the Farm under this Lease may be reduced by Lessor for any of the following reasons: (i) applicable federal and state laws now in existence and as modified from time to time, affecting Lessor's rights or obligations; (ii) failure of facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising

jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of water otherwise available to Lessor; and (iii) any action, legislation, ruling or determination adverse to the Lessor affecting the Lease and beyond the reasonable control of the Lessor. Lessor shall make a good faith effort to oppose such reductions, but Lessee agrees that Lessor shall not be liable for reductions of water supply available under this Lease due to such causes.

7. **Condition of Farm.** Lessee has inspected the Farm and is fully familiar with the physical condition thereof, has received the same in good order and condition, and agrees that the Farm complies in all respects with the requirements of this Lease. Lessor makes no representation or warranty with respect to the condition of the Farm or its fitness or availability for any particular use, and Lessor shall not be liable for any latent or patent defect therein. Lessee shall not do or permit any act or thing which is contrary to any legal or insurance requirement, which might impair the value or usefulness of the Farm or any part thereof, or which constitutes a public or private nuisance or waste. This Lease shall be subject to any existing rights of others, including but not limited to easements, rights of way, water rights, mineral rights, oil and gas leases and restrictions on use of the Farm.

8. **Payment of Taxes and Utilities.** Property taxes on the Farm shall be paid by Lessor. Utilities, including but not limited to gas, telephone, electricity and water, rendered to and used in connection with the Farm shall be paid by Lessee. Said utilities to be paid by Lessee shall include the electricity for the Surface Water Pump, and Lessee shall provide meter readings to Lessor for the purpose of allocating such costs. Should Lessor be required to pump groundwater to meet its obligation to Lessee under Section 6 above, Lessee shall pay all electricity charges for such pumping. All costs, charges, and assessments for irrigation water at the applicable rate established by Lessor shall be paid by Lessee. Lessee shall maintain the Farm in the San Joaquin County and Delta Water Quality Coalition, and all required fees shall be paid by Lessee. All payments by Lessee required under this Section 8 shall be paid by Lessee directly, or reimbursed to Lessor within thirty (30) days of invoice by Lessor.

9. **Assignment or Sublease.** Lessee shall not sublet the Farm or any part thereof, assign this Lease in whole or in part, or in any way encumber this Lease or the Farm without Lessor's prior written consent. Lessor may assign this Lease, in whole or in part, and shall thereupon be released of all duties and obligations under this Lease. Upon a termination of Lessor's leasehold interest in the Farm for any reason, Lessee shall agree to and accept Owner or its assignee as the lessor for the balance of the Term remaining under this Lease, subject to all the terms and conditions of this Lease, on condition that Owner shall perform all of Lessor's obligations under this Lease from and after the date of termination of Lessor's leasehold interest in the Farm.

10. **Operations and Good Farming and Husbandry Practices.**

10.1. **Use of the Farm.** Lessee shall use due diligence and farming practices, consistent with the highest-quality farming practices in the county where the Farm is located, in all aspects pertaining to the growing, storing and marketing of the crops and in the general conduct of operations and use of the Farm. Lessee shall operate and use the Farm for the sole purpose of

conducting an agricultural operation under the terms and conditions provided in this Lease. Lessee shall, in due and proper season, perform all work required and essential in a good and workmanlike manner as will be conducive to the very best results to be had and obtained by a high-quality system of husbandry and farming. If this Lease covers permanent crops, Lessee shall care for, protect and maintain the crops in a good and workmanlike manner consistent with the highest-quality farming practices in the county where the Farm is located.

10.2. Equipment, Tools, Seeds, and Labor. Lessee shall use and furnish, at its sole expense, high-quality equipment, tools, seeds and labor proper or necessary to a top-quality husbandry and farming operation on the Farm.

10.3. Pests, Diseases, Weeds and Erosion. Lessee shall use all diligence by the best means known for the controlling and curing of pests and diseases which hinder and menace growing crops, supply and use all required means to rid the Farm of same, and keep the Farm and crops thereon free from all types of weeds. Lessee agrees to adopt low-input sustainable agricultural practices with respect to the Farm when said practices can be implemented without any adverse impact on the investment returns from the Farm. Lessee shall take reasonable care to prevent soil erosion by strip-cropping and contouring, as well as by filling in or otherwise controlling small washes or ditches that may form on the Farm. Lessee shall keep in good repair all terraces, open ditches and inlets and outlets of tile drains and shall preserve all established watercourses or ditches, including grass waterways, situated or lying on the Farm. Before performing any drainage work, Lessee agrees to check with the county F.M.S. office in regard to the wetland status of the area affected and obtain prior approval for the drainage work to be performed. Lessee shall cut and remove or spray and destroy all noxious weeds before they revert to seed and shall cut and spray all other weeds and grasses growing on the Farm, in the fields, farmstead, roadsides, irrigation ditches and fence rows; and in all other respects, shall attend to the care and maintenance of the Farm in a good and prudent manner. Lessee shall obtain any burning permits necessary in compliance herewith. If the Farm contains any Highly Erodible Land (HEL) as determined by the local F.M.S. office, Lessee agrees to farm the Farm in a manner as to comply with the stated conservation plan.

