STOCKTON EAST WATER DISTRICT

PROVIDING SERVICE SINCE 1948

REGULAR BOARD MEETING

AUGUST 11, 2026

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

DIRECTORS

Richard Atkins
Division 1

Andrew Watkins
Division 2

Ryan Hansen
Division 3

Melvin Panizza
Division 4

Paul Sanguinetti
Division 5

Paul Nakaue
Vice President
Division 6

Thomas McGurk
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

A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STOCKTON EAST WATER DISTRICT WILL BE HELD AT 12:30 P.M., TUESDAY, AUGUST 11, 2026 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.

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

AGENDA

F. Report of the General Manager, *continued*

3. Report on General Manager Activities
    a. Stockton East Water District's Activities Update

4. Engineering & Maintenance Update

G. Director Reports (NONE)

H. Communications (NONE)

I. Agenda Planning/Upcoming Events

1. Eastern San Joaquin Groundwater Authority Board Meeting, 10:30 a.m., 08/12/26

2. San Joaquin Farm Bureau Federation Monthly Water Committee Meeting, 4:30 p.m., 08/12/26

J. Closed Session

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

K. Adjournment

<u>Certification of Posting</u>

I hereby certify that on August 6, 2026, I posted a copy of the foregoing agenda in the outside display case at the District Office, 6767 East Main Street, Stockton, California, said time being at least 72 hours in advance of the meeting of the Board of Directors of the Stockton East Water District (Government Code Section 54954.2). Executed at Stockton, California on August 6, 2026.

Alejandra Rangel, Accounting Supervisor
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 people with disabilities.

THE MEETING OF THE BOARD OF DIRECTORS
OF STOCKTON EAST WATER DISTRICT WAS HELD AT THE DISTRICT OFFICE
6767 EAST MAIN STREET, STOCKTON, CA
ON TUESDAY, AUGUST 4, 2026, AT 12:30 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

Vice President Nakaue called the regular meeting to order at 12:30 p.m. Vice President Nakaue led the Pledge of Allegiance.

Present at roll call at the District were Directors Hansen, Nakaue, Panizza, Sanguinetti and Watkins. Also present were Manager Hopkins, Assistant Manager Vega, District Engineer Evensen, Accounting Supervisor Rangel, Water Supply Manager Donis, Water Operations Manager Brothers, Administrative Assistant Rodriguez, Legal Counsel Zolezzi and Consultant Barkett. Director Atkins and Director McGurk were absent.

B. PUBLIC COMMENT (NONE)

C. CONSENT CALENDAR

1. Minutes 07/28/26 Regular Board Meeting

3. Warrants – California's Public Employees' Retirement System

   A motion was moved and seconded to approve C-1 and C-3 on the Consent Calendar, as presented.
   <u>Roll Call</u>:
   Ayes: Hansen, Nakaue, Panizza, Sanguinetti, Watkins
   Nayes: None
   Abstain: None
   Absent: Atkins, McGurk

2. Warrants
   a. Fund 67 – Agricultural Fund
   b. Fund 68 – Groundwater Production Fund
   c. Fund 70 – Administration Fund
   d. Fund 71 – Water Supply Fund
   e. Fund 89 – Fish Screen Improvement Fund
   f. Fund 91 – Vehicle Fund
   g. Fund 94 – Municipal & Industrial Fund
   h. Payroll
   i. Summary
   j. Short Name/Acronym List
   k. SEWD Vehicles & Heavy Equipment

   Director Watkins inquired on the expense on page 9, line item 10, for American West Communications, L.P. for Monthly Gopher Ridge tower rental for the WS maintenance July 2026 in the amount of $671.93, stating he spoke with the tower owner and advised the District's rental contract was expired. Manager Hopkins replied staff will review the contract.

   Director Watkins inquired on the expense on page 10, line item 37, US Bank Corporate Payment System for Fraud transaction; unable to dispute due to delayed AP review in the amount of $19.00. Manager Hopkins replied it was a fraudulent TikTok purchase.

Director Watkins inquired on the expense on page 21, line item 163, Rexel USA Inc for Troubleshoot and program VFD on P-26 in the amount of $6,066.09, asking if the costs were related to a new VFD. Manager Hopkins replied it is not a new VFD.

A motion was moved and seconded to approve the August 4, 2026 Warrants, as presented.
Roll Call:
Ayes: Hansen, Nakaue, Panizza, Sanguinetti, Watkins
Nayes: None
Abstain: None
Absent: Atkins, McGurk

D. SCHEDULED PRESENTATIONS AND AGENDA ITEM

1. Stockton East Water District – Staff Report – Professional Services Agreements For WSEP Environmental Review, Permitting, and Modeling Services
Manager Hopkins provided the Board with a staff report for a Professional Services Agreement for WSEP Environmental Review, Permitting, and Modeling Services. Consultant David Beauchamp from Environmental Science Association provided the Board with a presentation. Mr. Beauchamp presented the proposed scope of work, project schedule, and budget for advancing the environmental review and permitting process for the Water Supply Enhancement Project. Mr. Beauchamp explained that the revised project is more practical and achievable than the previous concept due to a reduction in the proposed diversion amount and refinements to the overall project description. These changes are intended to improve the project's feasibility while streamlining the environmental review process. Mr. Beauchamp also reported that preparation of the Draft Environmental Impact Report (EIR) can be completed under a scoped budget of approximately $1.3 million. However, the scope and budget for completing the final EIR have not yet been established, as they will depend on the number, nature, and complexity of comments received from the public, regulatory agencies, and other stakeholders during the Draft EIR review period.

Director Nakaue inquired if the cost estimate assumes smooth progress. Mr. Beauchamp replied in preparation of the documents that it should move very smoothly.

Director Nakaue inquired on what does the added energy environmental topic meant. Mr. Beauchamp replied it is a standard topic in CEQA guidelines regarding whether a project has an adverse effect on energy use or is wasteful

Director Nakaue inquired about the seven unresolved protests on water rights. Mr. Beauchamp replied the EIR process should help resolve them by providing a tangible analysis to discuss with agencies.

Director Watkins inquired how pipeline projects on the Calaveras River can be justified when the river is already overcommitted and does not have sufficient water available during the summer. Legal Counsel Zolezzi replied the goal is to pursue both Calaveras and New Melones system stormwater runoff as using only New Melones water supply is insufficient.

A motion was moved and seconded to approve the combined subtotal cost of two agreements for $1,668,383, plus a 10% contingency of $166,838, for a combined total cost of $1,835,221 and authorize the General Manager to amend the District's engagement with District Counsel to add ESA and Stantec as consultants under counsel's direction, for the scopes of work described, as presented.

Roll Call:
Ayes: Hansen, Nakaue, Panizza, Sanguinetti, Watkins
Nayes: None
Abstain: None
Absent: Atkins, McGurk

2. Cancellation of November 10, 2026, Stockton East Water District Regular Board Meeting
Manager Hopkins presented the Board with a Cancellation Notice for the November 10, 2026 Regular Board Meeting.

A motion was moved and seconded to Cancel the November 10, 2026, Regular Board Meeting, as presented.
Roll Call:
Ayes: Hansen, Nakaue, Panizza, Sanguinetti, Watkins
Nayes: None
Abstain: None
Absent: Atkins, McGurk

3. Stockton East Water District – Staff Report – Consider Approval of Contract Award of Construction of North & South Stockton MOV Upgrade
Assistant General Manager Vega presented the Board with a staff report to Consider Approval of Contract Award of Construction of North & South MOV Upgrade. Assistant Manager Vega reviewed the staff report and staff provided responses to questions.

Director Sanguinetti inquired what was wrong with the South Stockton Pipeline actuator. Assistant General Manager Vega replied the actuator is being upgraded to bring it above ground for safety and easier service.

Director Nakaue inquired why TNT did not bid on the MOV. Assistant Manager Vega replied they did, their bid was roughly $80,000 higher.

A motion was moved and seconded to authorize the General Manager to execute a contact with Mountain Cascade in the amount of $283,955 plus a 10% contingency of $28,396, for a total Board approval of $312,351 and execute any additional necessary documents, as presented.
Roll Call:
Ayes: Hansen, Nakaue, Panizza, Sanguinetti, Watkins
Nayes: None
Abstain: None
Absent: Atkins, McGurk

E. COMMITTEE REPORTS (NONE)

F. REPORT OF GENERAL MANAGER

1. Water Supply Report as of 07/28/26
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.

2. Information Items: F-2a

3. Report on General Manager Activities
    a. Stockton East Water District's Activities Update
    Manager Hopkins reported the ASR well is now authorized by the Regional Water Quality Control Board under their general ASR permit and, since the District retrofitted an existing well, it is already approved by DDW for operations for discharge to the South Pond.

    Manager Hopkins reported staff attended a three-day Section 203 workshop which provided guidance for moving forward under approved processes related to Farmington Reservoir Study operations.

    Manager Hopkins reported a coalition letter for U.S. Army Corps of Engineer (USACE) Water Supply projects is being routed and a possible December Washington D.C. trip was discussed.

    Manager Hopkins reported East Bay Municipal Utility District (EBMUD) will be having a "DREAM BIGR" tour on November 13th.

    Manager Hopkins reported the 4,000-pump seal failed affecting Mormon Slough to Potter Creek irrigation flows. The 8,000-pump remains operable.

    Manager Hopkins reported the July employee spotlight has been posted to the District's LinkedIn and website featuring Senior Engineer, Manuel Verduzco and Water Supply Operator, Derrick Veldstra.

    Manager Hopkins provided the Board with the 2026 Employee Satisfaction Survey results with an overall satisfaction of 88.3%

    Manager Hopkins provided the Board with the equipment use for the week of 07/27/26.

4. Stockton East Water District Water Supply Update
    Water Supply Manager Donis provided the Board with a Water Supply update. Water Supply Manager Donis reported that New Melones deliveries for 2026 year-to-date total 39,617 AF, with Stockton East Water District deliveries totaling 18,184 AF. New Hogan flood releases total 26,978 AF, and Stockton East Water District deliveries from New Hogan total 50,720 AF, for a combined year-to-date total of 77,698 AF. Water Supply Manager Donis also reported that the 14 groundwater monitoring wells have declined by an average of 14.47 feet.

G. DIRECTOR REPORTS

1. Annual Grower's Meeting, 07/29/26
    Directors Atkins, Hansen, McGurk, Panizza, Sanguinetti, Watkins and Manager Hopkins attended the Grower's Meeting. Director Watkins reported approximately 50 people attended the meeting. Julia Berry, Executive Director of the Eastern San Joaquin Groundwater Authority, provided a presentation to attendees.

    Director Watkins inquired with the Board of Directors whether they would like to continue to participate in the Greater Stockton Chamber of Commerce ribbon cutting events. No decision was reached.

H. COMMUNICATIONS

1. Water Education Foundation Letter, 07/16/26
   Manager Hopkins provided the Board with a thank-you letter from the Water Education Foundation expressing its appreciation for the District's continued support.

I. AGENDA PLANNING/UPCOMING EVENTS (NONE)

J. REPORT OF THE COUNSEL

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

Vice President Nakaue adjourned the meeting to closed session at 1:37 p.m. The regular meeting reconvened at 1:47 p.m., with no reportable action.

K. ADJOURNMENT

Vice President Nakaue adjourned the meeting at 1:48 p.m.

