



**INDUSTRY PUBLIC UTILITIES
COMMISSION
SPECIAL MEETING AGENDA**

JUNE 10, 2025 AT 9:00 AM

PRESIDENT CORY C. MOSS
COMMISSIONER MICHAEL GREUBEL
COMMISSIONER STEVE MARCUCCI
COMMISSIONER MARK D. RADECKI
COMMISSIONER NEWELL W. RUGGLES

LOCATION: City Council Chambers, 15651 Mayor Dave Way
City of Industry, California

ADDRESSING THE COMMISSION:

Agenda Items: Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.

Public Comments (Agenda Items Only): During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.

At the time of publication, no Commissioners intend to take part in the special meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Commissioner will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 221 589 242 473 7

Meeting Passcode: BF9Th2J9

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 275 424 649#

AMERICANS WITH DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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1. Call to Order
 2. Flag Salute
 3. AB 2449 Vote on Emergency Circumstances (if necessary)
 4. Roll Call
 5. Presentations

6. CONSENT CALENDAR

- 6.1. Consideration of the Register of Demands for May 22, 2025

RECOMMENDED ACTION: Ratify the Register of Demands for May 22, 2025.

- 6.2. Consideration of the Register of Demands for June 12, 2025

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Commission Officials to pay the bills.

- 6.3. Consideration of the minutes of the June 13, 2024 regular meeting, July 11, 2024 regular meeting, December 12, 2024 regular meeting, January 9, 2025 regular meeting, January 23, 2025 special meeting, February 13, 2025 regular meeting, March 19, 2025 special meeting, April 10, 2025 regular meeting, and May 8, 2025 regular meeting

RECOMMENDED ACTION: Approve as submitted.

- 6.4. Consideration of the Professional Services Agreement with The Dry Utility Group, Inc., for on-call Utility Engineering Services, in an amount not-to-exceed \$400,000 through June 30, 2028

RECOMMENDED ACTION: Approve the Agreement.

- 6.5. Industry Public Utilities 2024 Consumer Confidence Report

RECOMMENDED ACTION: Receive and file the report.

- 6.6. Report from the General Manager for the La Puente Valley County Water District regarding the Industry Public Utilities Water Operations

RECOMMENDED ACTION: Receive and file the report.

- 6.7. Consideration of a Professional Services Agreement with Electrical Power Systems, Inc., for design and engineering services for the relocation and upgrade of the existing WDAT at the Pacific Palms Hotel, in an amount not-to-exceed \$300,000.00, through June 30, 2028 (MP 02-05 #28)

RECOMMENDED ACTION: Approve the Agreement.

- 6.8. Consideration of Amendment No. 4 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., for operations and maintenance services for the Waddingham Substation, extending the term through June 30, 2028, revising the rate schedule, and increasing compensation by \$200,000.00 (MP 02-05 #7)

RECOMMENDED ACTION: Approve the Amendment.

- 6.9. Update on 2025 Wildfire Mitigation Plan for Industry Public Utilities (MP 02-05)

RECOMMENDED ACTION: Request public comments on the 2024 Wildfire Mitigation Plan.

- 6.10. Consideration of Resolution No. IPUC 2025-02 - A Resolution of the Industry Public Utilities Commission ("IPUC") Adopting the FY 2025-2026 IPUC Budget

RECOMMENDED ACTION: Adopt Resolution No. IPUC 2025-02.

7. **ACTION ITEMS-NONE**

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION**

10. **PUBLIC UTILITIES DIRECTOR COMMENTS**

11. **AB 1234 REPORTS**

12. **COMMISSIONER COMMUNICATIONS**

13.

13. Adjournment. The next regular Industry Public Utilities Commission Meeting is Tuesday, July 10, 2025, at 9:00 AM.

ITEM NO. 6.1

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting May 22, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	243,061.31
161	IPUC ELECTRIC FUND	253,402.60
TOTAL ALL FUNDS		496,463.91

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	496,463.91
TOTAL ALL BANKS		496,463.91

APPROVED PER PUBLIC UTILITIES DIRECTOR

Joshua Nelson

DATE

5/14/2025

Industry Public Utilities Commission
Wells Fargo Electric - Wire Transfers
May 22, 2025

P. 1

Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

WT172	04/30/2025	INDUSTRY PUBLIC UTILITIES COMMIS		\$13,533.06
	Invoice	Date	Description	Amount
	04/30/2025	04/30/2025	TRANSFER PUBLIC BENEFIT CHARGES FOR MAR 2025	\$13,533.06

Checks	Status	Count	Transaction Amount
	Total	1	\$13,533.06

Industry Public Utilities Commission
Wells Fargo - Electric
May 22, 2025

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Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
11733	05/07/2025	CALPINE ENERGY SOLUTIONS, LLC		\$148,362.70
	Invoice	Date	Description	Amount
	251210021480839	05/01/2025	WHOLESALE USE MAR 2025	\$148,362.70
11734	05/07/2025	FRONTIER		\$839.82
	Invoice	Date	Description	Amount
	2025-00001756	04/19/2025	4/19-5/18/25 SVC-21660 VALLEY BLVD	\$86.81
	2025-00001757	04/19/2025	4/19-5/18/25 SVC-21415 BAKER PKWY	\$76.67
	2025-00001758	04/22/2025	4/22-5/21/25 SVC-21858 VALLEY BLVD	\$80.71
	2025-00001759	04/22/2025	4/22-5/21/25 SVC-21733 BAKER PKWY BLDG 21	\$76.67
	2025-00001760	04/19/2025	4/19-5/18/25 SVC-21438 BAKER PKWY BLDG 25	\$76.67
	2025-00001782	04/25/2025	4/25-5/24/25 SVC-21535 BAKER PKWY BLDG 20	\$76.67
	2025-00001783	04/25/2025	4/25-5/24/25 SVC-21760 GARCIA LN	\$115.06
	2025-00001784	04/28/2025	4/28-5/27/25 SVC-21912 GARCIA LN	\$115.06
	2025-00001785	04/28/2025	4/28-5/27/25 SVC-21700 BAKER PKWY BLDG 23	\$76.67
	2025-00001786	04/28/2025	4/28-5/27/25 SVC-179 S GRAND AVE	\$58.83
11735	05/07/2025	SOUTHERN CALIFORNIA EDISON		\$16,202.37
	Invoice	Date	Description	Amount
	2025-00001779	05/01/2025	4/1-4/30/25 SVC-208 S WADDINGHAM	\$12,980.91
	2025-00001780	05/01/2025	4/1-4/30/25 SVC-VARIOUS SITES	\$246.09
	2025-00001781	05/01/2025	4/1-4/30/25 SVC-208 S WADDINGHAM	\$2,975.37
11736	05/07/2025	SOUTHERN CALIFORNIA EDISON		\$182.29
	Invoice	Date	Description	Amount
	7501823703	04/25/2025	12/1-12/31/25 SVC-RELIABILITY CHARGES WDAT'S	\$182.29