10.4. Removal of Crop Residue. Lessee shall not, without the prior written consent of Lessor, burn or otherwise remove cornstalks or other crop residue resulting from the conduct of its farming and agricultural operations on the Farm; but shall, as soon as practicable, attend to the spreading of all crop residue, manure, straw and the like upon those fields which have been specified and agreed upon by Lessor.

11. Inspection. Lessor or Owner, or their authorized representatives or assignees, may enter the Farm at any time for the purpose of inspecting same or for the purpose of doing any work and taking any action thereon as may be necessary or appropriate for the purpose (but nothing contained in this Lease shall create or imply any duty on the part of Lessor or Owner or their assignees to make any inspection or do any work) and for the purpose of showing the Farm to prospective purchasers. Entry for the purposes specified herein shall not constitute an eviction of Lessee nor termination of this Lease. At all times, Lessor shall have access to the Farm and to all reports, records, and information of the Lessee in respect thereto, for the purposes of inspecting, determining, and ascertaining that all of the requirements of the Lease and the Exhibits hereto have

been fulfilled; including, without limitation, the operation and maintenance procedures, and the public liability insurance requirements. Lessee shall maintain accurate and complete records of its operations on the Farm and make them available at any time for inspection and examination by Lessor. Lessee agrees to provide information as requested by Lessor with regard to fertilizer used, tillage practices, acreage reports, chemical usage, and crop yields in a timely manner.

12. **Legal Requirements.** Lessee, at its expense, shall promptly and diligently comply with all legal requirements pertaining to the operation of the Farm and the farming thereof.

12.1. **Permits, Licenses, Franchises, and Other Authorizations.** Lessee, at its expense, shall promptly and diligently procure, maintain and comply with all permits, licenses, franchises and other authorizations which are now or at any time hereafter may be required for the use and operation of the Farm contemplated hereby.

12.2. **Compliance with Laws.** Lessee, at its expense, shall promptly and diligently comply strictly and in all respects with any and all current and future federal, state, and local laws, statutes, rules, regulations and ordinances, orders, judgments, decrees, injunctions, authorizations, directions, and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers as amended and modified from time to time which are now, or at any time hereafter, may be applicable to the operation of the Farm and the farming thereof, including but not limited to full compliance with government F.S.A. programs and with federal, state, and local common law.

12.3. Lessee agrees to pay, at Lessee's sole costs and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed upon, the Farm because of the failure of Lessee to comply with the provisions of this Section 12, and Lessee hereby agrees to indemnify, save and hold Lessor harmless for any damage, injury, or claim, imposed or recovered by reason of any breach of this Section 12 by Lessee. The obligations of Lessee under this Section 12 shall survive any termination of this Lease.

13. **Indemnification and Insurance.** Lessee shall protect, indemnify and hold harmless Lessor and Owner from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, incurred by, or asserted against Lessor, Owner, or the Farm by reason of the operations conducted by Lessee on the Farm or as a result of any failure on the part of Lessee to perform or comply with any of the terms of this Lease. The obligations of Lessee under this section shall survive any termination of this Lease. During the Term of this Lease, Lessee, at its sole cost, shall maintain comprehensive liability and property damage insurance on the premises in the amount of One Million dollars (\$1,000,000.00) combined single limit per occurrence. This insurance shall include hired and non-owned auto coverage and shall name Lessor and Owner as additional insured. This insurance will operate as primary insurance. The insurance policies shall name Owner and Lessor (or their assignees) as additional insureds as their respective interests appear and shall include an effective waiver by the carrier of all rights of subrogation against any named insured of the insured's interest in the Farm or any income derived from the Farm and shall provide that insurance proceeds shall be payable for the benefit of Owner and Lessor (or their assignees),



and Lessee as their respective interests may appear. The insurance policies shall also provide that any losses shall be payable, notwithstanding any act or failure to act or negligence of Owner, Lessor, Lessee, or any other person, corporation or other business entity and that no cancellation, reduction in amount or material change in coverage shall be made effective until at least thirty (30) days after receipt by Lessor and Lessee of written notice thereof. All policies shall be executed with carriers with A.M. Best rating of B+ or higher. Documentation of all coverages, including additional insured certificates and endorsements, shall be provided to Lessor by Lessee. Lessee also agrees to carry Workers Compensation Insurance and Employers Liability to the extent required by law at all times during the Term of this Lease.

14. **Waste and Protection of the Farm.** Lessee shall not commit or permit waste or strip, shall supervise the Farm at all times, and shall exercise every best effort to prevent theft, vandalism and other damage to the Farm.