Respectfully submitted,

Justin M. Hopkins
General Manager

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Stockton East Water District

Filter Design and Retrofit

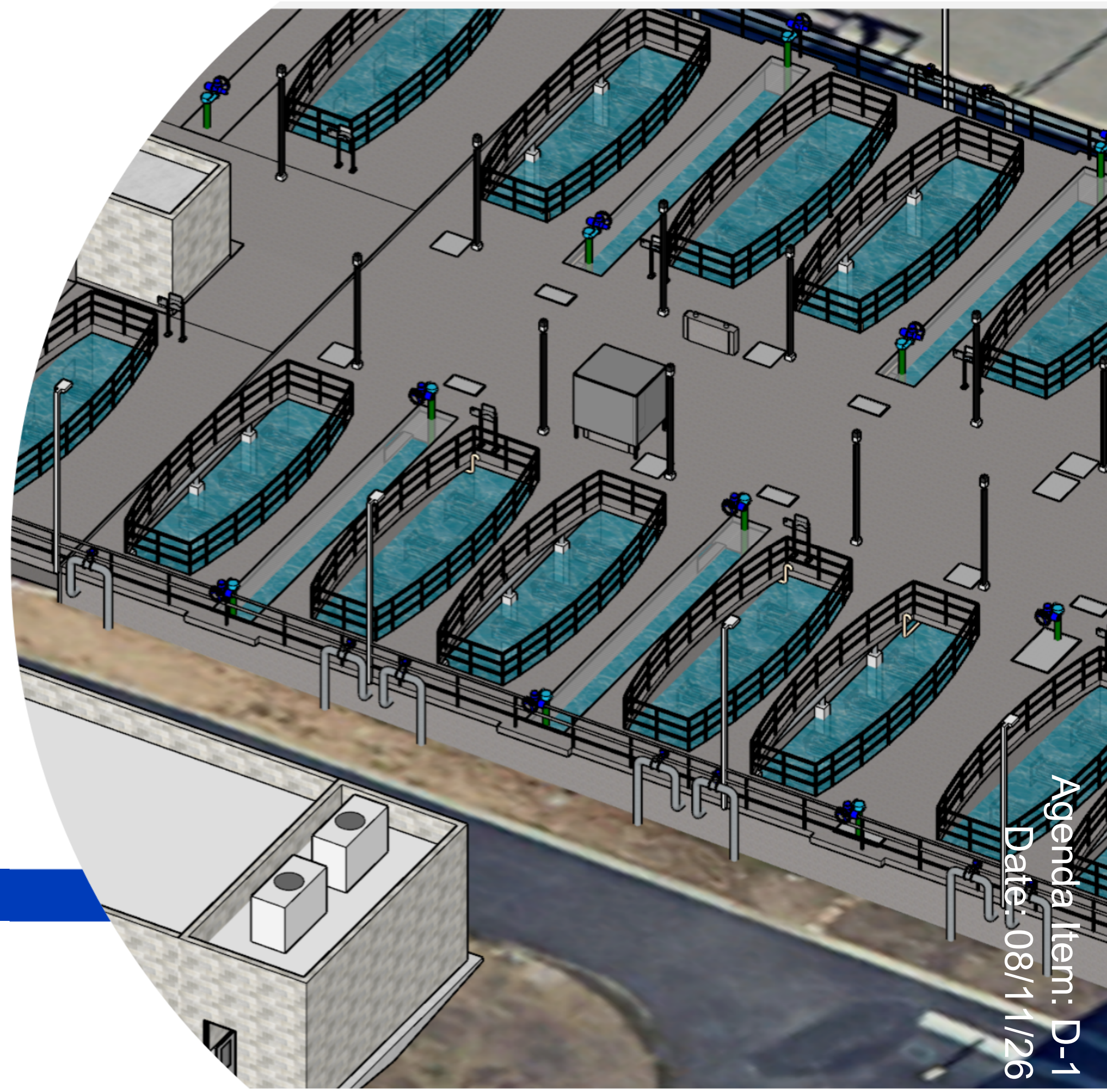
Board Meeting

STOCKTON EAST WATER DISTRICT

Stockton East Water District
Providing service since 1948

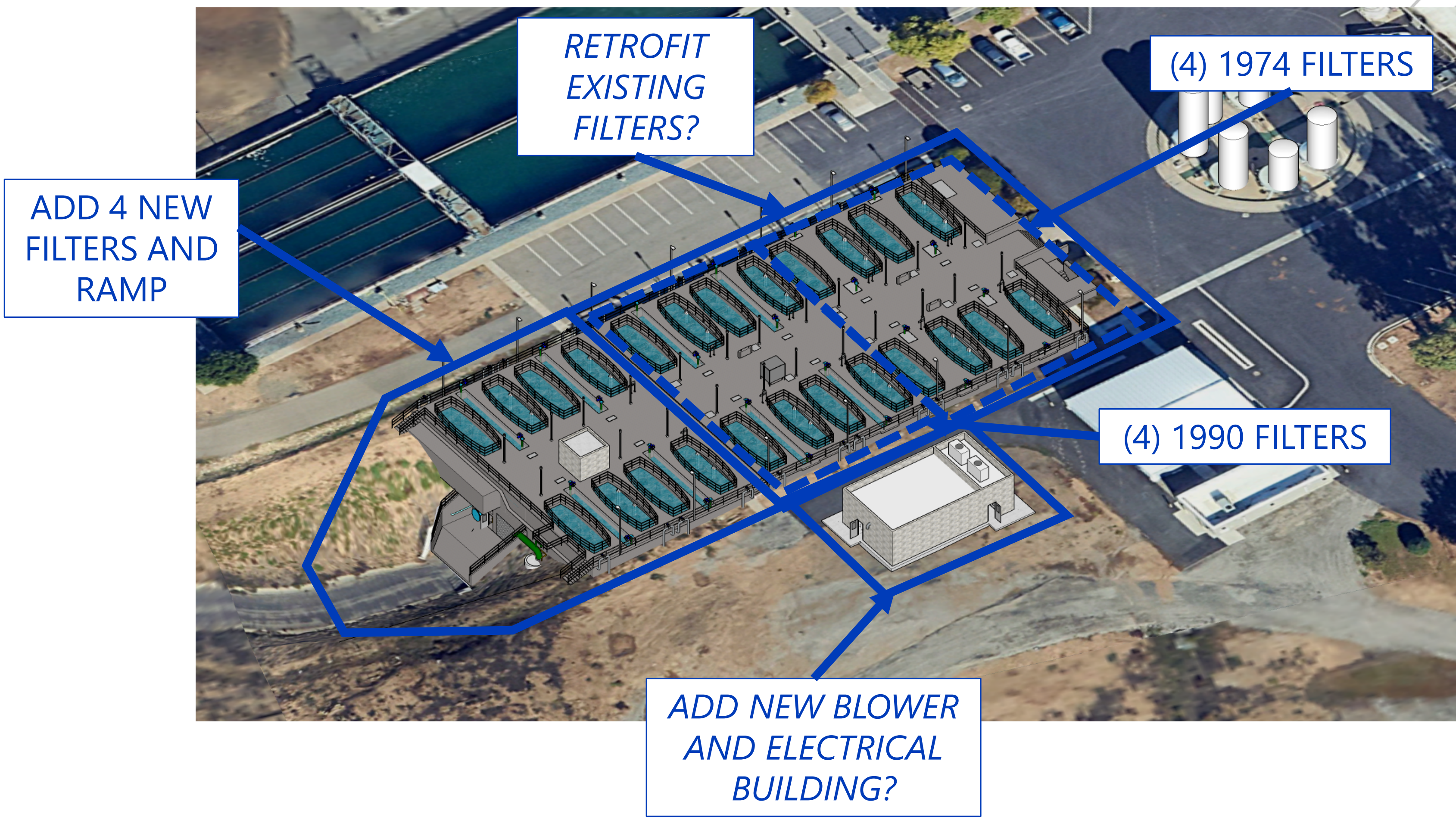
08/11/2026

carollo




Agenda
✓Project Overview
✓Alternatives Analysis

Filter Design and Retrofit Project Overview



Overview of Alternatives

- What we heard in last meeting:
  - Cost options wanted for alternatives without air scour and/or delaying rehabilitation of older filters
- Alternatives evaluated, all with 4 new filters

Alternative	Surface Wash	Air Scour	Media Size	1974	1990	2027
Current Design (Master Plan)		X	Medium	Rehabilitated	Rehabilitated	New
Alt 1	X		Small	Rehabilitated	Rehabilitated	New
Alt 2	X		Small	Rehabilitated	36 Yrs Old	New
Alt 3	X		Small	52 Yrs Old	36 Yrs Old	New

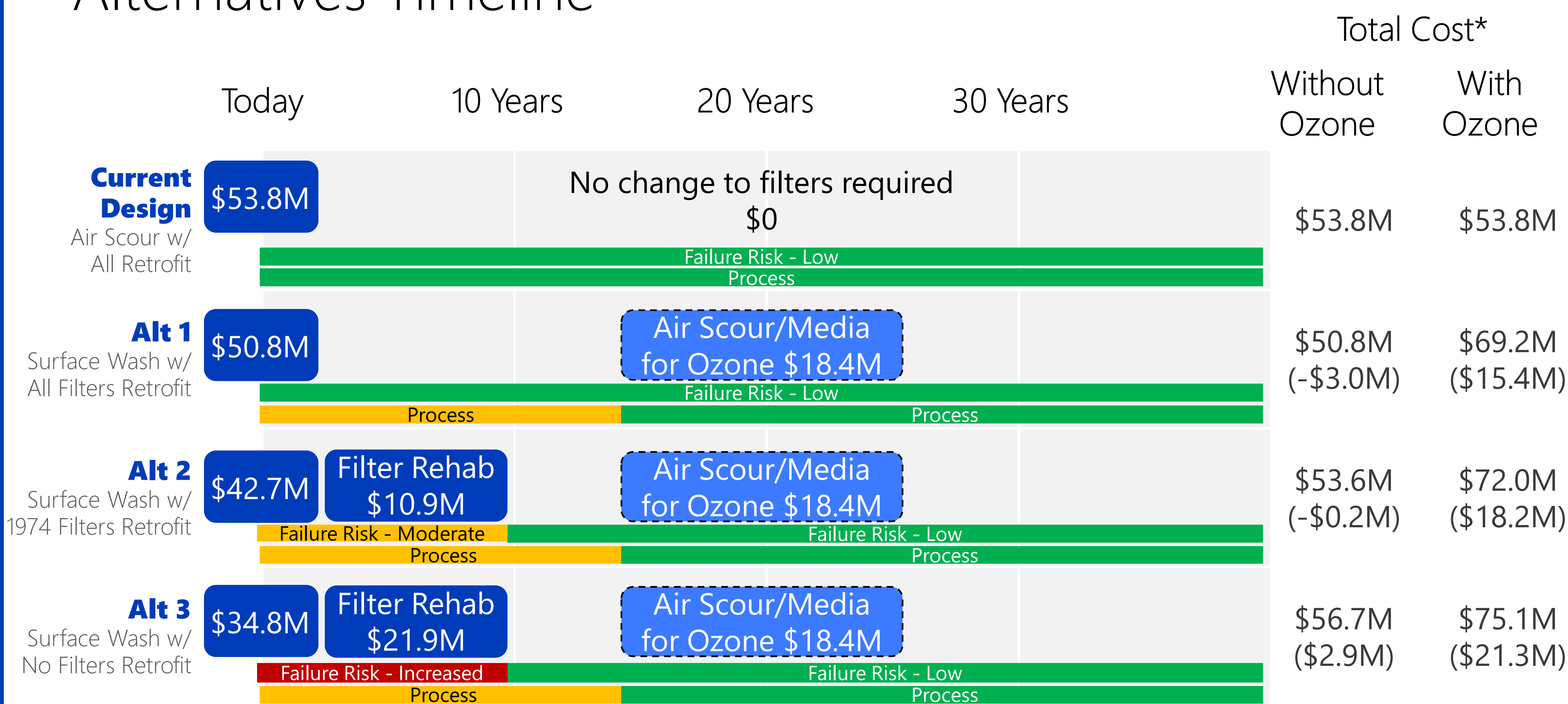
Alternatives Analysis

Alternatives Summary

				Older Filter Rehabilitation		Potential Ozone Project	
Alt	**Filter**	**Valves and Actuators**	**Filter Control Method**	**Driver**	**Scope**	**Driver**	**Scope (Filter Work Only)**
Current Design Air Scour w/ All Retrofit	2027	New	Flow	N/A	N/A	T&O	None
	1990	New	Flow				
	1974	New	Flow				
Alt 1 Surface Wash w/ All Retrofit	2027	New	Flow	N/A	N/A	T&O	Replace media; Add air scour; Remove surface wash
	1990	New	Flow				
	1974	New	Flow				
Alt 2 Surface Wash w/ 1974 Retrofit	2027	New	Flow	Failure of existing filter (0-10 yrs)	Replace media, troughs, and underdrains; Add flow control	T&O	Replace media; Add air scour; Remove surface wash
	1990	Old	Level				
	1974	New	Flow				
Alt 3 Surface Wash w/ No Retrofit	2027	New	Flow	Failure of existing filter (0-10 yrs)	Replace media, troughs, and underdrains; Add flow control	T&O	Replace media; Add air scour; Remove surface wash
	1990	Old	Level				
	1974	Old	Level				

0

Alternatives Timeline



*Costs are presented in 2028 dollars.