Industry Public Utilities Commission
Wells Fargo - Electric
May 22, 2025

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Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
11737	05/14/2025	FRONTIER		\$2,988.86
	Invoice	Date	Description	Amount
	2025-00001820	05/01/2025	5/1-5/31/25 SVC-21700 VALLEY BLVD	\$80.50
	2025-00001821	05/01/2025	5/1-5/31/25 SVC-21650 VALLEY BLVD	\$76.46
	2025-00001826	05/04/2025	5/4-6/3/25 SVC-21858 GARCIA LN	\$114.85
	2025-00001827	05/04/2025	5/4-6/3/25 SVC-21620 VALLEY BLVD	\$80.50
	2025-00001861	05/01/2025	5/1-5/31/25 SVC-VARIOUS SITES	\$2,636.55
11738	05/14/2025	SOUTHERN CALIFORNIA EDISON		\$407.28
	Invoice	Date	Description	Amount
	7501748497	11/25/2024	7/1-7/31/24 SVC-RELIABILITY CHARGES WDAT'S	\$201.53
	7501755586	12/27/2024	8/1-8/31/24 SVC-RELIABILITY CHARGES FOR WDAT'S	\$205.75
11739	05/22/2025	ANIXTER INC.		\$239,198.81
	Invoice	Date	Description	Amount
	5651194-02	04/10/2025	ELECTRICAL EQUIP FOR IPUC DISTRIBUTION LINE EX	\$239,198.81
11740	05/22/2025	ASTRUM UTILITY SERVICES, LLC		\$17,680.00
	Invoice	Date	Description	Amount
	042501	04/30/2025	CONSULTING SVC FOR IPUC- APRIL 2025	\$17,680.00
11741	05/22/2025	BRAUN BLAISING SMITH WYNNE, P.C.		\$228.66
	Invoice	Date	Description	Amount
	22583	04/28/2025	LEGAL SVC-IPUC	\$228.66
11742	05/22/2025	CASSO & SPARKS, LLP		\$3,638.68
	Invoice	Date	Description	Amount

Industry Public Utilities Commission
Wells Fargo - Electric
May 22, 2025

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Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
	21085	05/12/2025	FY 24/25 LEGAL SVC-IPUC EL	\$3,638.68
11743	05/22/2025	CNC ENGINEERING		\$23,062.51
	Invoice	Date	Description	Amount
	512513	05/08/2025	CITY ELECTRICAL FACILITIES	\$19,200.01
	512514	05/08/2025	AUTOMATIC METER READING	\$150.00
	512516	05/08/2025	WDAT INSTALLATION AT PUENTE HILLS MALL	\$2,400.00
	512517	05/08/2025	WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$450.00
	512518	05/08/2025	DISTRIBUTION LINE EXTENSION AT 999 HATCHER AVE	\$862.50
11744	05/22/2025	ENCO UTILITY SERVICES		\$21,619.00
	Invoice	Date	Description	Amount
	INV71209	05/02/2025	CUSTOMER ACCT SVC-APRIL 2025	\$21,619.00
11745	05/22/2025	MORTISE & TENON BUILDING CORP		\$3,664.00
	Invoice	Date	Description	Amount
	240	04/02/2025	RELOCATE IPUC MATERIAL TO WADDINGHAM STATIO	\$3,664.00
11746	05/22/2025	PACIFIC UTILITY INSTALLATION		\$3,565.00
	Invoice	Date	Description	Amount
	32025	03/31/2025	UTILITY OPERATIONS & SVC'S	\$3,565.00
11747	05/22/2025	POWER ENGINEERS INCORPORATED		\$1,097.87
	Invoice	Date	Description	Amount
	ARIV1191572	05/01/2025	REMOTE MONITORING-WADDINGHAM SUB STN	\$1,097.87
11748	05/22/2025	THE TECHNOLOGY DEPOT		\$193.00

Industry Public Utilities Commission
Wells Fargo - Electric
May 22, 2025

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Check	Date	Payee Name	Check Amount
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IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK

Invoice	Date	Description	Amount
28042	03/31/2025	CLOUD CONNECT-WADDINGHAM SUBSTATION ANNU,	\$193.00

Checks	Status	Count	Transaction Amount
	Total	16	\$482,930.85

ITEM NO. 6.2

INDUSTRY PUBLIC UTILITIES COMMISSION

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting June 12, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
122	IPU-ELECTRIC CAPITAL IMPROVEMENT	19,089.27
560	IPU-WATER CAPITAL IMPROVEMENT	14,698.06
161	IPUC ELECTRIC FUND	288,225.67
165	IPUC ELECTRIC CARB	34,860.49
123	IPUC WATER CIP	53,544.55
TOTAL ALL FUNDS		410,418.04

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPUCELEC.WF	IPUC ELECTRIC WELLS FARGO CKING	210,722.90
IPUC.EEP	IPUC ENERGY EFFICIENCY PROGRAM	96,592.04
IPUCCAR.WFCHK	IPUC ELECTRIC CARB CKING	34,860.49
IPUC.CHK	IPUC WATER BOFA CKING	68,242.61
TOTAL ALL BANKS		410,418.04

APPROVED PER PUBLIC UTILITIES DIRECTOR



DATE

6/5/2025

Industry Public Utilities Commission
Wells Fargo - Energy Efficiency Program
June 12, 2025