15. **No Claims Against Lessor, Etc.** Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services; the furnishing of any materials or other property in respect of the Farm or any part thereof; nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in a fashion as would permit the making of any claim against Lessor, it being understood and agreed that the relationship between the parties hereunder shall consist solely as that of landlord and tenant (Lessor and Lessee); and in no event and under no circumstances shall the relationship be considered or construed as an agency, partnership, joint venture, or any similar relationship.

16. **Defaults, Termination, Repossession and Reletting.** If any Event of Default, as defined below, shall have occurred and be continuing, Lessor, whether or not the Term shall have terminated pursuant to this Section 16, may enter upon and repossess the Farm or any part thereof by summary proceeding, ejection or otherwise, and may remove Lessee and all other persons and any and all property therefrom. Lessor shall be under no liability for or by reason of any entry, repossession or removal. At any time or from time to time after the repossession of the Farm or any part thereof, whether or not the Term shall have been terminated pursuant to this Section 16, Lessor may (but shall be under no obligation to) relet the Farm or any part thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for the Term and on the conditions and for the uses as Lessor in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Lessor shall not be responsible or liable for any failure to relet the Farm or any part thereof or for any failure to collect any rent due upon any reletting. Lessee shall reimburse Lessor for all costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses) occasioned by any default by Lessee under this Lease. The following events ("**Events of Default**") constitute a default under this Lease:

16.1. **Failure to Pay Rent.** Lessee fails to pay any rent when and as same becomes due and payable;

16.2. **Failure to Comply with Other Terms of this Lease.** Lessee fails to perform or comply with any of the other terms hereof, and the failure continues for more than ten (10) days after notice

thereof from Lessor and Lessee has not within that period commenced with due diligence and dispatch the curing of the default;

16.3. Insolvency. Lessee either:

16.3A. makes a general assignment for the benefit of creditors;

16.3B. admits in writing the inability to pay debts as they become due;

16.3C. files a petition in bankruptcy;

16.3D. is adjudicated a bankrupt or insolvent;

16.3E. files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation.

16.3F. files an answer admitting, or fails seasonably to contest, the material allegations of a petition filed against Lessee in any bankruptcy or insolvency proceedings;

16.3G. seeks, consents to, or acquiesces in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;

16.4. Commencement of Proceeding Against Lessee. Within ten (10) days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceeding has not been dismissed; or within ten (10) days after the appointment, without the consent or acquiescence of Lessee, or any trustee, receiver or liquidator of Lessee or of any material part of its properties, the appointment has not been vacated;

16.5. Entry of Final Judgment Against Lessee. Within ten (10) days after the entry of a final judgment for the payment of money is rendered against Lessee, the judgment has not been discharged or execution thereof stayed pending appeal; or within ten (10) days after the expiration of any stay, the judgment has not been discharged then, and in any event, Lessor at any time thereafter may give a written termination notice to Lessee; and on the date specified in the notice, this Lease shall terminate and, subject to the provisions of Section 17, the Term shall expire and terminate by limitation; and all rights of Lessee under this Lease shall cease, unless, before the specified date:

16.5A. all arrears of rent and all other sums payable by Lessee under this Lease together with interest thereon at the rate specified in Section 33 and all costs and expenses, including, without limitation, attorneys' fees and expenses, incurred by or on behalf of Lessor hereunder have been paid by Lessee; and

16.5B. all other defaults at the time existing under this Lease shall have been fully remedied to the satisfaction of Lessor.

17. **Survival of Lessee's Obligations; Damages.** No expiration or termination of this Lease or the Term pursuant to Section 16 or by operation of law, or otherwise, and no repossession of the Farm or any part thereof pursuant to Section 16, or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive the expiration, termination or repossession. In the event of any expiration, termination or repossession, Lessee shall pay to Lessor all rents and other sums required to be paid by Lessee up to the time of the expiration, termination or repossession; and thereafter Lessee (until the end of what would have been the Term in the absence of the expiration, termination or repossession and whether or not the Farm or any part thereof shall have been relet) shall be liable to Lessor for and shall pay to Lessor as liquidated and agreed current damages for Lessee's default all rent and other sums which would be payable under this Lease by Lessee in the absence of the expiration, termination or repossession LESS all net rents collected by Lessor from any reletting effected for the account of the Lessee pursuant to Section 16, after deducting from the proceeds all of Lessor's expenses in connection with the reletting (including, without limitation, all repossession costs, brokerage commissions, legal and accounting expenses, attorney's fees and expenses, employees' expenses, promotional expenses, and expenses of preparation for the reletting). Lessee shall pay current damages annually on the rent payment dates applicable in the absence of the expiration, termination or repossession; and Lessor shall be entitled to recover the same from Lessee on each applicable date.