Alternatives Intangibles

Alternative	Auxiliary Wash	Filter Performance	O&M	Ozone Adoption	Regulatory	Process/Filter Failure Risk
Current Design Air Scour w/ All Retrofit	Air Scour: Improved cleaning and less water used	16% increase in filter run lengths	Save time; Reduce maintenance	Ready	Fully compliant flow control	Low
Alt 1 Surface Wash w/ All Retrofit	Surface Wash: No improvement	8% increase in filter run lengths		Air Scour Media Change	Potential future challenge with air scour	
Alt 2 Surface Wash w/ 1974 Retrofit		No improvement	Complex control; More maintenance			Increased
Alt 3 Surface Wash w/ No Retrofit						

Operations and Maintenance Considerations

- Filter Performance and Data Collection
  - » T&O Events exposed limitations in identifying individual filter performance issues.
  - » Individual flow monitoring and consistent sampling points would enable operators to evaluate each filter individually.
  - » Improved data would help detect uneven flow, short circuiting and declining GAC performance earlier.
  - » Performance trending would support better decisions on backwashing, maintenance, and carbon replacement to reduce cost.
- Air Scour
  - » Cleans and agitates full media bed more effectively than surface wash, which primarily cleans the upper media.
  - » Provides operators with an automated, consistent, and repeatable backwash process on all 12 filters.
  - » Helps prevent media compaction, mudballs, channeling, and uneven filter performance.
  - » Reduce treated-water use, backwash water, and long-term operating costs.

Operations and Maintenance Considerations Cont.

- Leaky valves and actuators causing repeated maintenance projects
- Marginal unit filter run volumes, likely to improve with upgrades
- Aging electrical panels near end of useful life, parts becoming challenging to obtain
- Consistency between ages of filters simplifies O&M

Recommendations

- Current Design recommended
  - » Air scour: Preferred auxiliary wash.
  - » Filter Performance: Highest performer.
  - » O&M: Reduced maintenance and operation demands.
  - » Ozone Adoption: No changes required.
  - » Regulatory: Most compliant.
  - » Process/Filter Failure Risk: Lowest.
  - » Number of Projects: 1 vs 2-3.
  - » Costs: Lowest long-term project cost.

QUESTIONS AND DISCUSSION

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DATE: **August 11, 2026** **AGENDA ITEM NO. D-2**

TITLE: **Adopt Revised Resolution No. 26-27-04 – General District Election**

SUBJECT: **Revision to Resolution Calling November 3, 2026, General District Election and Requesting Election Services**

Executive Summary

The Board of Directors (Board) is requested to adopt revised Resolution No. 26-27-04, previously adopted to call the November 3, 2026, General District Election and request election services from the San Joaquin County Registrar of Voters. Following adoption of the original resolution, the Registrar of Voters requested that the resolution specify that the Division 3 seat currently held by Director Ryan Hansen is for a two-year unexpired term pursuant to Government Code Section 1780. The revised resolution incorporates this clarification.

Background

On June 9, 2026, the Board adopted Resolution No. 26-27-04 calling the November 3, 2026, General District Election and requesting that the San Joaquin County Registrar of Voters conduct the election on behalf of the District.

Following adoption, the San Joaquin County Registrar of Voters requested that the resolution be revised to clarify the term of office for Division 3. Specifically, the Registrar requested that the resolution state Director Ryan Hansen's Division 3 seat is a two-year unexpired term pursuant to Government Code Section 1780, rather than a four-year regular term. Therefore, Resolution No. 26-27-04 is being revised to incorporate this clarification while all other provisions of the resolution remain unchanged.

Summary

The revised Resolution No. 26-27-04 requests that the San Joaquin County Registrar of Voters conduct the District's November 3, 2026, Board of Directors election. The revised resolution specifies that Directors elected to Divisions 2, 5, 6, and 7 will serve four-year regular terms. The revised resolution further specifies that the Division 3 seat, currently held by Director Ryan Hansen, will be elected to serve a two-year unexpired term pursuant to Government Code Section 1780 to complete the remainder of the vacant term. No other changes have been made to Resolution No. 26-27-04.

Financial Impact

There is no additional financial impact associated with revising Resolution No. 26-27-04. Election costs will remain the responsibility of the District as previously approved and budgeted.

Recommendation

Staff recommends that the Board adopt the revised Resolution No. 26-27-04 calling the November 3, 2026, General District Election and requesting that the San Joaquin County Registrar of Voters conduct the election, specifying four-year regular terms for Divisions 2, 5, 6, and 7, and a two-year unexpired term for Division 3 pursuant to Government Code Section 1780.

Staff Responsible for Report

Bianca Rodriguez
Bianca Rodriguez, Administrative Assistant

Date: 08/11/26

Justin M. Hopkins
Justin M. Hopkins, General Manager

Date: 08/11/26

Attachments
None

Revised Resolution No. 26-27-04

REVISED RESOLUTION OF THE BOARD OF DIRECTORS OF STOCKTON EAST WATER DISTRICT

DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION WITH ANY OTHR ELECTION CONDUCTED ON SAID DATE; AND REQUESTING ELECTION SERVICES BY THE REGISTRAR OF VOTERS

WHEREAS, the Stockton East Water District (District) is duly organized and operating pursuant to special legislation and the Water Conservation Districts Law, California Water Code sections 74000 to 76501; and

WHEREAS, the Board currently is comprised of seven directors who serve four-year staggered terms and are elected in even-numbered years pursuant to Water Code sections 74430 through 74470, and Elections Code section 10505; and

WHEREAS, the District Governing Body orders an election to be held in its jurisdiction on November 3, 2026; at which election the issue(s) to be presented to the voters shall be the following Directors; Andrew Watkins Division 2, ~~Ryan Hansen Division 3~~, Paul Sanguinetti Division 5, Paul Nakaue Division 6 and Thomas McGurk Division 7, for a four-year regular term; and

WHEREAS, Ryan Hansen, Division 3, will serve the remainder of a two-year unexpired term in accordance with Government Code Section 1780.

WHEREAS, the District's enabling legislation provides that the directors be qualified by division - elected at large, requiring directors to run by living in a specific division, but all voters within the District may vote on all candidates; and

WHEREAS, the District has determined that in the event of a tie vote for any office, the winner shall be determined by lot at time and place to be designated by the Board; and

WHEREAS, the District had determined the length of the Candidate Statement shall not exceed 200 words; and

WHEREAS, the District had determined the cost of the Candidate Statement shall be paid by the candidate; and

WHEREAS, the District does not request any measures be decided at this election; and

WHEREAS, the District requests the Registrar of Voters provide election services and understands all applicable costs will be paid for by the District; and

WHEREAS, the District hereby certifies that there have been no District boundary changes since our last election; and

NOW THEREFORE, BE IT RESOLVED, the Stockton East Water District Board of Directors do hereby request the Board of Supervisors of the County of San Joaquin to:

1. Consolidate the Stockton East Water District election with any other applicable election conducted on the same day;

2. Authorize and direct the Registrar of Voters Office, at Stockton East Water District's expense for actual costs, to provide all necessary election services.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Stockton East Water District on the ~~9~~11th day of ~~June~~August 2026, by the following vote of the members thereof:

AYES: ~~Atkins, Hansen, McGurk, Nakaue, Panizza, Sanguinetti, Watkins~~
NOES: ~~None~~
ABSENT: ~~None~~
ABSTAIN: ~~None~~

____
Thomas McGurk, President
Board of Directors
Stockton East Water District

____
Justin Hopkins, Secretary
Stockton East Water District

DATE: **August 11, 2026** **AGENDA ITEM NO. D-3**

TITLE: **Second Amendment to the Solar Power & Services Agreement – Solar Plus Storage Project**

SUBJECT: **Consider Approval of the Second Amendment to the Solar Power & Services Agreement with Lepton, LLC (A White Pine Renewables Entity)**

Executive Summary

On August 13, 2024, the Board approved a Solar Power & Services Agreement (SPSA — the District's solar power purchase agreement) with White Pine Renewables (White Pine) for a solar-plus-battery energy storage system (BESS) system at the District's water treatment plant, priced at $0.174/kWh with 1.90% annual escalation; the Agreement was later refined by a First Amendment dated February 10, 2026. The project is now fully designed and permitted, and both District Counsel (Herum Crabtree) and the Seller's counsel have completed their review of a Second Amendment that finalizes the remaining commercial and real-estate terms needed to construct and operate the system.

The Second Amendment sets the revised kWh Rate at $0.2031/kWh with 1.90% annual escalation (up from $0.1740 to reflect District and County Fire requirements identified during design, partially offset by lower interconnection costs and the SGIP incentive); updates the project premises and grants the solar easement and license rights required for the array (to be recorded through a Memorandum of Agreement); adds a demand-response revenue-sharing arrangement that can return net revenue to the District; and adds a capped Change-in-Law mechanism governing future cost adjustments. The Seller's interest in the Agreement is now held by Lepton Solar, LLC, a White Pine entity.

Even at the revised rate, the project is projected to save the District approximately $207,891 in Year 1 and between $19.9 million and $48.2 million over the 30-year term, with additional potential upside from demand-response revenue. District Counsel has reviewed the Second Amendment and the parties have reached agreement.

Staff recommends the Board of Directors (Board) approve the Second Amendment and authorize the General Manager to execute it and the associated Memorandum of Agreement, subject to final review as to form by District Counsel and insertion of the final recorded exhibits.

Background

The District's Board formed the Electrical Power Alternatives Ad-Hoc Committee to evaluate energy-generation options to offset rising Pacific Gas & Electric (PG&E) costs at the District's water treatment plant. Following the Committee's work, on August 13, 2024 the Board approved execution of a PPA with White Pine for a solar-plus-BESS system at $0.174/kWh in Year 1 with a 1.90% annual escalation factor. The Agreement was subsequently amended by a First Amendment dated February 10, 2026.

Since execution, the project has advanced through interconnection (Interconnection Agreement signed January 29, 2026), design, and permitting, including delivery of the

Issued-for-Permit (IFP) plan set and finalization of specifications in June 2026. During design review, the District and the County Fire authority identified several requirements not contemplated in the original proposal — Clearwell means-and-methods, concrete-encased conduit, oil containment, bollards, a third-party inspector, all-weather roads, fencing, and a new fire hydrant — which are reflected in the revised rate.

The Seller's interest in the Agreement is held by Lepton Solar, LLC, as successor-in-interest to White Pine Development, LLC under a September 9, 2025, assignment; White Pine Renewables remains the project developer. The Second Amendment now finalizes the commercial and real-estate terms for construction and long-term operation of the system.

Summary
The Second Amendment makes the following principal changes to the Agreement (Schedules referenced are integrated within the amendment):

A. **Revised kWh Rate (Schedule 1-2).** Sets the Year-1 rate at $0.2031/kWh with 1.90% annual escalation over the 30-year Delivery Term (measured from the Commercial Operation Date).
B. **Premises and solar easement (Schedules 1-1 and 1-6).** Updates the project parcel (APN 101-170-080) with a recorded legal description of the licensed area (approximately 41.85 acres) and grants the Seller a solar easement and related license rights for solar access and non-interference. The Seller's interest is released by quitclaim on expiration or termination and is documented in a Memorandum of Agreement to be recorded together with the Amendment.
C. **Demand response and SGIP (new Article 20).** To satisfy the CPUC Self-Generation Incentive Program (which requires demand-response enrollment), the District enrolls in a qualifying demand-response program. The Seller pays or reimburses all enrollment costs, and net demand-response revenues — after the Seller recovers those costs — are distributed to the District (amount not guaranteed).
1. **Change in Law (new Article 19).** Establishes a forward-looking mechanism under which the kWh Rate may be adjusted only for qualifying changes in law occurring after the Effective Date (August 13, 2024) that raises the Seller's operating costs above a $350,000 materiality threshold, with any cumulative rate increase capped at $0.005/kWh. Either party may terminate if a proposed increase exceeds the cap and is not accepted. Pre-2024 laws, tariffs, tax-credit changes, and wholesale-market changes are excluded.
D. **Seller entity (Schedule 1-5).** Updates notice and party information from White Pine Development, LLC to Lepton Solar, LLC.
E. **Public-agency and operational terms.** Adds a non-appropriation termination right (subject to payment of the Early Termination Fee), a limited waiver of sovereign immunity for enforcement, and clarifications on curtailment and financing assignment; and updates the Early Termination Fee schedule **(Schedule 1-3)** and system removal/restoration terms.