P. 1

Check	Date	Payee Name			Check Amount
IPUCEEP.WF.CHK - IPUC EEP WELLS FARGO CK					
500014	06/12/2025	AM WIND REPOWER LLC			\$71,805.61
	Invoice	Date	Description	Amount	
	IA2025000019	05/29/2025	POWER PURCHASE-APRIL 2025	\$71,805.61	
500015	06/12/2025	GASKELL TEP LLC			\$24,786.43
	Invoice	Date	Description	Amount	
	GW2B02-2025IPU	05/30/2025	RENEWABLE ENERGY-FEB 2025	\$24,786.43	

Checks	Status	Count	Transaction Amount
	Total	2	\$96,592.04

Industry Public Utilities Commission
Wells Fargo - CARB
June 12, 2025

Check	Date	Payee Name		Check Amount
IPUCCAR.WF.CHK - IPUC CAR WELLS FARGO CK				
65009	06/12/2025	GASKELL TEP LLC		\$34,860.49
	Invoice	Date	Description	Amount
	GW2B02-2025IPU-A	05/30/2025	RENEWABLE ENERGY-FEB 2025	\$34,860.49

Checks	Status	Count	Transaction Amount
	Total	1	\$34,860.49

Industry Public Utilities Commission
Bank of America - Water
June 12, 2025

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Check	Date		Payee Name	Check Amount
IPUC.CHK - IPUC Water BofA Checking				
40825	05/07/2025	05/31/2025	VALLEY VISTA SERVICES, INC	\$265.14
	Invoice	Date	Description	Amount
	2240430	04/30/2025	IPU WATER-14063 PROCTOR AVE	\$265.14
40826	05/14/2025	05/31/2025	SOUTHERN CALIFORNIA EDISON	\$11,867.92
	Invoice	Date	Description	Amount
	2025-00001812	05/02/2025	3/31-4/29/25 SVC-1991 WORKMAN MILL RD U	\$11,867.92
40827	06/12/2025		CASSO & SPARKS, LLP	\$565.00
	Invoice	Date	Description	Amount
	21085A	05/12/2025	FY 24/25 LEGAL SVC-IPUC WTR	\$565.00
40828	06/12/2025		CNC ENGINEERING	\$17,715.00
	Invoice	Date	Description	Amount
	512637	05/22/2025	TURNBULL CANYON ROAD AND SALT LAKE AVE.WATE	\$17,690.00
	512638	05/22/2025	LOMITAS GENERATOR (CIP-WU-P-19-060-B)	\$25.00
40829	06/12/2025		CORA CONSTRUCTORS INC	\$35,829.55
	Invoice	Date	Description	Amount
	#5RET-IPU-0011	06/01/2025	RETENTION LOMITAS GENERATOR REPLACEMENT & I	\$35,829.55
40830	06/12/2025		INDUSTRY PUBLIC UTILITIES COMMIS	\$2,000.00
	Invoice	Date	Description	Amount
	5/27/2025	05/27/2025	REPLENISH PAYROLL ACCT FOR MAY 2025	\$2,000.00

Industry Public Utilities Commission
Bank of America - Water
June 12, 2025

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Check	Date	Payee Name	Check Amount
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IPUC.CHK - IPUC Water BofA Checking

Checks	Status	Count	Transaction Amount
Total		6	\$68,242.61

Industry Public Utilities Commission
Wells Fargo - Electric
June 12, 2025

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Check	Date		Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
11749	05/20/2025	05/31/2025	FRONTIER	\$50.01
	Invoice	Date	Description	Amount
	2025-00001908	05/07/2025	5/7-6/6/25 SVC-408 BREA CYN RD	\$50.01
11750	05/28/2025		CALPINE ENERGY SOLUTIONS, LLC	\$122,251.75
	Invoice	Date	Description	Amount
	251410021591814	05/21/2025	WHOLESALE USE-APRIL 2025	\$122,251.75
11751	05/28/2025		FRONTIER	\$1,499.22
	Invoice	Date	Description	Amount
	2025-00001909	05/10/2025	5/10-6/9/25 SVC-21640 VALLEY BLVD	\$76.46
	2025-00001910	05/09/2025	5/9-6/8/25 SVC-208 WADDINGHAM WAY	\$890.00
	2025-00001911	05/10/2025	5/10-6/9/25 SVC-21508 BAKER PKWY BLDG 22	\$76.46
	2025-00001912	05/10/2025	5/10-6/9/25 SVC-21808 GARCIA LN	\$114.85
	2025-00001913	05/10/2025	5/10-6/9/25 SVC-747 S ANAHEIM PUENTE RD	\$341.45
11752	05/28/2025		SOUTHERN CALIFORNIA EDISON	\$11,154.88
	Invoice	Date	Description	Amount
	7501827049	05/15/2025	4/1-4/30/25 SVC-133 N AZUSA AVE	\$1,860.71
	7501827050	05/15/2025	4/1-4/30/25 SVC-208 S WADDINGHAM	\$8,266.71
	7501827043	05/15/2025	4/1-4/30/25 SVC-745 ANAHEIM-PUENTE RD	\$1,027.46
11753	06/04/2025		FRONTIER	\$259.74
	Invoice	Date	Description	Amount
	2025-00001975	05/19/2025	5/19-6/18/25 SVC-21438 BAKER PKWY BLDG 25	\$76.46
	2025-00001976	05/19/2025	5/19-6/18/25 SVC-21660 VALLEY BLVD	\$106.82
	2025-00001977	05/19/2025	5/19-6/18/25 SVC-21415 BAKER PKWY	\$76.46