18. **Performance on Behalf of Lessee.** In the event that Lessee shall fail to make any payment or perform any act required hereunder to be made or performed by Lessee, then Lessor may, but shall be under no obligation to, after notice to Lessee as may be reasonable under the circumstances, make a payment or perform an act with the same effect as if made or performed by Lessee. Entry by Lessor upon the Farm for the above purpose shall not waive or release Lessee from any obligation or default hereunder. Lessee shall reimburse, with interest at the rate specified in Section 33, Lessor for all sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any act which Lessee fails to perform as required by this Lease.

19. **Quiet Enjoyment.** Lessor covenants with Lessee that upon Lessee's entry onto the Farm and Lessee's performance of each of the terms and conditions of this Lease, Lessee shall have full freedom and use of the Farm in accordance with the terms hereof.

20. **Remedies.** Each right, power and remedy of Lessor provided in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute; and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights, powers or remedies.

21. **Waiver.** No failure by Lessor or Lessee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default thereof, and no

submission by Lessee or acceptance by Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any default or any term. No waiver of any default shall affect or alter this Lease which shall continue in full force and effect or affect the respective rights of Lessor or Lessee with respect to any other then-existing or subsequent default.

22. **Notices.** All notices, demands, consents, approvals and requests given by either party to the other under this Agreement shall be in writing and shall be sent to the parties at the address set forth below, or to the address as shall be supplied in writing by either party to the other. Notices shall be either (I) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth herein, in which case they shall be deemed delivered on the date of first attempted delivery to said offices; (ii) sent by facsimile or electronic mail, in which case they shall be deemed delivered on the date sent, if sent during normal business hours, or on the next business day, if sent outside normal business hours, if such notices sent by facsimile or electronic mail are also sent by overnight courier within one (1) business day after transmission; (iii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail, or (iv) sent in any manner other than as set forth in subsections (i) through (iii) above, in which case they shall be effective when actually received by the party to whom such notices are given. The addresses and addressees may be changed by giving notice of such change in the manner provided for above:

To Lessor: Stockton East Water District  
Attention: General Manager  
PO Box 5157  
Stockton, CA 95205  
Phone: 209.948.0333  
Email: jhopkins@sewd.net

To Lessee: Carna Farming, Inc.  
Attention: Brett Lagorio, President  
18600 Tobacco Road  
Linden, CA 95236  
Phone: 209.887.2141  
Email: lagoriobros@verizon.net

23. **Provisions Subject to Applicable Law/Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Lease invalid or unenforceable. If any term of this Lease shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Lease shall in no way be affected thereby. This Lease shall be governed by and construed according to the laws of the state where the Farm is located.

24. **Conveyance by Lessor.** In case the original or any successor Lessor shall convey or otherwise dispose of its interest in the Farm, it shall thereupon be released from all liabilities and

obligations of Lessor under this Lease; and the liabilities and obligations shall be binding solely on the then Lessor of the Farm.

25. **Lessor's Liens.** A crop lien is hereby established for the benefit of Lessor for any unpaid rentals. In connection therewith, Lessee agrees to execute a security agreement and financing statement if same is required by Lessor. Lessor shall be entitled to and shall have a valid claim and lien against Lessee to recover for all money advanced for employment of labor or otherwise advanced to protect Lessor against any loss due to Lessee's failure to fulfill and perform or carry out the conditions and agreements. No lien created by Lessee shall ever be or become prior to Lessor's claim and lien. Lessor shall have a valid first lien on the share of crops of Lessee, for the rent and for damages due Lessor under the terms and conditions of this Lease.

26. **Minerals.** All coal, oil, gas, minerals and mineral rights in, on or underneath the surface of the Farm or any part thereof have been reserved to Owner or its assignee and are not covered by this Lease. Owner or its assignee has the right to enter in and upon the surface of the Farm to have, use and enjoy so much of the Farm as shall be required to prospect and explore for, develop and produce from the Farm or any part thereof. In addition, Owner or its assignee may use as much of the Farm as shall be required for roads, buildings, tanks, pipe lines, fixtures and equipment in connection therewith and desired to be placed on the Farm, all of which shall be done as a reserved right and without opposition or hindrance from the Lessee, as fully and completely as if this Lease had not been made. At the time of the possession for the above purposes, if the land has been prepared for crops, or if a crop is growing thereon, then Lessee shall be reimbursed for any damages resulting to it from the loss of use of the Farm; and the rent shall be proportionately reduced for any subsequent years remaining under the Term. If the Farm has not been prepared for a crop, then it shall be subject to occupancy as reserved land under the direction of Owner or its assignee for its use and occupancy and, in that event, Lessee shall make no claim for damages against Lessor or Owner or their assignees, provided that the rent shall be proportionately reduced.

27. **Conservation Damage or Destruction.** Lessee, in the operation and use of the Farm for the purposes set forth herein, shall not cause, consent to, or in any way or manner, allow any act or practice to be perpetrated upon the Farm which would ultimately result in damage to or destruction of a conservation practice.