Financial Impact
The revised Year-1 PPA rate is $0.2031/kWh, up $0.0291/kWh (approximately 16.7%) from the original $0.1740/kWh, with the same 1.90% annual escalation. The rate difference is shown below in **Table 1**.

Change in Specification /	PPA	Added Cost
Original PPA rate	**0.1740**	**—**
Interconnection cost adjustment	(0.0028)	—
SGIP incentive adjustment (per	(0.0050)	—
Concrete oil containment – 3	0.0096	239,162
41 bollards (SEWD)	0.0027	68,706
Concrete-encased conduit / duct	0.0022	53,750
Third-party inspector (SEWD)	0.0050	126,230
Light-duty forklift only on clearwells	0.0078	195,285
Fire requirements – access roads,	0.0095	237,626
Updated PPA rate	**0.2031**	**920,759**

Table1. Updated PPA Rate

Despite the higher rate, the project remains net-positive to the District because PG&E rate increases accrue entirely to the District. Projected savings are approximately $207,891 in Year 1 under both escalation scenarios, and over the 30-year term:

- $48,224,572 cumulative savings under a 4% energy / 8% demand escalation scenario; and
- $19,916,483 cumulative savings under a more conservative 4% energy / 4% demand escalation scenario.

New additional potential financial impacts are as follows:

A. **Demand-response upside**. Under Article 20, net demand-response revenues are returned to the District after the Seller recovers its enrollment costs, providing additional potential benefit not reflected in the savings figures above. The Seller makes no guarantee as to the amount.
B. **Bounded future-cost exposure**. The new Change-in-Law mechanism can shift some future legal-compliance cost to the District, but only above a $350,000 threshold and capped at a cumulative $0.005/kWh; the District may terminate if a proposed increase exceeds the cap. Tariffs, tax-credit changes, and pre-2024 laws — including the sunset of the California solar property-tax exclusion — are excluded from the mechanism.
C. **No District property-tax liability**. Consistent with prior discussions, the Seller bears any property taxes assessed on the project; because the property-tax exclusion sunset is a pre-2024 law, it is excluded from the Change-in-Law mechanism and does not shift to the District.

D. **Non-appropriation.** As a public agency, the District may terminate the Agreement if funds are not appropriated (future boards may not budget for payment of this contract); however, termination requires payment of the then-applicable Early Termination Fee (Schedule 1-3).

Staff Recommendation

Staff respectfully recommends that the Board:

1. Approve the Second Amendment to the Solar Power & Services Agreement with Lepton Solar, LLC, in substantially the form presented, and
2. Authorize the General Manager to execute the Second Amendment and the associated Memorandum of Agreement — subject to (1) final review and approval as to form by District Counsel, and (2) insertion of the final legal description, Array License Exhibit, and recorded Memorandum of Agreement.

Staff Responsible for Report

Juan Vega

Juan M. Vega, Assistant General Manager

Date: 08/11/26

Justin M. Hopkins, General Manager

Date: 08/11/26

Attachments

1. Second Amendment to Solar Power & Services Agreement (clean execution draft).

SECOND AMENDMENT TO
SOLAR POWER & SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SOLAR POWER & SERVICES AGREEMENT (this "***Second Amendment***") is made and entered into as of August ___, 2026 (the "***Effective Date***"), by and between Purchaser and Seller as defined below. Purchaser and Seller are sometimes hereinafter referred to individually as a "***Party***" and collectively as the "***Parties***."

Purchaser:		**Seller:**	
Name and Address	Stockton East Water District Post Office Box 5157 6767 E Main St Stockton, CA 95205 Attn: General Manager Phone: 209-948-0333 Email: sewd@sewd.net	**Name and Address**	Lepton Solar, LLC 1808 Wedemeyer St. Suite 221 San Francisco, CA 94129 Attention: Evan Riley Phone: (248) 808-2015 Email: evan@whitepinerenew.com

WHEREAS, Purchaser and Seller (as successor-in-interest to White Pine Development, LLC pursuant to that certain Assignment and Assumption of Solar Power and Services Agreement by and between Seller and White Pine Development, LLC dated as of September 9, 2025) entered into that certain Solar Power & Services Agreement, dated as of August 13, 2024, as amended by that certain First Amendment to Solar Power & Services Agreement, dated as of February 10, 2026 (together, the "***Agreement***"); and

WHEREAS, the Parties desire to further amend the Agreement in accordance with this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Amendments.

(a) Schedule 1-1 – Schedule 1-1 to the Agreement is hereby amended as follows:

(i) Premises. Section A of Schedule 1-1 is hereby amended by deleting the APN number "10105006" in its entirety and replacing it with the following APN number and language: "10117008, all as more particularly described on the Supplement to Schedule 1-1 attached hereto and incorporated herein".

(ii) Schedule 1-1 is hereby supplemented by adding thereto the Premises Diagram and Legal Description of the Premises as shown on the Supplement to Schedule 1-1 attached hereto and incorporated herein.

(b) Schedule 1-2 – kWh Rate of Exhibit 1 is hereby deleted in its entirety and replaced with the Schedule 1-2 – kWh Rate attached to this Second Amendment.

(c) Schedule 1-3 – Early Termination Fee of Exhibit 1 is hereby deleted in its entirety and replaced with the Schedule 1-3 – Early Termination Fee attached to this Second Amendment.

(d) Schedule 1-5 – Notice Information of Exhibit 1 is hereby revised to replace "White Pine Development, LLC" with "Lepton Solar, LLC".

(e) Schedule 1-6 – Schedule 1-6 of the Agreement is hereby amended as follows:

(i) Section 2(b) of Schedule 1-6 is hereby amended by deleting the "." and adding the following language to the end of said section:

"or grant any license, option, leasehold, easement or any right of any kind, or cause or permit any activities or conditions on the Premises that would interfere with Seller's rights under the Licenses or impair operation of the System."

(ii) Section 3 of Schedule 1-6 is hereby amended by deleting the last sentence of said section in its entirety and replacing it with the following: "Upon expiration or termination of the Licenses, Seller shall promptly execute and record a quitclaim deed or other requested instrument releasing Seller's interest set forth pursuant to the Memorandum."

(iii) The following language is hereby added to Schedule 1-6 as new Sections 7 and 8 immediately following Section 6:

"7. Purchaser hereby grants to Seller during the Term (a) an easement for light and solar energy resources over, under and across the Premises and all other property owned by Purchaser which is adjacent to or in the vicinity of the Premises as reasonably necessary for Seller's use of the Premises for the Licenses, (b) an easement over, under and across the Premises and any of Purchaser's adjacent property for audio, visual, view, light, noise, vibration and any other effects attributable to the use of the Premises for the Licenses, and (c) an exclusive easement on, over and across the Premises and all other property owned by Purchaser which is adjacent to or in the vicinity of the Premises for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "Solar Easement") for the benefit of the area existing horizontally 360 degrees from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Land, together vertically through all space located above the surface of the Premises, that is 180 degrees or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Without limiting the foregoing, Purchaser agrees to execute and deliver any separate easement agreements for the benefit of Seller, the Premises or the utility to which the System is interconnected (the "Utility") as Seller or the Utility may reasonably request to facilitate the construction, operation and removal of the System, or otherwise in connection with Seller's or the Utility's use of the Premises during the Term (collectively, the "Easements"). Purchaser and Seller (and the Utility, as applicable) shall in good faith establish the location and terms of such Easements within thirty-five (35) days of the request therefor, and any such Easements shall be confirmed in writing, signed by the parties and recorded in the San Joaquin County, California records against the Premises and shall run with the Licenses and the Premises and inure to the benefit of Seller (or the Utility, as applicable) and its transferees, successors and assigns hereunder. Upon the expiration or termination of the Licenses, Seller shall promptly execute and record a quitclaim deed or other requested instrument releasing Seller's interest in the Easements, and shall use commercially reasonable efforts to obtain any required signature from the Utility to quitclaim or release such Easements.

8. Each party shall execute and deliver such further documents and perform such other acts as may be reasonably necessary to achieve the parties' intent in entering into the Licenses."

(iv) Exhibit A to Schedule 1-6 of the Agreement is hereby deleted in its entirety and replaced with Exhibit A to Schedule 1-6 attached hereto and incorporated herein.

(f) Section 1.1 of Exhibit 2 is hereby amended to add or revise the following definitions:

(i) The definition of "Adjustment Maximum" is hereby deleted in its entirety.

(ii) Add after the definition of "Business Day":

"Change in Law" means the occurrence after the Effective Date of any of the following that materially increases Seller's ongoing costs of operating and maintaining the System: (a) the adoption, enactment, or taking effect of any new law, rule, regulation, or order by a Governmental Authority; or (b) any amendment to, or change in the interpretation or application of, any existing law, rule, regulation, or order by a Governmental Authority; provided, however, that "Change in Law" shall not include: (i) any law, rule, regulation, order, or interpretation thereof that was enacted or adopted prior to the Effective Date; (ii) any tariff, duty, import restriction, or other trade measure affecting the procurement, manufacture, or importation of equipment or materials for the System that was enacted or adopted prior to the Effective Date; (iii) any change affecting the construction, installation, or commissioning of the System prior to the Effective Date; (iv) any change to or elimination of the investment tax credit under Section 48 or 48E of the Internal Revenue Code that was enacted or adopted prior to the Effective Date; or (v) any change in the wholesale electricity market structure, pricing, or rules administered by any regional transmission organization or independent system operator that was enacted or adopted prior to the Effective Date.

"CIL Amendment Notice" has the meaning set forth in Section 19.2(a).

"CIL Amendment Notice Review Period" has the meaning set forth in Section 19.2(a).

(iii) Add after the definition of "<u>Covenants, Conditions and Restrictions</u>":

"<u>Delivery Term</u>" has the meaning set forth in <u>Schedule 1-2</u> of Exhibit 1.

(iv) Add after the definition of "<u>Disruption Period</u>":

"<u>DR Enrollment Costs</u>" means the documented, reasonable, and out-of-pocket costs and expenses incurred by Seller or Purchaser in connection with applying for, enrolling in, and maintaining enrollment in the DR Program. This includes, but is not limited to, costs and expenses related to (i) energy management system / software platform fees (e.g., Athena or similar), (ii) demand response optimization and SGIP optimization services, (iii) monitoring, telemetry, ROC, and related services, and (iv) any other third-party costs required to enable, maintain, or enhance participation in the DR program and associated revenue generation.

"<u>DR Program</u>" means a qualifying demand response program in which Purchaser enrolls pursuant to Section 20.1.

"<u>DR Revenues</u>" means revenues received from the DR Program.

(v) The definition of "<u>Final I/C Cost</u>" is hereby deleted in its entirety.

(vi) The definition of "<u>kWh Rate</u>" is hereby deleted in its entirety and replaced with the following:

"<u>kWh Rate</u>" means the price per kWh as set forth in <u>Schedule 1-2</u> of Exhibit 1 (Special Terms and Conditions).

(vii) Add after the definition of "<u>kWh Rate</u>":

"<u>kWh Rate Adjustment Cap</u>" means $0.005 per kWh in the aggregate, which amount shall be the maximum cumulative upward adjustment to the kWh Rate permitted under Section 19.3 for all Changes in Law during the Term.