Industry Public Utilities Commission
Wells Fargo - Electric
June 12, 2025

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Check	Date	Payee Name			Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK					
11754	06/12/2025	ANIXTER INC.			\$2,004.27
	Invoice	Date	Description	Amount	
	6049753-00	05/22/2024	ELECTRICAL EQUIP FOR IPUC DISTRIBUTION LINE EX	\$2,004.27	
11755	06/12/2025	ASTRUM UTILITY SERVICES, LLC			\$17,680.00
	Invoice	Date	Description	Amount	
	052501	05/30/2025	CONSULTING SVC FOR IPUC-MAY 2025	\$17,680.00	
11756	06/12/2025	BRAUN BLAISING SMITH WYNNE, P.C.			\$326.65
	Invoice	Date	Description	Amount	
	22635	05/27/2025	LEGAL SVC-IPUC	\$326.65	
11757	06/12/2025	CNC ENGINEERING			\$34,880.00
	Invoice	Date	Description	Amount	
	512630	05/22/2025	CITY ELECTRICAL FACILITIES	\$23,705.00	
	512631	05/22/2025	IPUC ELECTRICAL CAPITAL IMPROVEMENTS AT THE II	\$670.00	
	512632	05/22/2025	DISTRIBUTION LINE EXTENSION TO PUENTE HILLS MA	\$335.00	
	512633	05/22/2025	WDAT INSTALLATION AT PUENTE HILLS MALL	\$8,645.00	
	512634	05/22/2025	WDAT RELOCATION AT PACIFIC PALMS HOTEL & LINE	\$750.00	
	512635	05/22/2025	REMOTE MONITORING OF WADDINGHAM SUBSTATIO	\$600.00	
	512636	05/22/2025	DISTRIBUTION LINE EXTENSION AT 999 HATCHER AVE	\$175.00	
11758	06/12/2025	COUNTY OF LA - DEPT OF AGRICULTI			\$94.97
	Invoice	Date	Description	Amount	
	251501	04/21/2025	PEST CONTROL-WADDINGHAM POWER PLANT	\$94.97	

Industry Public Utilities Commission
Wells Fargo - Electric
June 12, 2025

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Check	Date	Payee Name		Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK				
11759	06/12/2025	ELECTRICAL POWER SYSTEMS, INC.		\$2,080.00
	Invoice	Date	Description	Amount
	11663	05/06/2025	CONSULTANT SVC-PUENTE HILLS MALL DEVELOPME	\$2,080.00
11760	06/12/2025	NV5, INC.		\$9,315.00
	Invoice	Date	Description	Amount
	447436	05/09/2025	ON CALL ELEC ENG SVC-APR 2025	\$935.00
	447433	05/09/2025	ON CALL ELEC ENG SVC-APR 2025	\$1,275.00
	447438	05/09/2025	ON CALL ELEC ENG SVC-APR 2025	\$2,040.00
	447437	05/09/2025	ON CALL ELEC ENG SVC-APR 2025	\$5,065.00
11761	06/12/2025	PACIFIC UTILITY INSTALLATION		\$4,200.00
	Invoice	Date	Description	Amount
	32373	05/15/2025	OPERATIONS & MAINT AGREEMENT-WADDINGHAM S1	\$4,200.00
11762	06/12/2025	SENSUS USA INC.		\$4,500.00
	Invoice	Date	Description	Amount
	ZA25006203	03/29/2025	AUTOMATED METER READING-208 S WADDINGHAM VI	\$4,500.00
11763	06/12/2025	SOUTHERN CALIFORNIA EDISON		\$289.86
	Invoice	Date	Description	Amount
	7501828366	05/27/2025	1/1-1/31/25 SVC-RELIABILITY CHARGES WDAT'S	\$289.86
11764	06/12/2025	UNDERGROUND SERVICE ALERT OF S		\$136.55
	Invoice	Date	Description	Amount
	420250180	05/01/2025	DIG ALERTS	\$52.55
	520250182	06/01/2025	DIG ALERTS	\$84.00

Industry Public Utilities Commission
Wells Fargo - Electric
June 12, 2025

Check	Date	Payee Name	Check Amount
IPUCELEC.WF.CHK - IPUC Electric Wells Fargo CHK			

Checks	Status	Count	Transaction Amount
Total		16	\$210,722.90

ITEM NO. 6.3

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 13, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

President Moss asked for a staff report on Item No. 6.6.

Commissioner Ruggles asked for a staff report on Item Nos. 6.7, 6.9, and 6.11.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 23, 2024

RECOMMENDED ACTION: Ratify the Register of

INDUSTRY PUBLIC UTILITIES COMMISSION
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Demands for May 23, 2024.

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 13, 2024

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.*

6.3 CONSIDERATION OF THE MINUTES OF THE APRIL 11, 2024 REGULAR MEETING

RECOMMENDED ACTION: *Receive and file the report.*

6.4 INDUSTRY PUBLIC UTILITIES 2023 CONSUMER CONFIDENCE REPORT

RECOMMENDED ACTION: *Receive and file the report.*

6.5 INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT (JAN-MAR 2024)

RECOMMENDED ACTION: *Receive and file the report.*

6.6 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: *Receive and file the Report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

6.7 RATIFICATION OF LEGAL SERVICES AGREEMENT FOR THE PURPOSE OF INVESTIGATING AND ASSESSING POTENTIAL CLAIMS ARISING OUT OF THE PRESENCE OF PER- AND POLYFLUOROALKYL SUBSTANCES ("PFAS") CONTAMINANTS IN WATER SUPPLY WELLS AFFECTING THE CITY'S WATERWORKS SYSTEM

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Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

RECOMMENDED ACTION: *Ratify the Agreement.*

6.8 CONSIDERATION OF NOTICE OF COMPLETION, FOR CONTRACT NO. IPU-0012, STREETLIGHT INSTALLATION AT INDUSTRY BUSINESS CENTER)

RECOMMENDED ACTION: *Approve the Notice of Completion and Authorize the Engineering Manager to execute the Notice of Completion.*

6.9 CONSIDERATION OF A GROUNDWATER PRODUCTION RIGHTS LEASE WITH LA PUENTE VALLEY COUNTY WATER DISTRICT

RECOMMENDED ACTION: *Approve the Agreement.*

Engineering Manager, Mat Hudson provided a staff report regarding the Production Rights Lease and was available to answer any questions.