28. **Hazardous Materials.**

28.1. **Use of Hazardous Materials and Indemnification.**

28.1A. Lessee covenants that it shall not cause or permit any Hazardous Material to be generated, stored, used, treated, handled, processed, transferred, transported or disposed of or otherwise released on the Farm by Lessee, its agents, employees, or contractors without the prior written consent of Lessor. In no event shall Lessee allow or otherwise authorize discharge or release of any Hazardous Materials to any sewer, storm water system, stream, or other unauthorized point, on the Farm.

28.1B. If Lessee breaches the obligations stated in Section 28.1.A, or if contamination of the Farm by Hazardous Material occurs as a result of the action or inaction of Lessee, its agents, employees, or contractors, then Lessee shall indemnify, defend, and hold Lessor and Owner and their assignees harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, damages and expenses suffered or incurred by Lessor or Owner, as the owner of the Farm, by virtue of any assertion of Federal or State lien or claim brought or filed against Lessor and/or Owner or their assignees or the Farm, diminution in value of the Farm, damage arising from any adverse impact on marketing of the Farm, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of the contamination.

28.1C. The indemnification of Owner and Lessor and their assignees by Lessee, includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up or remediation work required by any federal, state or local governmental agency because of Hazardous Material(s) present in the soil or groundwater on or under the Farm. In the event of any contamination of the Farm or release or disposal of any quantity of hazardous material(s) on the Farm, Lessee shall promptly notify Owner and Lessor, shall comply with all applicable laws, and shall promptly take all actions, in accordance with the provisions of all applicable environmental laws, at its sole expense, as are necessary to return the Farm to the condition existing prior to the presence of any Hazardous Material(s) on the Farm. Lessee shall receive certification from the appropriate state environmental agency that the Farm, and any other affected property, has been cleaned up to the satisfaction of the agency. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

28.1D. Lessee shall be unconditionally and absolutely liable for all losses and damages sustained by Owner and Lessor and their assignees as a result of any breach of, or the failure by Lessee to perform under, any environmental representation, warranty, covenant, obligation and indemnification provided in this Lease. Lessee shall pay any costs, expenses, claims, damages and attorney's fees due under this Section regardless of whether the amounts occur pre-petition or post-petition after the filing for any bankruptcy or reorganization relief under state or federal laws.

28.2. Hazardous Materials Definition. As used herein, "Hazardous Materials" means:

28.2A. any hazardous or toxic substance, material or waste, including, but not limited to, any substance, product, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., all as amended; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

28.2B. any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, equitable indemnity, or strict liability or under any reported decisions of a state or federal court.

28.3. Disclosure. At the commencement of this Lease and annually thereafter, Lessee covenants to disclose to Lessor the names and amounts of all Hazardous Materials, or any combination thereof, which are or will be generated, stored, used or disposed of on the Farm. Lessee shall promptly provide Owner and Lessor with all notices and other communications received from any federal, state, and local department and/or agency which enforces and administers environmental laws.

28.4. Inspection. Owner, Lessor and their agents and assignees shall have the right, but not the duty, to inspect the Farm at any time to determine whether Lessee is complying with the terms of this Section 28. If Owner or Lessor or their agents or assignees determine that Lessee is not in compliance with this Section 28, Owner and Lessor and their agents and assignees may immediately enter the Farm to remedy, at Lessee's sole expense, any contamination of Hazardous Material(s) caused by Lessee's failure to comply with applicable laws and to take any and all other actions Owner or Lessor deems necessary to cure the failure of compliance, notwithstanding any other provision of this Lease. Lessee shall immediately reimburse Lessor or Owner or their assignees for any amounts paid by them together with interest thereon at the maximum rate allowed by applicable state law from the date of the payment. Entry by Owner or Lessor or their assignees upon the Farm for the above purpose shall not waive or release Lessee from any obligations or default hereunder.

28.5. Default. Any default under this Section 29 shall be an Event of Default enabling Lessor to exercise any of the remedies set forth in this Lease. The terms of this Section 29 shall survive the termination of this Lease.

29. **Lessor's Right of Termination**. Notwithstanding the foregoing, Lessor may terminate this Lease at any time, and from time to time, as to all or any part of the leased Farm by sending or giving to Lessee thirty (30) days prior written notice of its election to do so; provided that Lessor shall pay Lessee for fertilizing, soil preparation, planting, weed-spraying, and cultivation at the average custom rate as published by the nearest State University or the county extension office of the county where the Farm is located, whichever is the most recent. In addition, Lessee shall be reimbursed for Lessee's direct costs, such as seed, fertilizer, and chemicals, but not for gasoline or lubricants. Lessee shall be paid a fair and reasonable compensation for growing crops. In the event of a sale by Owner of the Farm during the Term and the desire by the purchaser thereof for immediate possession of the Farm, Lessee hereby agrees to surrender possession and terminate the Lease within thirty (30) days of notice from Lessor to Lessee of the sale, upon payment to Lessee of the amounts specified above. If Lessee and Lessor (or Owner's purchaser in the event of a sale of the Farm) cannot agree as to the amount of compensation, then the compensation for growing crops shall be determined by three (3) disinterested appraisers experienced in agricultural and husbandry operations and properties, one of whom shall be appointed by Lessee, one appointed by Lessor (or the Purchaser of the Farm if a sale is involved), and one selected by both Lessee and