(viii) Add after the definition of "<u>Losses</u>":

"<u>Materiality Threshold</u>" means $350,000 in the aggregate, representing the anticipated aggregate amount of Seller Operating Costs that Seller will be responsible for before implementing any adjustment to the kWh Rate under Section 19.3.

(ix) Add after the definition of "<u>Seller Default</u>":

"<u>Seller Operating Costs</u>" means the documented, reasonable, and direct out-of-pocket costs and expenses that Seller incurs or reasonably expects to incur on an ongoing basis as a direct result of a Change in Law in order to operate and maintain the System in compliance with Applicable Law, net of any cost savings, insurance proceeds, grants, subsidies, or other recoveries received by Seller in connection with such Change in Law. For the avoidance of doubt, "Seller Operating Costs" shall not include any costs: (i) related to the construction, installation, procurement, or commissioning of the System; (ii) arising from Seller's financing structure, tax structuring, internal administrative overhead, elective compliance choices that are not reasonably necessary to comply with Applicable Law or the normal standards of performance within the solar photovoltaic power generation industry as set forth in Section 18.3; or (iii) that would have been incurred by Seller in the ordinary course absent the applicable Change in Law.

(x) The definition of "Term" is hereby deleted in its entirety and replaced with the following:

"Term" has the meaning set forth in Section 2.1.

(g) Section 2.1 of Exhibit 2 is hereby amended by deleting the first sentence in its entirety and replaced by the following:

"The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date 30 years from the Commercial Operation Date."

(h) Section 2.2(b) of Exhibit 2 is hereby deleted in its entirety.

(i) Section 4.3 of Exhibit 2 is hereby amended to add at the end of the section the following:

"For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable to Purchaser for any damages, losses, costs or expenses arising out of or related to any curtailment of System production that is directed, requested or otherwise caused by a Governmental Authority, Utility, or Purchaser Act, and in no event shall such curtailment constitute a Seller Default, a failure by Seller to perform its obligations under this Agreement, or otherwise give rise to any claim by Purchaser against Seller under this Agreement."

(j) Section 5.1 of Exhibit 2 is hereby amended to replace the reference to "Term" with "Delivery Term" in the first sentence of such section.

(k) Section 6.1 of Exhibit 2 is hereby amended to the end of the section with the following:

"In the event that Purchaser is a municipality or other Governmental Authority, if sufficient funds to provide for payment(s) owed by Purchaser under this Agreement are not appropriated, Purchaser may terminate this Agreement upon notice in writing to Seller in accordance with the terms of Section 2.2(a), including, without limitation, the payment to Seller of the Early Termination Fee."

(l) Section 7.1(f) of Exhibit 2 is hereby deleted in its entirety and replaced with the following:

"(f) Prohibited Activities. As to the Premises, Seller shall (i) not commit any waste or legal nuisance thereon, (ii) maintain the Premises in a reasonably neat and orderly condition for standard in-construction and operating projects of this nature and not unreasonably accumulate or dispose of trash or debris thereon, (iii) not bring firearms, lead ammunition, dogs or other animals thereon, (iv) repair any damage to the Premises caused by Seller, its agents, employees, contractors or any other party under the direct control of Seller, and (v) not destroy, deface, change or remove any survey or boundary line marker, or permit the same to be done by others who are under the control of, or subject to direction by Licensee."

(m) Section 11.3 of Exhibit 2 is hereby deleted in its entirety and replaced with the following:

"11.3 Removal of System. Within six (6) months after the termination or expiration of this Agreement ("Move-Out Period"), Seller shall remove the System and all of Seller's property from the Premises and restore the Premises to is original condition, except for (i) ordinary wear and tear, (ii) any other remediation work that Purchaser requests in writing that Seller has not completed, (iii) restoration of improvements not installed by Seller, and (iv) any underground improvements or foundations that would be commercially unreasonable to remove, and vacate the Premise. Purchaser shall provide sufficient space for the reasonable temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Move-Out Period. For the avoidance of doubt, Seller would not be required to replace or reconstruct any improvements removed or demolished by the Seller or Purchaser during construction or maintenance of the System. This Section 11.3 shall survive the termination of this Agreement."

(n) Section 13.1 of Exhibit 2 is hereby amended by deleting the first sentence in its entirety and replacing it with the following:

"Seller shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without providing prior written notice to Purchaser. Purchaser acknowledges that Seller may assign this Agreement in connection with development, construction and/or permanent financing facilities, including without limitation structured tax equity and/or securitization financing."

(o) Section 18.5 of Exhibit 2 is hereby amended by deleting said section in its entirety and replaced by the following :

"18.5 Sovereign Immunity. To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by Seller to enforce its rights against Purchaser under this Agreement."

(p) Exhibit 2 is hereby amended by adding a new Article 19 as follows:

"**19. CHANGE IN LAW**

19.1 Rate Protection. Except as expressly provided in this Article 19, the kWh Rate will not be adjusted as a result of any change in Applicable Law, and each Party assumes the risk that changes in Applicable Law may affect its costs or the economics of this Agreement.

19.2 Change in Law Notice and Substantiation.

(a) If, after the Effective Date, Seller becomes aware of a Change in Law that Seller reasonably anticipates will result in Seller incurring aggregate Seller Operating Costs in excess of the Materiality Threshold, Seller shall provide written notice to Purchaser (a "CIL Amendment Notice") within sixty (60) days after Seller first becomes aware of such Change in Law. The CIL Amendment Notice shall describe in reasonable detail: (i) the Change in Law and its effective date; (ii) the specific operational or other requirements imposed on Seller as a result of such Change in Law; (iii) Seller's good faith estimate of the Seller Operating Costs attributable to such Change in Law; and (iv) the mitigation steps Seller has undertaken or proposes to undertake to minimize such costs. Purchaser shall have thirty (30) days to review the CIL Amendment Notice and reasonably request additional information or documentation (the "CIL Amendment Notice Review Period").

(b) Seller shall use commercially reasonable efforts to mitigate the impact of any Change in Law, including by taking all commercially reasonable actions to minimize any Seller Operating Costs. For the avoidance of doubt, mitigation efforts shall not require Seller to contest the validity or applicability of any law, rule, or regulation or to take any action that would place Seller in violation of Applicable Law.

(c) Effective Date Clarification. For all purposes under the Agreement, as amended hereby, including without limitation revised Schedule 1-2 and Article 19, the term "Effective Date" means August 13, 2024, being the Effective Date of the Agreement, unless this Agreement expressly states otherwise."

19.3 kWh Rate Adjustment.

(a) Adjustment Right. Subject to Section 19.3(b), if a Change in Law occurs after the Effective Date that would reasonably be expected to result in Seller incurring aggregate Seller Operating Costs in excess of the Materiality Threshold and Seller has complied with the requirements of Section 19.2, then upon expiration of the CIL Amendment Notice Review Period (and resolution of any good faith disputes regarding the calculation of Seller Operating Costs), the kWh Rate shall be adjusted upward to compensate Seller for the anticipated aggregate Seller Operating Costs in excess of the Materiality Threshold that are directly attributable to such Change in Law, provided that unless Purchaser otherwise agrees in writing, the aggregate upward adjustment to the kWh Rate under this Section 19.3 shall not exceed \$0.005 per kWh (the "kWh Rate Adjustment Cap"). For the avoidance of doubt, any Seller Operating Costs that cannot be recovered due to application of the kWh Rate Adjustment Cap shall be borne solely by Seller.

(b) Amendment. If an adjustment to the kWh Rate is required under this Section 19.3, the Parties shall promptly execute an amendment to this Agreement reflecting such adjustment. If Seller's CIL Amendment Notice sets forth for implementation an increase to the kWh Rate that exceeds the kWh Rate Adjustment Cap, and Purchaser does not accept such excess increase in writing, then either Party shall have the right to terminate this Agreement upon written notice to the other Party within thirty (30) days after the last day of the CIL Amendment Notice Review Period. Neither Party shall have any liability to the other Party as a result of any termination of this Agreement under this Section 19.3(b)."

(q) Exhibit 2 is hereby amended by adding a new Article 20 as follows:

"**20. SELF-GENERATION INCENTIVE PROGRAM; DEMAND RESPONSE.**

20.1 Enrollment. In furtherance of compliance with the California Public Utility Commission's Self-Generation Incentive Program, which requires participants to enroll in a qualifying demand response program, Purchaser agrees to apply for and maintain enrollment in the DR Program throughout the Term, unless otherwise directed by Seller. For the avoidance of doubt, Seller shall have the right to direct Purchaser to withdraw from the DR Program at any time by providing written notice to Purchaser, and Purchaser shall take steps to withdraw from the DR Program within a reasonable amount of time following receipt of Seller's written notice.

20.2 Enrollment Costs. Seller agrees to pay, or to reimburse Purchaser for, as applicable, all DR Enrollment Costs. To the extent Purchaser pays any DR Enrollment Costs directly, Purchaser shall invoice Seller for such amounts, accompanied by reasonable supporting documentation, and Seller shall pay each undisputed invoice within thirty (30) days after receipt.

20.3 Revenue Sharing. Within thirty (30) days of the beginning of each calendar year, DR Revenues from the prior year shall be applied as follows: (i) first, to the repayment to Seller of any DR Enrollment Costs previously paid or reimbursed by Seller under Section 20.2 and not yet recouped; and (ii) thereafter, any remaining DR Revenues shall be distributed by Seller to Purchaser. Seller shall provide Purchaser with an annual statement of DR Revenues received and the application thereof pursuant to this Section 20.3. For the avoidance of doubt, Seller makes no guarantees with respect to the amount of DR Revenues to be allocated under this Section 20.3.

20.4 Cooperation. The Parties shall reasonably cooperate with one another in connection with the matters set forth in this Article 20, including by executing such additional documents and instruments as may be reasonably necessary to effectuate enrollment in, participation in, and the allocation of revenues and costs associated with, the DR Program."

(r) Schedule 2-1 Section (e) is hereby amended by deleting the third sentence in its entirety and replaced by the following:

"The Financing Party shall not be liable for rental storage charges under this Agreement or otherwise; provided, however, that said Financing Party agrees to remove or abandon the System in accordance with the requirements of Section 11.3 of this Agreement."

3. Ratification. The Agreement, as amended by this Second Amendment, is hereby ratified by Purchaser and Seller. Except as expressly amended by this Second Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency between the terms and conditions of the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall control. This Second Amendment and the Agreement cannot be modified in any manner other than by written modification executed by Purchaser and Seller. The Agreement, as hereby amended, contains all of the terms agreed upon between Purchaser and Seller with respect to the subject matter hereof.

4. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement.

To facilitate execution of this Second Amendment, the Parties may execute and exchange by email counterparts of the signature pages, which email counterpart shall be binding as if they were originals. No originals shall be required.

5. Miscellaneous. The Parties have read this Second Amendment and on the advice of counsel they have freely and voluntarily entered this Second Amendment. This Second Amendment shall be binding on and inure to the benefit of the parties and their successors.

Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the day and year first above written.