6.10 CONSIDERATION OF RESOLUTION NO. IPUC 2024-04 - A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING AN UPDATED WILDFIRE MITIGATION PLAN FOR INDUSTRY PUBLIC UTILITIES

RECOMMENDED ACTION: *Adopt Resolution No. IPUC 2024-04*

6.11 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RICHARD HEATH & ASSOCIATES, INC., EXTENDING THE TERM THROUGH JUNE 30, 2027, AND REVISING THE RATE SCHEDULE (MP 02 05)

RECOMMENDED ACTION: *Approve the Amendment.*

Dev Birla, Operations Manager at CNC Engineering, provided a staff report regarding the extended terms and rate schedule, and was available to answer any questions.

Armando Herman spoke for one minute in opposition to the Consent Calendar.

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MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Armando Herman spoke for one minute about his first amendment, freedom of speech rights, to include the tolerance of all unpleasant forms of speech. He spoke about his opposition to government policies/leadership and provided documents for the record.

President Moss asked if anyone else from the public had comments regarding items not listed on the agenda. There were none.

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ADJOURNMENT

President Moss adjourned today's meeting in memory of Keith Bowman, who served 24 years at La Puente Valley County Water District and provided a proclamation to Roy Frausto in his honor.

There being no further business, the Industry Public Utilities Commission adjourned at 8:46 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
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CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

President Moss asked for a staff report on Item Nos. 6.3 and 6.5.

Commissioner Ruggles asked for a staff report on Item No 6.4.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 27, 2024

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RECOMMENDED ACTION:
Demands for May 23, 2024.

Ratify the Register of

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 11, 2024

RECOMMENDED ACTION:
Demands and authorize the appropriate IPUC officials to pay the bills.

Approve the Register of

6.3 CONSIDERATION OF RESOLUTION NO. IPUC 2024-05, A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2024-2025

RECOMMENDED ACTION:
2024-05.

Adopt Resolution No.

Director of Finance, Yamini Pathak provided a staff report regarding blanket purchase orders for vendors and was available to answer any questions.

6.4 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH POWER ENGINEERS, INC., EXTENDING THE TERM THROUGH JUNE 30, 2026, REVISING SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY \$120,000.00 (MP 02-05 #7)

RECOMMENDED ACTION:

Approve the Amendment.

Dev Birla, Operations Manager at CNC Engineering, provided a staff report regarding the amendment to extend terms and revise scope of services, and was available to answer any questions.

6.5 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION:
Report.

Receive and file the

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Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and told the Commission that this past week a new statewide regulation was passed that will affect Urban Water Suppliers in 2025. It will affect water suppliers with at least 3000 users. The City of Industry supplies less than 2000 users, so this is information only, in case you hear about it, but will not affect the City of Industry. Roy Frausto was available to answer any questions.

There were no public comments.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

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PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:46 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
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CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Commissioner Ruggles asked for a staff report of Item Nos. 6.3, and 6.4.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 28, 2024

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RECOMMENDED ACTION:
for November 28, 2024.

Ratify the Register of Demands

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 12, 2024

RECOMMENDED ACTION:
Demands and authorize the appropriate IPUC officials to pay the bills.

Approve the Register of

6.3 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH ADB COMPANIES, LLC, TO PROVIDE AUTOMATED METERING INFRASTRUCTURE BASE STATIONS INSPECTION SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$60,000.00, THROUGH DECEMBER 31, 2027

RECOMMENDED ACTION:

Approve the Agreement.

Dev Birla, Operations Manager at CNC Engineering, provided a staff report and was available to answer any questions.

6.4 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION:

Receive and file the Report.

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

Mike Greenspan and Armando Herman each spoke for one minute about their opposition to the Consent Calendar.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE

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ABSENT: COMMISSIONERS: NONE
ABSTAIN: COMMISSIONERS: NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:41 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

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CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

President Moss warned that there will be no outbursts allowed from the public or you will be removed from the meeting. This will be the one and only warning.

CONSENT CALENDAR

Mike Greenspan and Armando Herman each spoke for one minute in opposition of the Consent Calendar.

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6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 26, 2024

RECOMMENDED ACTION: *Ratify the Register of Demands for December 26, 2024.*

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 9, 2025

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.*

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

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PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:39 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by Commissioner Greubel at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by Commissioner Greubel.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

ABSENT: Cory C. Moss, President

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; Bianca Sparks, Assistant General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Commissioner Greubel asked for a staff report on Item Nos. 6.2, and 6.3.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 23, 2025

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RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.*

6.2 CONSIDERATION OF AMENDMENT NO. 1 TO THE FACILITIES CONTRACT WITH VALLEY VISTA SERVICES, INC., LOCATED AT 999 SOUTH HATCHER AVENUE, AND REVISIONS TO ELECTRIC RULE 15 – DISTRIBUTION LINE EXTENSION

RECOMMENDED ACTION: *Approve the Amendment.*

Len Viejo, Project Manager with Astrum, provided a staff report for the Commission regarding a Facilities Contract with Valley Vista Services, Inc., and Dev Birla, Operations Manager at CNC Engineering, provided additional information explaining the revision to Electric Rule 15. Both were available to answer any questions.

6.3 REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: *Receive and file the Report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER RUGGLES TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	P/MOSS
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

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CLOSED SESSION-NONE

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 9:35 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

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CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:42 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; James M. Casso, General Counsel; Bianca Sparks, Assistant General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2025

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate IPUC officials to pay the bills.

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6.2. ANNUAL FINANCIAL REPORTS FOR THE INDUSTRY PUBLIC UTILITIES, YEAR ENDING JUNE30, 2024

RECOMMENDED ACTION: *Receive and File the Annual Financial Reports for FY 2023-24.*

6.3. INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT (OCTOBER – DECEMBER 2024)

RECOMMENDED ACTION: *Receive and file the report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

Armando Herman and Industry Indian each spoke for one minute in opposition of the Consent Calendar.

MOTION BY COMMISSIONER GREUBEL, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION

City Clerk Gutierrez-Robles announced there was a need for Closed Session as follows:

- 9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

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Armando Herman and Industry Indian each spoke for one minute in opposition of Closed Session.

President Moss recessed the meeting into Closed Session at 8:58 a.m.

President Moss reconvened the meeting at 10:44 a.m.

General Counsel James M. Casso reported out of Closed Session. All members of the Commission were present.