Lessor (or by both Lessee and the Purchaser if a sale is involved). In the event the appraisers cannot agree upon compensation to Lessee, Owner shall determine the compensation; and same shall be binding upon Lessee. Lessor reserves to itself, its agents, employees, or assigns the right, after the end of the thirty (30) day notice period, to sow (after severance of crops), to seed, or to apply fertilizers and to do other field work.

30. **Next Year's Crop.** Before Lessee prepares seedbed, fertilizes or plants crops to be harvested in the next year, Lessee and Lessor must sign a new lease for the next crop year. Any default, as defined in Section 16 of this Lease, for the remaining Term shall, in Lessor's sole discretion, render the new lease signed for the next year null and void.

31. **End of Lease Term.** Upon expiration or other termination of this Lease, Lessee shall immediately quit and surrender to Lessor the Farm in good order and condition, ordinary wear and tear excepted, and shall remove all of Lessee's equipment. Lessee shall restore any damage to the Farm caused by the removal of Lessee's equipment. No holding over shall be permitted without Lessor's prior written consent.

32. **Interest.** All past due rent and all other sums payable by Lessee under this Lease shall accrue interest of ten percent (10%) per annum from the date due or the date incurred by Lessor, as applicable.

33. **Miscellaneous.**

33.1 **Entire Agreement.** This Lease supersedes any prior agreement and contains the entire agreement of the Parties on the matters covered. No other agreement, statement or promise made by any party that is not in writing and signed by all of the Parties to this Lease shall be binding upon them.

33.2 **Time is of the Essence.** Time is of the essence in the performance by Lessee of the agreements and obligations as provided by this Lease.

33.3 **Severability.** If any term, covenant or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

33.4 **Governing Law.** The laws of the State of California shall govern the validity, performance, and enforcement of this Lease.

33.5 **Attorney's Fees.** In the event any action is filed to interpret, enforce or recover damages for the breach of this Lease, the prevailing party shall be entitled to recover, as an element of its cost of suit and not as damages, reasonable attorney's fees and costs from the party not prevailing.

33.6 **Binding on Heirs.** This Lease, and its terms, is expressly intended to and shall inure to the benefit of and be binding upon the Parties, their respective heirs, personal



representatives, permitted assigns, subsequent purchasers of the Property and other successors-in-interest.

33.7 Time is of the Essence. Time is of the essence of this Lease and each and every provision hereof.

33.8 No Partnership. The Parties agree that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between the Parties or between the Parties and any other party.

33.9 Recording. Neither this lease nor a memorandum of this Lease shall be recorded.

IN WITNESS WHEREOF, the parties hereto, on the date first-above written, have caused this Lease to be executed in duplicate.

STOCKTON EAST WATER DISTRICT

By:           Draft            
Justin Hopkins, General Manager

CARNA FARMING, INC., a California Corporation

By:           Draft            
Brett Lagorio, President

DRAFT

## **EXHIBIT A**

### **Legal Description**

That certain real property situated in the County of San Joaquin, State of California, described as follows:

#### **PARCEL ONE:**

The Southeast  $\frac{1}{4}$  of Section 65 and the Southwest  $\frac{1}{4}$  of Section 75, of C. M. WEBER GRANT, lying West of Security Tract.

EXCEPT: (a) portion conveyed to Raymond S. Miller and Ardelle Wright Miller, his wife, by Deed recorded October 18, 1935, in Vol. 511 of Official Records, Page 270 and (b) portion conveyed to the Stockton-East Water District, by Corporation Grant Deed dated September 25, 1978, recorded September 29, 1978, in Book 4455, Page 199, Document No. 69170, Official Records.

#### **PARCEL TWO:**

Lots 6 to 9 inclusive as shown upon Map entitled SECURITY TRACT filed for record March 3, 1914 in Vol. 8 of Maps and Plats, Page 15, San Joaquin County Records.

2023



2024

**Manteca** (*Manteca, Ripon, Escalon, & Tracy Unified*) • **Thurs., November 2, 2023**

**Stockton** (*Stockton & Lincoln Unified*) • **Wed., January 17, 2024**

**Lodi** (*Linden, Lodi, New Hope, Oak View & Stockton Unified*) • **Thurs., Feb. 29, 2024**

**Tracy** (*Lammersville, Jefferson, Banta & New Jerusalem Unified*) • **Wed., April 10, 2024**

*Trips will run approx 9-1 p.m.*

San Joaquin County third graders will attend a **free**, educational field trip to learn about agriculture in San Joaquin County and the benefits of making healthy eating choices.