PURCHASER:

Stockton East Water District

By ______________________________

Name: ___________________________

Title: ___________________________

SELLER:

Lepton Solar, LLC

By ______________________________

Name: ___________________________

Title: Authorized Person

<u>Supplement to Schedule 1-1 – Premises Diagram and Legal Description of the Premises</u>

BEING A PORTION OF THE REAL PROPERTY SITUATED WITHIN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 76, C.M. WEBER GRANT EL RANCHO DEL CAMP DE LOS FRANCESES, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF SAID SECTION 76; THENCE ALONG THE EASTERLY SECTION LINE OF SAID SECTION 76 SOUTH 17°52'48” EAST 2274.59 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF MAIN STREET (BEING 40 FEET HALF-WIDTH); THENCE ALONG SAID RIGHT-OF-WAY SOUTH 71°53'17” WEST 1178.84 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE THE FOLLOWING THIRTEEN COURSES:

1) ALONG SAID RIGHT-OF-WAY SOUTH 71°53'17” WEST 1012.07 FEET, MORE OR LESS, TO A POINT ON THE RIGHT-OF WAY DEDICATED TO SAN JOAQUIN COUNTY PER INSTRUMENT NO. 22705 RECORDED IN BOOK 3306, PAGE 508, OFFICIAL RECORDS. THENCE;
2) ALONG LAST SAID RIGHT-OF-WAY, NORTH 62°26’07” WEST, A DISTANCE OF 55.85 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF THE “REALIGNMENT OF BUDD ROAD” DESCRIBED IN EXHIBIT B OF AN AGREEMENT RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97102910. THENCE;
3) ALONG LAST SAID RIGHT-OF-WAY, SOUTH 17°56’21” EAST, A DISTANCE OF 39.96 FEET, MORE OR LESS TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF MAIN STREET. THENCE;
4) ALONG SAID NORTHERN RIGHT-OF WAY, SOUTH 71°53’17” WEST, A DISTANCE OF 60.00 FEET, MORE OR LESS TO A POINT ON THE RIGHT-OF WAY DEDICATED TO SAN JOAQUIN COUNTY PER INSTRUMENT NO. 22705 RECORDED IN BOOK 3306, PAGE 508, OFFICIAL RECORDS, AND THE WESTERLY RIGHT-OF-WAY LINE OF THE “REALIGNMENT OF BUDD ROAD” DESCRIBED IN EXHIBIT B OF AN AGREEMENT RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97102910. THENCE;
5) ALONG LAST SAID ALONG LAST SAID RIGHT-OF-WAY, NORTH 17°56’21” WEST, A DISTANCE OF 39.96 FEET. THENCE;
6) CONTINUING ALONG LAST SAID RIGHT-OF-WAY, SOUTH 27°00’23” WEST, A DISTANCE OF 56.63 FEET, MORE OR LESS TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF MAIN STREET. THENCE;
7) CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 71°53'17” WEST, A DISTANCE OF 112.01 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF STOCKTON DIVERTING CANAL. THENCE;
8) ALONG THE EAST RIGHT-OF-WAY OF SAID CANAL NORTH 56°07’05” WEST 1133.52 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY. THENCE;
9) CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 56°59’46” WEST 540.04 FEET. THENCE;
10) LEAVING SAID RIGHT-OF-WAY, NORTH 33°00’57” EAST 733.35 FEET. THENCE;
11) SOUTH 56°41’04” EAST 1435.94 FEET. THENCE;

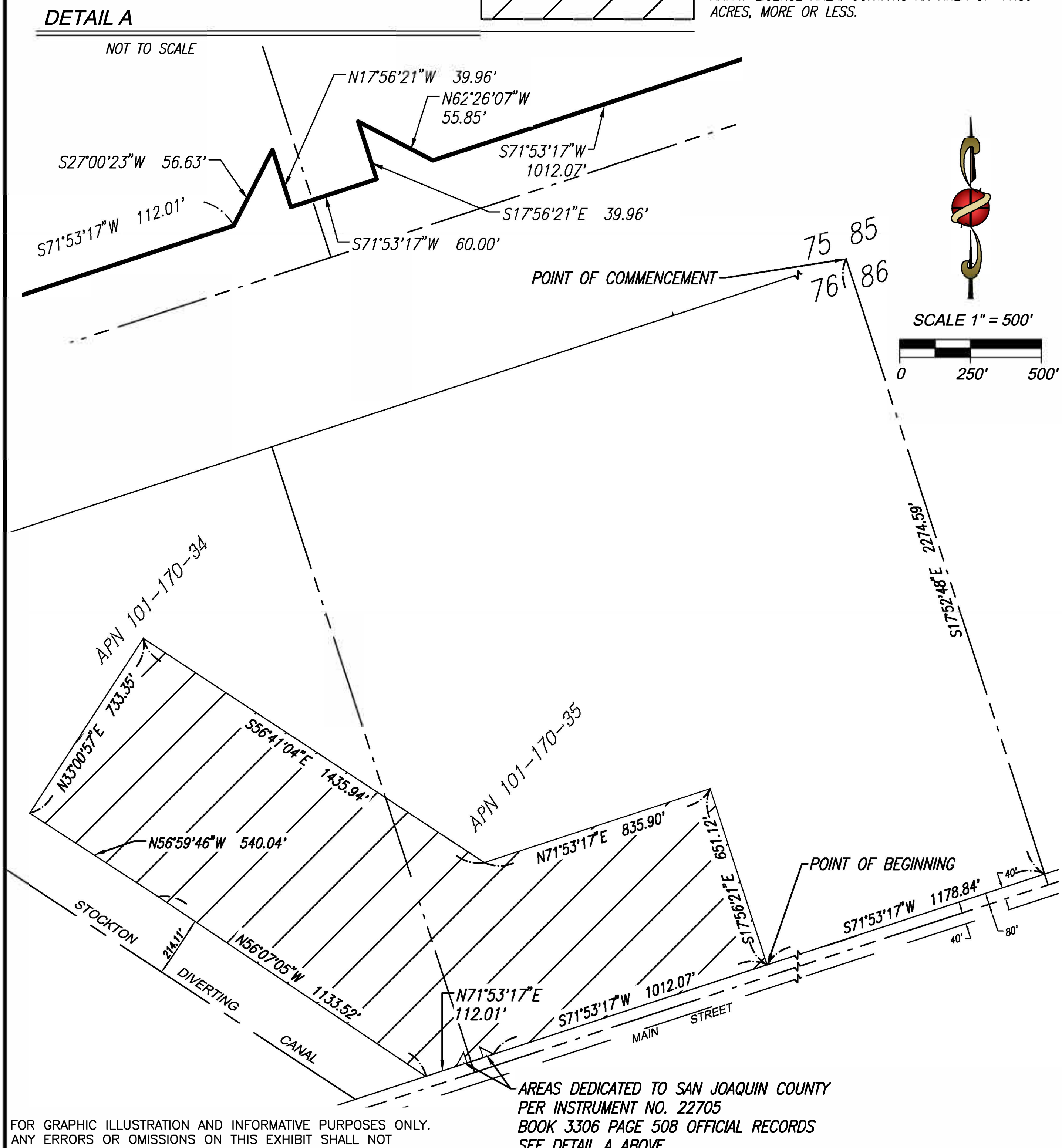
12) NORTH 71°53’17” EAST 835.90 FEET. THENCE;
13) SOUTH 17°56’21” EAST 651.12 FEET TO **THE POINT OF BEGINNING**.

CONTAINS AN AREA OF 41.85 ACRES, MORE LESS.

[SEE ATTACHED DIAGRAM]

LEGEND

APN	ASSESSOR PARCEL NUMBER
(dashed line)	EXISTING ROAD RIGHT-OF-WAY LINE
(dash-dot line)	SECTION LINE
(hatched box)	ARRAY LICENSE AREA. CONTAINS AN AREA OF 41.85 ACRES, MORE OR LESS.



FOR GRAPHIC ILLUSTRATION AND INFORMATIVE PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE LICENSE DESCRIPTION.

PRECISION CIVIL ENGINEERING, INC	EXHIBIT "1"	PROJECT NAME: LICENSE AREA		FIGURE
	DESCRIPTION: PORTION OF APN 101-170-34 AND APN 101-170-35	06/09/2026	24-234	1 OF 1

Schedule 1-2 – kWh Rate

1. The "Delivery Term" begins on the Commercial Operation Date and ends on the date 30 years from the Commercial Operation Date.

2. The "kWh Rate" with respect to the System under this Agreement shall be in accordance with this Schedule 1-2:

Contract Year	kWh Rate* ($/kWh)
1	$0.2031
2	$0.2070
3	$0.2109
4	$0.2149
5	$0.2190
6	$0.2231
7	$0.2274
8	$0.2317
9	$0.2361
10	$0.2406
11	$0.2452
12	$0.2498
13	$0.2546
14	$0.2594
15	$0.2643
16	$0.2694
17	$0.2745
18	$0.2797
19	$0.2850
20	$0.2904
21	$0.2959
22	$0.3016
23	$0.3073
24	$0.3131
25	$0.3191
26	$0.3251
27	$0.3313
28	$0.3376
29	$0.3440
30	$0.3506
Note: *The kWh Rate for each Contract Year after Contract Year 1 is calculated based on the Contract Year 1 kWh Rate multiplied by a 1.9% escalation factor for each subsequent year.	

Schedule 1-3 – Early Termination Fee

The Early Termination Fee with respect to the System under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Contract Year	Early Termination Fee ($/Wdc)	Early Termination Fee ($)
1	$5.36	$14,595,280
2	$5.10	$13,887,300
3	$4.86	$13,233,780
4	$4.63	$12,607,490
5	$4.41	$12,008,430
6	$3.19	$8,686,370
7	$3.05	$8,315,470
8	$3.05	$8,315,837
9	$3.04	$8,290,543
10	$3.03	$8,252,372
11	$3.01	$8,196,189
12	$2.98	$8,121,977
13	$2.95	$8,028,239
14	$2.91	$7,915,023
15	$2.86	$7,776,838
16	$2.80	$7,613,520
17	$2.73	$7,423,555
18	$2.65	$7,205,017
19	$2.55	$6,951,969
20	$2.45	$6,674,685
21	$2.35	$6,385,533
22	$2.21	$6,025,740
23	$2.06	$5,618,094
24	$1.89	$5,159,698
25	$1.70	$4,634,264
26	$1.47	$4,014,166
27	$1.22	$3,330,468
28	$0.95	$2,576,368
29	$0.64	$1,745,742
30	$0.59	$1,606,570

Following the Expiration Date, the Early Termination Fee shall be deemed to be $0. If the project is terminated before Contract Year 1, the Contract Year 1 termination values applies

Exhibit A to Schedule 1-6

Memorandum of Agreement

[to be inserted]

RECORDING REQUESTED BY

And WHEN RECORDED RETURN TO:

Lepton Solar, LLC
Attn: Evan Riley
1808 Wedemeyer Street, Suite 221
San Francisco, CA 94129

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 101-170-34; 101-170-35; 101-170-08

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is made and entered into on this _____ day of August, 2026, by and between **Stockton East Water District,** a California public agency ("**Licensor**"), and **Lepton Solar, LLC**, a Delaware limited liability company ("**Licensee**") under which Licensor granted certain licenses to Licensee, for the Term (as hereinafter defined), to certain real property which is described particularly on Exhibit 1 attached hereto (the "**Premises**").

WHEREAS, Licensor and White Pine Development, LLC, a Delaware limited liability company ("**WPD**"), entered into that certain Solar Power and Services Agreement dated August 13, 2024, as assigned by WPD to Licensee pursuant to that certain Assignment and Assumption of Solar Power and Services Agreement dated September 9, 2025, as amended by that certain First Amendment to Solar Power and Services Agreement dated February 10, 2026, as amended by that certain Second Amendment to Solar Power and Services Agreement dated as of even date herewith (collectively, the **"Solar Agreement"**), and such Solar Agreement includes the grant of an irrevocable license to Licensee for the Premises, pursuant to the terms of the Solar Agreement. The terms of the license include, but are not limited to, all the rights necessary for Licensee to use and occupy portions of the Premises for the installation, operation, maintenance and removal of a photovoltaic solar energy generation system (the "**System**"), including ingress, egress and utility rights, pursuant to the terms of the Solar Agreement.

WHEREAS, Licensor and Licensee (collectively, the "**Parties**") enter into this Memorandum to set forth certain terms and conditions and to provide constructive notice of the license pursuant to the terms of the Solar Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. The Term of the license commenced on August 13, 2024 for a period ending on the date that is thirty (30) years after the Commercial Operation Date; provided, however, that under no circumstance shall the Term exceed thirty-four (34) years, three hundred sixty-five (365) days.

2. All the license provisions set forth in the Solar Agreement are hereby incorporated into this Memorandum by reference.

3. Licensor and Licensee agree and acknowledge that (a) Licensee shall at all times retain title to and be the legal and beneficial owner of the System and (b) the System shall at all times be personal property of Licensee, as defined under Article 9 of the Uniform Commercial Code, and shall not be deemed attached to, a fixture of or to, or an accession or part of, the Premises.

4. Licensor grants to Licensee ingress and egress rights to the Premises for Licensee and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the electrical wiring of the Premises.