With regard to Closed Session Item No. 9.1, direction was given to the Agency Counsel, no final action taken.

Nothing further to report at this time.

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Armando Herman spoke for one minute about his first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. He spoke about his opposition to government policies/leadership and provided documents for the record.

Industry Indian spoke for one minute about his request for the City of Industry to start an assistance program for utility costs.

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ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 10:48 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
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CALL TO ORDER

The Special Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner

ABSENT: Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; Bianca Sparks, Assistant General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

President Moss pulled Item No. 6.3 from the agenda. Roy Frausto, General Manager of the La Puente Valley County Water District, was unable to attend today's meeting. He will provide the information to us at the next regular meeting.

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6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 27, 2025 AND MARCH 13, 2025.

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills.

Note was made by President Moss to Ratify the Register of Demands for February 27, 2025, rather than Approve as stated on the agenda.

6.2. PRESENTATION OF THE FY 2024-2025 MID-YEAR BUDGET REPORT, AND CONSIDERATION OF RESOLUTION NO. IPUC 2025-01, ADOPTING THE FY 2024-2025 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE INDUSTRY PUBLIC UTILITIES, AND THE FY 2024-2025 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: Receive and file the FY 25 Mid-Year Budget Report and adopt Resolution No. IPUC 2025-01, approving the Proposed FY 25 Mid-Year Budget Amendments.

6.3. REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: Receive and file the report.

This item was pulled from the agenda

President Moss asked if there were any public comments regarding the Consent Calendar. There were none.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER MARCUCCI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	RUGGLES
ABSTAIN:	COMMISSIONERS:	NONE

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ACTION ITEMS

There were none.

PUBLIC HEARINGS

There were none.

CLOSED SESSION

There were none.

PUBLIC UTILITIES DIRECTOR COMMENTS

Josh Nelson, Public Utilities Director, reported that we do have both our wind and solar projects up and running now, so our power supply usage is probably in the 85-90% range coming from renewable sources.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:35 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

INDUSTRY PUBLIC UTILITIES COMMISSION
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CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:32 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Mayor Moss asked for a staff report on Item No. 6.7.

Commissioner Ruggles asked for a staff report on Item Nos. 6.4 and 6.8.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 27, 2025

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RECOMMENDED ACTION:
Demands of March 27, 2025.

Ratify the Register of

6.2. CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 10, 2025

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate Agency Officials to pay the bills.*

6.3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 12, 2024 REGULAR MEETING, OCTOBER 10, 2024 REGULAR MEETING, AND THE NOVEMBER 14, 2024 REGULAR MEETING

RECOMMENDED ACTION:

Approve as submitted.

6.4. CONSIDERATION OF A GROUNDWATER PRODUCTION RIGHTS LEASE WITH LA PUENTE VALLEY COUNTY WATER DISTRICT

RECOMMENDED ACTION:

Approve the Agreement.

Engineering Manager Mathew Hudson provided a staff report regarding the lease of 300 acre-feet of Groundwater Production Rights from the La Puente Valley County Water District. Commissioner Ruggles asked how the lease works in purchasing rights for water. Roy Frausto, General Manager of the La Puente Valley County Water District, explained the process and said some cities purchase more rights than they need therefore we buy the rights from them at a discount of 9%, which benefits both cities.

6.5. CONSIDERATION OF A SETTLEMENT AGREEMENT AND GENERAL RELEASE FOR THE BENE MADRE LLC AND DEIDRE VAIL MATTER

RECOMMENDED ACTION:

Approve the Agreement.

6.6. CONSIDERATION OF NOTICE OF COMPLETION FOR CONTRACT NO. IPUC-0011, LOMITAS GENERATOR REPLACEMENT AND MISCELLANEOUS SITE IMPROVEMENTS, WITH CORA CONSTRUCTORS INC.

RECOMMENDED ACTION:

Approve the Notice of Completion and Authorize the Director of Public Works to execute the Notice of Completion.

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6.7. REPORT FROM THE GENERAL MANAGER FOR THE LA PUENTE VALLEY COUNTY WATER DISTRICT REGARDING THE INDUSTRY PUBLIC UTILITIES WATER OPERATIONS

RECOMMENDED ACTION: *Receive and file the Report.*

Roy Frausto, General Manager of the La Puente Valley County Water District, provided a staff report and was available to answer any questions.

6.8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. IPU-0014, TURNBULL CANYON ROAD AND SALT LAKE AVENUE WATERLINE IMPROVEMENTS, FOR AN ESTIMATED COST OF \$965,000.00 (MP 02-15 #14)

RECOMMENDED ACTION: *Approve the plans and specifications and authorize the solicitation of public bids.*

Senior Project Manager, Upendra Joshi from CNC Engineering provided a staff report on the plans and specifications and recommended authorizing the solicitation of public bids. Council Member Radecki asked about the change of design in front of buildings on Salt Lake Avenue and discussion ensued with staff and Upendra Joshi about the changing from 2" to 6" pipe.

6.9. CONSIDERATION OF THE REASSIGNMENT AND ASSUMPTIONS OF INTERESTS OF THE PROFESSIONAL SERVICES AGREEMENT WITH IP KEYS POWER PARTNERS, INC. TO PARSONS TRANSPORTATION GROUP INC., FOR THE IMPLEMENTATION OF THE METER DATA MANAGEMENT SYSTEM FOR THE AUTOMATIC METER READING PROJECT (MP 02-05 #16)

RECOMMENDED ACTION: *Approve the Amendment.*

Armando Herman and Mike Greenspan each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COMMISSIONER RADECKI, AND SECOND BY COMMISSIONER GREUBEL TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS - NONE

PUBLIC HEARINGS - NONE

CLOSED SESSION

There were none.

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:52 a.m.

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CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

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CALL TO ORDER

The Regular Meeting of the Industry Public Utilities Commission of the City of Industry, California, was called to order by President Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, City of Industry, California.