## We are in need of

**60+ plant, animal, machinery and other agricultural displays  
and 400 volunteers to accomodate 4,000 students**

**BONUS\*\*** Three LIVE, virtual farm trips will be offered to students. You are welcome to view these as well. Please let me know if you'd like to host a virtual farm trip. Examples can be found [here](#).

### AgVenture Partners

SJC Board of Supervisors  
SJC Agricultural Commissioner's Office  
SJC Office of Education • SJC Farm Bureau  
SJC California Women for Agriculture  
SJC Fairgrounds • Manteca Unified School District  
Lodi Grape Festival Grounds  
University of California Cooperative Extension

### For more information

Krista McCoon  
SJC AgVenture Coordinator  
sjcagventure@yahoo.com  
(209) 402-5734

[www.sjcagventure.com](http://www.sjcagventure.com)



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Weekly Water Report	As of: Jan 23, 2024	As of: Jan 30, 2024
<b>New Hogan (NHG) TOC</b>	<b>164,336</b>	<b>AF</b>
Storage:	170,721*	AF
Net Storage Change:	+3,045	AF
Inflow:	1,211*	CFS
Release:	151*	CFS
<b>New Melones (NML) Allocation</b>	<b>75,000</b>	<b>AF</b>
Storage:	1,987,204*	AF
Net Storage change:	+4,404	AF
Inflow:	1,006**	CFS
Release:	711**	CFS
<b>Source: CDEC Daily Reports</b>		

<b>Goodwin Diversion (GDW)</b>		
Inflow (Tulloch Dam):	1,076	CFS
Release to Stanislaus River (S-98):	1,020	CFS
Release to OID (JT Main):	0	CFS
Release to SSJID (SO Main):	0	CFS
Release to SEWD:	<u>0</u>	CFS
Total Release	1,020	CFS
<b>Source: Tri-Dam Operations Daily Report</b>		
<b>Farmington Dam (FRM)</b>		
Diverted to SEWD:	0	CFS
Diverted to CSJWCD:	0	CFS

<b>Surface Water Used</b>		
Irrigators on New Hogan:	0	
Irrigators on New Melones:	0	
Out-Of-District Irrigators:	0	
DJWWTP Production:	0	MGD
North Stockton:	0	MGD
South Stockton:	0	MGD
Cal Water:	0	MGD
City of Stockton DWSP Production:	0	MGD

<b>District Ground Water Extraction</b>		
74-01	0	GPM
74-02	0	GPM
North	0	GPM
South	0	GPM
Extraction Well # 1	<u>0</u>	GPM
Total Well Water Extraction	0	GPM
Total Ground Water Production	0	MGD

**Note: \*\*The data reported here is available as of 01/21/24**

**\*The data reported here is available as of 01/22/24**

**All other flow data reported here is preliminary, as of 9:00 a.m. on 01/23/24**

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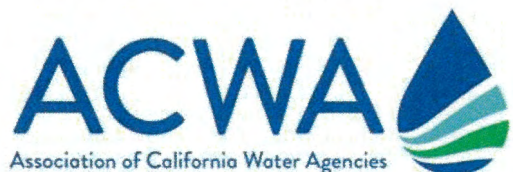


GSA	Total Pumping-Projected (AFY)	Population (2017)	Minimum	Pumping	Population	Additional Allocation	Current Allocation	Total	%
CDWA	9,611	1,629	\$15,000	\$3,102	\$468	\$18,569	\$8,575	\$27,144	2.8%
CSJWCD	138,809	8,047	\$15,000	\$44,797	\$2,310	\$62,107	\$33,880	\$95,987	9.3%
Eastside GSA	63,500	10,498	\$15,000	\$20,493	\$3,013	\$38,506	\$36,162	\$74,668	5.7%
LCSD	1,153	1,558	\$15,000	\$372	\$447	\$15,819	\$6,976	\$22,795	2.4%
LCWD	485	2819	\$15,000	\$157	\$809	\$15,966	\$7,061	\$23,027	2.4%
Lodi	14,520	58,174	\$15,000	\$4,686	\$16,696	\$36,382	\$18,928	\$55,310	5.4%
Manteca	18,985	64,279	\$15,000	\$6,127	\$18,448	\$39,575	\$20,784	\$60,359	5.9%
NSJWCD	146,158	21,977	\$15,000	\$47,169	\$6,307	\$68,476	\$37,582	\$106,058	10.2%
OID	39,952	1,890	\$15,000	\$12,894	\$542	\$28,436	\$14,309	\$42,745	4.2%
SDWA	4,532	7,136	\$15,000	\$1,463	\$2,048	\$18,511	\$8,540	\$27,051	2.8%
SEWD	165,025	41,134	\$15,000	\$53,258	\$11,806	\$80,063	\$44,317	\$124,380	11.9%
SJC #1	74,448	16,859	\$15,000	\$24,026	\$4,839	\$43,865	\$23,277	\$67,142	6.5%
SJC #2	8,183	39,779	\$15,000	\$2,641	\$11,417	\$29,057	\$14,671	\$43,728	4.3%
SSJ GSA	60,031	38,080	\$15,000	\$19,374	\$10,929	\$45,303	\$24,113	\$69,415	6.8%
Stockton	23,035	277,120	\$15,000	\$7,434	\$79,534	\$101,968	\$57,049	\$159,016	15.2%
WID GSA	31,238	8,488	\$15,000	\$10,081	\$2,436	\$27,517	\$13,776	\$41,293	4.1%
	799,665	599,467	\$240,000	\$258,072	\$172,048	\$670,120	\$370,000	\$1,040,120	100.0%