5. <u>Licensee's Other Rights.</u>

a. Licensor agrees not to grant any license, option, leasehold, easement or any right of any kind, or cause or permit any activities or conditions on the Premises that would interfere with Licensee's rights under the Licenses or impair operation of the System;

b. Licensor grants to Licensee (a) such easements for light and solar energy resources across, under and over the Premises and all other property owned by Licensor which is adjacent to or in the vicinity of the Premises as are reasonably necessary for use of the Premises for the Licenses (b) an easement over, under, and across the Premises and any of Licensor's adjacent property for audio, visual, noise, vibration, and any other effects attributable to Licensee's intended use of the Premises, and (c) an exclusive easement on, over and across the Premises and all other property owned by Licensor which is adjacent to or in the vicinity of the Premises for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "Solar Easement") for the benefit of the area existing horizontally 360 degrees from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is 180 degrees or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Licensor covenants and agrees that Licensor shall, upon the request of Licensee, join in the execution of any separate easement for the benefit of Licensee, the Premises, or the utility to which the System is interconnected.

6. The Solar Agreement and this Memorandum shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns, and shall be construed as covenants running with the land.

7. In the event of any conflict between this Memorandum and the Solar Agreement, the Solar Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Solar Agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Memorandum has been executed by the parties on the date and year first written above.

Licensee:

Lepton Solar, LLC,
a Delaware limited liability company

By: ___________________________
Name: _________________________
Title: __________________________

Licensor:

Stockton East Water District,
a California public agency

By: ___________________________
Name: ________________________
Title: _________________________

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

STATE OF CALIFORNIA)

COUNTY OF __________)

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

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

WITNESS my hand and official seal.

____

Signature (Seal)

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

STATE OF CALIFORNIA)

COUNTY OF ____________)

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

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

WITNESS my hand and official seal.

____

Signature (Seal)

<u>Exhibit “1”</u>

LEGAL DESCRIPTION OF THE PREMISES

BEING A PORTION OF THE REAL PROPERTY SITUATED WITHIN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 76, C.M. WEBER GRANT EL RANCHO DEL CAMP DE LOS FRANCESES, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF SAID SECTION 76; THENCE ALONG THE EASTERLY SECTION LINE OF SAID SECTION 76 SOUTH 17°52'48” EAST 2274.59 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF MAIN STREET (BEING 40 FEET HALF-WIDTH); THENCE ALONG SAID RIGHT-OF-WAY SOUTH 71°53'17” WEST 1178.84 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE THE FOLLOWING THIRTEEN COURSES:

1) ALONG SAID RIGHT-OF-WAY SOUTH 71°53'17” WEST 1012.07 FEET, MORE OR LESS, TO A POINT ON THE RIGHT-OF WAY DEDICATED TO SAN JOAQUIN COUNTY PER INSTRUMENT NO. 22705 RECORDED IN BOOK 3306, PAGE 508, OFFICIAL RECORDS. THENCE;
2) ALONG LAST SAID RIGHT-OF-WAY, NORTH 62°26’07” WEST, A DISTANCE OF 55.85 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF THE “REALIGNMENT OF BUDD ROAD” DESCRIBED IN EXHIBIT B OF AN AGREEMENT RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97102910. THENCE;
3) ALONG LAST SAID RIGHT-OF-WAY, SOUTH 17°56’21” EAST, A DISTANCE OF 39.96 FEET, MORE OR LESS TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF MAIN STREET. THENCE;
4) ALONG SAID NORTHERN RIGHT-OF WAY, SOUTH 71°53’17” WEST, A DISTANCE OF 60.00 FEET, MORE OR LESS TO A POINT ON THE RIGHT-OF WAY DEDICATED TO SAN JOAQUIN COUNTY PER INSTRUMENT NO. 22705 RECORDED IN BOOK 3306, PAGE 508, OFFICIAL RECORDS, AND THE WESTERLY RIGHT-OF-WAY LINE OF THE “REALIGNMENT OF BUDD ROAD” DESCRIBED IN EXHIBIT B OF AN AGREEMENT RECORDED OCTOBER 16, 1997 AS DOCUMENT NO. 97102910. THENCE;
5) ALONG LAST SAID ALONG LAST SAID RIGHT-OF-WAY, NORTH 17°56’21” WEST, A DISTANCE OF 39.96 FEET. THENCE;
6) CONTINUING ALONG LAST SAID RIGHT-OF-WAY, SOUTH 27°00’23” WEST, A DISTANCE OF 56.63 FEET, MORE OR LESS TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF MAIN STREET. THENCE;
7) CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 71°53'17” WEST, A DISTANCE OF 112.01 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY OF STOCKTON DIVERTING CANAL. THENCE;
8) ALONG THE EAST RIGHT-OF-WAY OF SAID CANAL NORTH 56°07’05” WEST 1133.52 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY. THENCE;
9) CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 56°59’46” WEST 540.04 FEET. THENCE;
10) LEAVING SAID RIGHT-OF-WAY, NORTH 33°00’57” EAST 733.35 FEET. THENCE;

11) SOUTH 56°41’04” EAST 1435.94 FEET. THENCE;
12) NORTH 71°53’17” EAST 835.90 FEET. THENCE;
13) SOUTH 17°56’21” EAST 651.12 FEET TO **THE POINT OF BEGINNING**.

CONTAINS AN AREA OF 41.85 ACRES, MORE LESS.

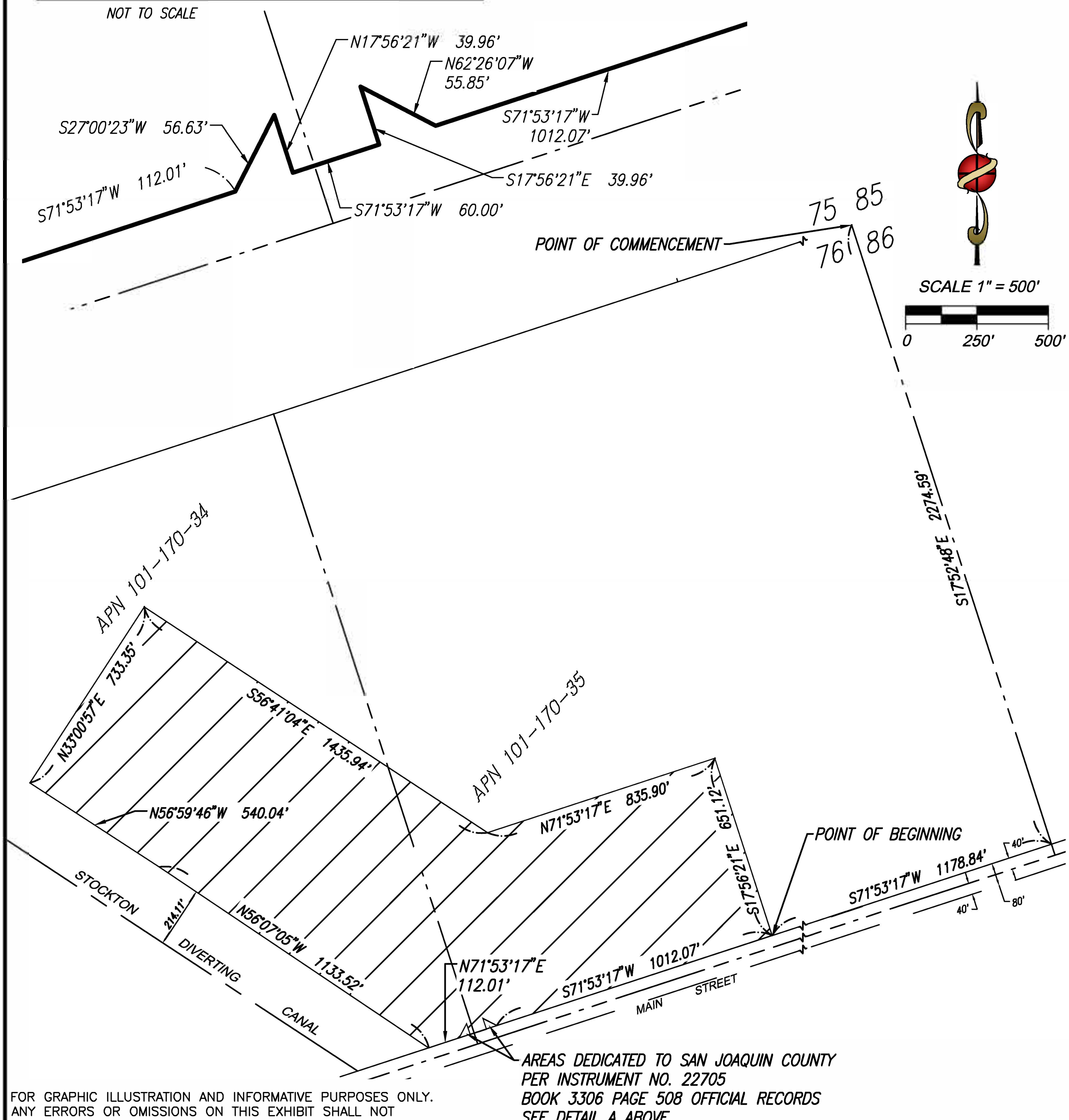
[SEE ATTACHED DIAGRAM]

LEGEND

APN	ASSESSOR PARCEL NUMBER
— — — — —	EXISTING ROAD RIGHT–OF–WAY LINE
——— — · — ———	SECTION LINE
▨	ARRAY LICENSE AREA. CONTAINS AN AREA OF 41.85 ACRES, MORE OR LESS.

DETAIL A

NOT TO SCALE



FOR GRAPHIC ILLUSTRATION AND INFORMATIVE PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE LICENSE DESCRIPTION.

PRECISION CIVIL ENGINEERING, INC	EXHIBIT "1"	PROJECT NAME: LICENSE AREA		FIGURE
	DESCRIPTION: PORTION OF APN 101-170-34 AND APN 101-170-35	06/09/2026	24-234	1 OF 1

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DATE: **August 11, 2026** **AGENDA ITEM NO. D-4**

TITLE: **Association of Metropolitan Water Agencies 2026 Board of Directors Election**

SUBJECT: **Consideration of Casting Stockton East Water District's Vote in the Association of Metropolitan Water Agencies 2026 Board of Directors Election**

Executive Summary

The Association of Metropolitan Water Agencies (AMWA) has opened voting in its 2026 Board of Directors election. Stockton East Water District (District), as an AMWA member agency, is entitled to cast one vote for each of the six seats up for election this year: five seats carrying full four-year terms through 2030 (Regions 5, 8, 9, and 10, and At-Large Seat A-1), and one seat filling the remainder of a vacant term through 2028 (Region 1). All six seats are uncontested, with one candidate nominated by AMWA's Nominating Committee for each seat; the ballot allows a vote in favor of each nominee or an abstention. Ballots are due to AMWA no later than Wednesday, August 26, 2026. Staff request the Board of Directors (Board) provide direction to cast the District's vote for each of the six nominees.

Background

AMWA is a national association representing large, publicly owned drinking water and wastewater utilities across the United States, providing advocacy, education, and policy leadership on behalf of its member agencies. AMWA's Board of Directors is organized by geographic region, with additional At-Large seats, and is elected by the association's member agencies on a rotating basis.

This year, AMWA's Nominating Committee has recommended five candidates for full four-year terms on the Board (Regions 5, 8, 9, and 10, and At-Large Seat A-1) and one candidate to fill the remainder of a vacant term through 2028 (Region 1). Each seat has a single nominee, and the electronic ballot provides an opportunity to cast a vote in favor of each candidate individually or to abstain. A quorum of AMWA member agencies must participate for the election to be official.

Summary

Biographical information for each of the six nominees is summarized below.

Region 1 (vacancy, through 2028) - John Sullivan, Chief Engineer, Boston Water and Sewer Commission

Mr. Sullivan has served the City of Boston for 49 years, including 32 years in his current role, overseeing more than a billion dollars in water, sewer, and drain improvements. He is Chairman of the Water Information Sharing and Analysis Center, a member of the AWWA Water Utility Council and Water Sector Coordinating Council, Past President of both the National Association of Clean Water Agencies and AMWA, and an Emeritus Director of The Water Research Foundation.