FLAG SALUTE

The flag salute was led by President Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Commissioners taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, President
Michael Greubel, Commissioner
Steve Marcucci, Commissioner
Mark D. Radecki, Commissioner
Newell W. Ruggles, Commissioner

STAFF PRESENT: Josh Nelson, Public Utilities Director; Bing Hyun, Assistant Public Utilities Director; James M. Casso, General Counsel; and Julie Gutierrez-Robles, Secretary.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 24, 2025

RECOMMENDED ACTION:
Demands of April 24, 2025.

Ratify the Register of

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6.2. CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 8, 2025

RECOMMENDED ACTION: *Approve the Register of Demands and authorize the appropriate Agency Officials to pay the bills.*

6.3. INDUSTRY PUBLIC UTILITIES WATER OPERATIONS QUARTERLY REPORT (JAN-MAR 2025).

RECOMMENDED ACTION: *Receive and file the Report.*

President Moss stated Roy Frausto, General Manager of the La Puente Valley County Water District, was unable to attend this meeting, and will report on this matter at our next meeting.

Armando Herman and Mike Greenspan each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COMMISSIONER GREUBEL, AND SECOND BY COMMISSIONER RADECKI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	GREUBEL, MARCUCCI, RADECKI, RUGGLES, P/MOSS
NOES:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE

ACTION ITEMS - NONE

PUBLIC HEARINGS - NONE

CLOSED SESSION - NONE

There were none.

PUBLIC UTILITIES DIRECTOR COMMENTS

There were none.

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AB 1234 REPORTS

There were none.

COMMISSIONER COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the Industry Public Utilities Commission adjourned at 8:38 a.m.

CORY C. MOSS
PRESIDENT

JULIE GUTIERREZ-ROBLES
SECRETARY

ITEM NO. 6.4



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 10, 2025

SUBJECT: Consideration of the Professional Services Agreement with The Dry Utility Group, Inc., for on-call Utility Engineering Services, in an amount not-to-exceed \$400,000 through June 30, 2028

Background:

Since 2016, NV5 (previously Butsko Utility Services) has provided the IPU with utility engineering services. The services have included utility design and engineering, underground utility mark outs and map requests, metering specifications, meter set orders, and inspection release processing, and field, customer and IPU contractor specifications. Due to recent staffing changes at NV5, Staff recommends a new consultant provide these services moving forward.

Discussion:

Staff recommends approving a Professional Services Agreement ("Agreement") with the Dry Utility Group, Inc. ("T-DUG"). Several employees of T-DUG are familiar with the history and design of the IPU system, as they are former Butsko Utility Services employees. In addition to providing the on-call support services, there are a few critical projects where the underground distribution design support is required. The projects include the Puente Hills Land Venture project, located at 1600 S. Azusa Avenue, and Beach Street Development Water Park project, located at 1 Industry Hills Parkway. Staff recommends approving the Agreement with T-DUG through June 30, 2028, in an amount not to exceed \$400,000.00.

Fiscal Impact:

The fiscal impact is \$400,000.00. In the adopted Fiscal Year 2024-2025 budget, \$700,000.00 is approved and no appropriations are required (Account No. 161-300-5120.01). Staff will budget accordingly for the remainder of the contract for FY 25-26 and FY 26-27 budgets. For the Puente Hills Land Venture project, the IPU will be reimbursed for expenses and for the Water Park project, IPU will be reimbursed its pro-rated share.

Recommendation:

Staff recommend that the IPUC approve the Professional Services Agreement with The Dry Utility Group, Inc.

Exhibits:

1. Professional Services Agreement with The Dry Utility Group, Inc. dated June 12, 2025

INDUSTRY PUBLIC UTILITIES PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of June 12, 2025 ("Effective Date"), between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, ("IPU") and The Dry Utility Group, Inc. a California Corporation ("Consultant"). The IPU and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the IPU desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the IPU and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the IPU. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPU. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPU shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPU and in a first-class manner in conformance with the standards of quality normally observed by an entity providing utility design engineering services, serving a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPU has not consented in writing to Consultant's performance of such work. No officer or employee of IPU shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the IPU. If Consultant was an employee, agent, appointee, or official of the IPU in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPU for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

IPU's Public Utilities Director or his designee shall represent the IPU in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The IPU agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Four Hundred Thousand Dollars (\$400,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the IPU. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPU and Consultant at the time IPU's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPU disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The IPU may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPU suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the IPU shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the IPU. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPU pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPU that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPU or its designees at reasonable times to review such books and records; shall give IPU the right to examine and audit said books and records; shall permit IPU to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, and upon final payment of all undisputed invoices, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPU and may be used, reused, or otherwise disposed of by the IPU without the permission of the Consultant. The IPU shall not gain ownership of any intellectual property of Consultant that was used to create the services. With respect to computer files, Consultant shall make available to the IPU, at the Consultant's office, and upon reasonable written request by the IPU, the necessary computer software and hardware for purposes of

accessing, compiling, transferring, copying and/or printing computer files. Consultant shall grants to IPU a non-exclusive, perpetual, royalty-free, world-wide, limited license under copyright to use all reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Consultant.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPU and any and all of its officials, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless IPU, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to defend.

In the event the IPU, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the comparatively negligent performance of the services encompassed by this Agreement, and upon demand by IPU, Consultant shall have an immediate duty to mutually consult the IPU at Consultant's cost or at IPU's option, to reimburse the IPU for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent that any liability arises out of the negligent acts or omissions of Consultant.

Payment by IPU is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and IPU, as to whether liability arises from the sole negligence of the IPU or its officers, employees, or agents, Consultant will be obligated to pay for IPU's defense until such time as a final judgment has been entered adjudicating the IPU as comparatively negligent. Consultant will not be entitled in the absence of such a

determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPU a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPU nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPU. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPU, or bind the IPU in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, IPU shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPU. IPU shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the IPU, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPU may have under the law.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The IPU, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the IPU in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the IPU has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the IPU to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of IPU, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPU's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPU, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPU, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPU should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPU, unless Consultant is prohibited by law from informing the IPU of such Discovery, court order or subpoena. IPU retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPU is a party to the lawsuit, mediation or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPU and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPU's right to review any such response does not imply or mean the right by IPU to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPU: Industry Public Utilities
15625 Mayor Dave Way
City of Industry, CA 91744
Attention: Joshua Nelson, Public Utilities Director

With a Copy to: James M. Casso, General Counsel
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

To Consultant: The Dry Utilities Group, Inc.
137 E. 11th Avenue
Escondido, CA 92025
Attention: Abrhail Arvizu

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the IPU.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPU with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPU as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPU for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPU for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPU and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The IPU and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County,

California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by IPU or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPU or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“IPU”

Industry Public Utilities

“CONSULTANT”

The Dry Utilities Group, Inc.