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# AGENDA



## ACWA State Legislative Committee

January 19, 2024

**In Person Only**

Capitol Event Center

1020 11<sup>th</sup> Street

Sacramento, CA 95814

10:00 a.m. – 12:00 p.m.

- |   |  |
|---|--|
| <b>1. Welcome</b>   | <b>Lauren Layne, Chair</b><br><b>Brian Poulsen, Vice-Chair</b> |
| <b>2. Executive Director’s Report</b>                               | <b>Dave Eggerton</b>   |
| <b>3. Deputy Executive Director Report</b>                          | <b>Cindy Tuck</b>  |
| <b>4. Committee Orientation</b>                                     | <b>Adam Quinonez</b>   |
| <b>5. Updated State Legislative Committee Guidelines Discussion</b> | <b>Adam Quinonez</b>   |
| <b>6. Review of Bill Packets</b>                                    |  |
| <b>7. Legislative Updates</b>                                       | <b>Adam Quinonez</b>   |
| <b>8. Regulatory Updates</b>  | <b>Chelsea Haines</b>  |
| <b>9. Other Business</b>  |  |
| <b>10. Adjourn</b>  |  |

**Reminder: Next State Legislative Committee Meeting on February 9<sup>th</sup>, 2024 (In-Person Only)**

\*Bill packets are also available online by logging on to [www.acwa.com](http://www.acwa.com).  
To access, go to the About My ACWA tab > ACWA Committees > State Legislative > 2024 State Legislative Committee Meeting Materials (Members Only)

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# **56th Annual Mid-Pacific Water Users' Conference**

**January 24-26, 2024**

**Silver Legacy Resort Casino,  
Reno, NV**

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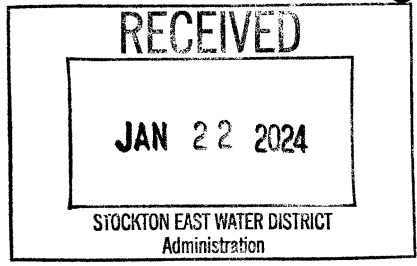
United States Department of the Interior

BUREAU OF RECLAMATION  
2800 Cottage Way  
Sacramento, CA 95825-1898



IN REPLY REFER TO:

CGB-3400  
2.2.4.22



To: All Central Valley Project Water Contractors

Subject: New Process to Repay Trinity Public Utilities District (PUD) Assessment

Dear Water Contractor:

Beginning in March 2007, Reclamation had a process where collections for the Trinity Public Utility District (PUD) Assessment were made by water users based on an assessment per acre-foot of water delivered. This assessment was collected from CVP project contractors as a separate charge. The accounting for this process was burdensome for both Reclamation and the water users.

Starting with 2024 water rates, Reclamation is taking a different approach which significantly streamlines the recovery of the Trinity PUD Assessment and the remittance to Trinity PUD. We are beginning a pilot program with Delano-Earlimart Irrigation District to pay the annual amount in a lump sum to Reclamation each year and have a corresponding amount credited to them through the O&M rates and Water Contractor Accountings of the same year. The Trinity PUD rate will be collected from all CVP project contractors through the O&M water marketing cost pool. Please do not remit Trinity PUD surcharge after March 1st, 2024.

Delano-Earlimart Irrigation District will receive a credit against their obligation of O&M in exchange for their lump sum payment to cover the Trinity PUD Assessment and an offset will be required for all other water users to pay. The amount added to O&M will be assessed based on delivered water. This will increase the Water Marketing rate by approximately 15 cents an acre-foot beginning with the 2024 Water Rates.

If there are any questions, please contact Robert Ward at 916-978-5359 or rward@usbr.gov.

Sincerely,

SABIR  
AHMAD

Digitally signed by SABIR  
AHMAD  
Date: 2024.01.17  
11:47:42 -08'00'

Sabir Ahmad  
Financial Manager

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