Region 5 (four-year term through 2030) - Randy Conner, Commissioner, Chicago Department of Water Management
Commissioner Conner brings more than two decades of urban engineering and infrastructure experience, previously serving as First Deputy Commissioner for both the Chicago Department of Transportation and the Chicago Department of Streets and Sanitation. He oversees a system serving more than 42 percent of Illinois residents, with an annual operating budget of approximately $1.4 billion and a capital budget of approximately $750 million.

Region 8 (four-year term through 2030) - Julie Anderson, Chief of Staff, Denver Water (incumbent)
Ms. Anderson works closely with Denver Water's executive team on organizational strategy and oversees Public Affairs, Human Resources, Learning and Organizational Development, and Continuous Improvement. She previously held corporate leadership roles at Coors, Molson Coors, and Oppenheimer Funds.

Region 9 (four-year term through 2030) - Doa Ross, Deputy General Manager, Engineering and Operations, Las Vegas Valley Water District
Ms. Ross has been with the Las Vegas Valley Water District and Southern Nevada Water Authority since 2000 and manages four departments with more than 750 employees responsible for planning, design, construction, asset management, treatment, and distribution, serving 2.4 million residents and visitors daily.

Region 10 (four-year term through 2030) - Alex Chen, Chief Operating Officer, Seattle Public Utilities (incumbent)
Mr. Chen oversees planning, design, construction, operations, and maintenance for a utility serving 1.6 million customers, supervising approximately 400 staff and managing a $100 million annual capital budget and a $300 million annual operations and maintenance budget.

At-Large Seat A-1 (four-year term through 2030) - Todd Swingle, CEO/Executive Director, Toho Water Authority (incumbent)
Mr. Swingle leads more than 600 employees operating 24 water and water reclamation facilities and a five-year, $1.7 billion capital program serving approximately 175,000 connections. He serves on the boards of the National Association of Clean Water Agencies, AMWA, The Water Research Foundation, and the Florida Water Environment Association Utility Council.

As all six seats are uncontested and each nominee was put forward by AMWA's Nominating Committee, staff has no basis to recommend against any nominee and recommends the Board vote in favor of each.

Financial Impact
There is no direct financial impact associated with casting the District's ballot in the AMWA Board of Directors election.

Recommendation
Staff makes no recommendation regarding a preferred candidate and requests that the Board of Directors review the attached candidate statements and provide direction regarding the District's vote for the Association of Metropolitan Water Agencies Board of Directors election for 2026.

Staff Responsible for Report

_______________________________ Date: 08/11/26

Justin M. Hopkins, General Manager

Attachments

1. AMWA Board of Directors Nominees
2. AMWA Board of Directors Election Ballot

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AMWA Board of Directors Nominees
August 2026

The following individuals have been nominated for election to AMWA's Board of Directors. Please review the biographical information about each nominee before casting your vote through this online form.

Region 1: ***to fill a vacancy until 2028***

- **John Sullivan, Chief Engineer, Boston Water and Sewer Commission**

  Mr. Sullivan has served the city of Boston for the past 49 years and in his current role for the past 32 years. Over the past 30 years, he has overseen over a billion dollars of water, sewer, and drain improvements. Mr. Sullivan is a Commissioner of the New England Interstate Water Pollution Control Commission. He is the Chairman of Water Information Sharing and Analysis Center (WaterISAC), a member of the Water Sector Coordinating Council (WSCC), a member of the Water Utility Council (WUC) of the American Water Works Association (AWWA), Past President of the National Association of Clean Water Agencies (NACWA), Past President of the Association of Metropolitan Water Agencies (AMWA), and an Emeritus Director of The Water Research Foundation. Mr. Sullivan holds a B.S. in civil engineering from University of Massachusetts - Amherst, an MBA degree from Northeastern University, and a Masters degree in Emergency Management from Massachusetts Maritime Academy. Mr. Sullivan is a Registered Professional Engineer in the Commonwealth of Massachusetts, as well as a Board Certified Environmental Engineer of the American Academy of Environmental Engineers.

Region 5: ***for a for-year term through 2030***

- **Randy Conner, Commissioner, Chicago Department of Water Management**

  Randy Conner is the Commissioner of the Chicago Department of Water Management. Commissioner Conner brings more than two decades of experience in urban engineering and infrastructure to the department. He formerly served as the First Deputy Commissioner at both the Chicago Department of Transportation and the Chicago Department of Streets and Sanitation.

  At the Department of Water Management, Commissioner Conner oversees a system that delivers high-quality drinking water to more than 42% of Illinois residents daily. This system includes over 4,300 miles of water mains, 4,450 miles of sewer mains, two of the world's largest water treatment facilities, and over 2,100 employees. He manages an annual operating budget of approximately $1.4 billion and a capital budget of approximately 750 million dollars annually.

When he previously held the position, Commissioner Conner created a Division of Performance Management to elevate professionalism in the department; established mandatory EEO training for all employees to improve the department's culture; and oversaw the implementation of the ambitious 10-year "Building a New Chicago" capital plan which represented a $6 billion investment in water infrastructure to support the city's future growth.

Region 8: ***for a four-year term through 2030***

- **Julie Anderson, Chief of Staff, Denver Water (incumbent)**

  Julie Anderson is an executive leader known for building high-performing organizations across sectors, from Fortune 500 companies to public utilities. She is a trusted business partner with expertise in strategic planning, financial management, customer engagement, public affairs, continuous improvement, and culture building.

  Julie currently serves as Chief of Staff at Denver Water, where she works closely with the seven-member executive team to address day-to-day operational and organizational priorities. She leads long-term organizational strategy and the implementation of key strategic initiatives, while also overseeing Public Affairs, Human Resources, Learning and Organizational Development, and Continuous Improvement.

  Before joining Denver Water, Julie held corporate leadership roles at Coors and Molson Coors, where she enhanced the scale and quality of a North American Consumer Affairs program. She also spent five years in the financial sector at OppenheimerFunds, where she co-led a 500-seat contact center focused on the financial advisor and investor experience.

Region 9: ***for a four-year term through 2030***

- **Doa Ross, Deputy General Manager, Engineering and Operations, Las Vegas Valley Water District**

  Doa Ross is the Deputy General Manager of Engineering and Operations for the Las Vegas Valley Water District and the Southern Nevada Water Authority.

  Doa has been with the organization since 2000 and manages four departments with more than 750 employees within the Engineering, Operations, Infrastructure Management, and Water Quality and Treatment departments. These departments are primarily responsible for the planning, design, construction, asset management, treatment and distribution of hundreds of millions of gallons of safe drinking water within Southern Nevada to 2.4 million residents and visitors every day.

With over 25 years of experience related to water supply management, Doa brings a passion for innovation in the areas of smart water technology and water loss management, and incorporates innovative solutions into the projects and management of the system. She is responsible for executing the design and construction of the critical water projects included in the Water Authority's Major Construction and Capital Program and the District's Capital Improvement Plan.

Region 10: ***for a four-year term through 2030***

- **Alex Chen, Chief Operating Officer, Seattle Public Utilities (incumbent)**

  Alex Chen is the Chief Operating Officer for Seattle Public Utilities, serving 1.6 million customers. He has been responsible for many aspects of utility management, including planning, design, construction, and operations and maintenance of water supply and dam safety, water and wastewater treatment, storage, pumping, and conveyance facilities. He has worked for private consultants as well as public utilities.

  He has experience managing teams of varying sizes over several decades. He currently supervises about 400 staff across five divisions. He also manages a $100M annual capital budget and a $300M annual O&M budget.

  His project and program management experience includes projects ranging in size from 10,000 gallons per day to 180 million gallons per day. His experience also includes real-time reservoir and river operations, long-term planning and asset management, design and construction of utility facilities, regulatory agency coordination, and managing stakeholder and customer relationships.

At-Large A-1: ***for a four-year term through 2030***

- **Todd Swingle, CEO/Executive Director, Toho Water Authority (incumbent)**

  Todd Swingle serves as the CEO / Executive Director for the Toho Water Authority (Toho) in Kissimmee, Florida. Toho serves approximately 175,000 connections with services including Water, Wastewater, and Reuse Water. Mr. Swingle leads over 600 employees that operate 24 water and water reclamation facilities, over 4,800 miles of pipelines, 630 pump stations, and a 5-year capital program of approximately $1.7B.

  Before joining Toho, Mr. Swingle spent over 25 years serving in various environmental management roles in the utilities, consulting, and manufacturing spaces in the US and globally. He is active in a variety of civic and professional organizations focused on community and the environment. Professionally, Mr. Swingle serves as a board member for the National Association of Clean Water Agencies, the Association of Metropolitan Water Agencies, the Water Research Foundation, and the Florida Water Environment Association Utility Council. Mr. Swingle holds Bachelor's and Master's Degrees in Environmental Engineering from the University of Central Florida, an MBA from the University of Florida, and is a registered Professional Engineer.

Attachment 2

AMWA Board of Directors election ballot

Please use this ballot to cast your vote on candidates for AMWA's Board of Directors. Per AMWA's bylaws, the association's Nominating Committee and Board of Directors have formally nominated individuals for each seat up for election this year. Those nominees are noted below. Incumbents running for reelection are also noted where applicable. Please cast your votes no later than **Wednesday, August 26**.

* Indicates required question

1. Please provide your name (optional)

2. Please provide your utility (optional)

"Class A" Board seats

These directors will be elected to serve full four-year terms that run through 2030.

3. **Region 5** *

Mark only one oval.

- ( ) Randy Conner, Chicago Department of Water Management (nominated by the Nominating Committee)
- ( ) Abstain

4. **Region 8** *

Mark only one oval.

- Julie Anderson, Denver Water (incumbent, nominated by the Nominating Committee)
- Abstain

5. **Region 9** *

Mark only one oval.

- Doa Ross, Las Vegas Valley Water District (nominated by the Nominating Committee)
- Abstain

6. **Region 10** *

Mark only one oval.

- Alex Chen, Seattle Public Utilities (incumbent, nominated by the Nominating Committee)
- Abstain

7. **At-Large A-1** *

Mark only one oval.

- Todd Swingle, Toho Water Authority (incumbent, nominated by the Nominating Committee)
- Abstain

"Class C" Board seats

This director will be elected to serve the remainder of a term that runs through 2028.

8. **Region 1** *

Mark only one oval.

- John Sullivan, Boston Water and Sewer Commission (nominated by the Nominating Committee)
- Abstain

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Google Forms

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Weekly Water Report	As of: August 4,2026	As of: August 11, 2026	
New Hogan (NHG) TOC	**317,100**		**AF**
Storage:	179,401		AF
Net Storage Change:	3,297		AF
Inflow:	54		CFS
Release:	233		CFS
New Melones (NML) Allocation	**0**		**AF**
Storage:	1,609,413		AF
Net Storage change:	16,351		AF
Inflow:	699		CFS
Release:	1,533		CFS
Source: CDEC Daily Reports			

Goodwin Diversion (GDW)			
Inflow (Tulloch Dam):	1,729		CFS
Release to Stanislaus River (S-98):	252		CFS
Release to OID (JT Main):	1,029		CFS
Release to SSJID (SO Main):	441		CFS
Release to SEWD & CSJWCD:	294		CFS
Total Release	2,016		CFS
Source: Tri-Dam Operations Daily Report			
Farmington Dam (FRM)			
Diverted to SEWD:	115		CFS
Diverted to CSJWCD:	210		CFS

Surface Water Used			
Irrigators on New Hogan:	47		
Irrigators on New Melones:	3		
Out-Of-District Irrigators:	2		
DJWWTP Production:	52		MGD
North Stockton:	12		MGD
South Stockton:	11		MGD
Cal Water:	28		MGD
City of Stockton DWSP Production:	20		MGD

District Ground Water Extraction			
74-01	0		GPM
74-02	0		GPM
North	0		GPM
South	0		GPM
Extraction Well # 1	0		GPM
Extraction Well # 2	0		GPM
Total Well Water Extraction	0		GPM
Total Ground Water Production	0		MGD

Note:

****The data reported here is available as of 08/09/26**

***The data reported here is available as of 08/10/26**

All other flow data reported here is preliminary, as of 9:00 a.m. on 08/11/26

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