By _____
Joshua Nelson, Public Utilities Director

By _____
Abrhil Arvizu, President

Attest:

By _____
Julie Gutierrez–Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform utility design engineering services, which shall include, but are not limited to, the following:

Utility Design and Engineering Citywide for IPU Electric

Master planning, design, and electrical engineering services for underground and overhead electric distribution system, private telecommunications substructure system design, electric distribution circuit planning and design, mapping and records keeping. Services also included providing budget cost estimates and project feasibility studies, bid packages, and material summaries. Circuit modeling, load flow analysis, fault current studies, interface with IPU customers and their engineers, and Transformer Load Management Studies.

Projects include underground distribution design for:

- Puente Hills Land Venture at 1600 S. Azusa Avenue- from proposed 10 MW WDAT with SCE to pad mounted switches, pad mounted transformers to customers' service panels (MP 02 05#27)
- Relocate and Upgrade existing WDAT at 1 Industry Hills Parkway and electric service for Water Park - from new location of WDAT with SCE to pad mounted switch and pad mounted transformers to service panels at Water Park and include distribution line extension from WDAT to Water Park (MP 02 05#28)
- Electric service for EV Chargers at 1037 S Hatcher Avenue and misc. other projects as required (MP 02 05)
- Any other project identified by Public Utilities Director in future.

Underground Utility Mark Outs and Map Requests

Serve as IPU's representative to the USA Dig Alert System and providing IPU mark outs of IPU's existing underground utility infrastructure. This also includes joint meeting with contractors working in close proximity to IPU infrastructure, work inspections, emergency locations, responding to 48 hour mark out requests, and requests for IPU infrastructure maps.

Metering Specifications, Meter Set Orders, and County of LA Inspection Release Processing

Specifying the utility metering requirements for installation at each facility. Specifying the metering, current transformers, voltage transformers, test switch and test block requirements. Upon final County of Los Angeles Building and Safety inspection releases, Consultant issue meter set orders and notifications to turn on electric service to a premise.

Field, Customer and IPU Contractor Inspections

Inspecting IPU contractor's work and as built drawings as required. In addition, includes substructure inspections of developer provided substructure installations (i.e. trench, conduit, vaults/pads) and utility inspections of the City's main electrical switchgear.

EXHIBIT B
RATE SCHEDULE

Title	2025
Senior Project Manager/Field Engineer	\$200.00
Senior Designer	\$190.00
Project Manager 1	\$160.00
Inspector	\$145.00
Project Coordinator	\$130.00
Auto CAD Drafter	\$130.00

Reimbursement of actual expenses for all photocopy and postage, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of IPU, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to IPU.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to IPU, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of IPU, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPU as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPU's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPU at all times during the term of this contract. IPU reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPU shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPU before the IPU's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPU's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, IPU has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPU will be promptly reimbursed by Consultant, or IPU will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPU may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the IPU's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPU, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against IPU, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the IPU to inform Consultant of non-compliance with any requirement imposes no additional obligations on the IPU nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the IPU requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPU.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPU with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that IPU and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to IPU and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPU for review.

IPU's right to revise specifications. The IPU reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the IPU and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the IPU. The IPU reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the IPU.

Timely notice of claims. Consultant shall give the IPU prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ITEM NO. 6.5

Memo



Date: June 12, 2025
To: Industry Public Utilities Commission
From: Roy Frausto, General Manager
Subject: Industry Public Utilities 2024 Consumer Confidence Report

SUMMARY

In 1996, Congress amended the Safe Drinking Water Act by requiring water systems to deliver an annual water quality report in the form of a consumer confidence report (CCR) to all its customers, similarly to the Annual Water Quality Report (AWQR) that California water systems began distributing in 1990. However, the CCR calls for specific and detailed regulatory requirements in terms of content and format as opposed to those for the AWQR. The CCR includes information on source water, levels of any detected contaminants, and compliance with drinking water regulations along with brief educational material. Every community water system must prepare, distribute, and ensure that its customers receive a report containing all required content. The reports are based on calendar-year data and must be delivered to consumers annually by July 1st of the following year.

In 2013, the US EPA and the State Water Resources Control Board Division of Drinking Water (DDW) began allowing community water systems to distribute the CCR electronically. DDW provides guidance on the delivery methods to ensure all consumers of a community water system have access to the CCR. One method to ensure all consumers have access is to mail each customer a copy of the CCR and also have the CCR on a publicly available site on the internet where it can be viewed.

Enclosed is a copy of the Draft Industry Public Utilities (IPU) 2024 CCR. As expected, the drinking water provided in 2024 met all Federal and State drinking water standards. Hard copies will be mailed out to each IPU Waterworks customer and will also be posted on the IPU Waterworks website. In addition, a Spanish translated CCR will be posted online, and hard copies will also be made available upon request.

Respectfully Submitted,

General Manager
La Puente Valley County Water District

Enclosure

- Industry Public Utilities 2024 CCR

INDUSTRY INSIGHT

WATER QUALITY EDITION



2024 Consumer Confidence Report

Published June 2025





For information or questions regarding this report, please contact Alyssa Arana, (626) 336-1307.

Este informe contiene información muy importante sobre su agua de beber. Tradúzcalo ó hable con alguien que lo entienda bien. Para más información o preguntas con respecto a este informe, póngase en contacto con el Sra. Alyssa Arana, (626) 336-1307.

該報告包含有關您的飲用水的重要信息讓某人為您翻譯或與理解它的人交談

Industry Public Utilities Waterworks Systems

Industry Public Utilities Waterworks System is owned by the City of Industry and is managed and operated by the La Puente Valley County Water District (LPVCWD) under an Operation and Management Agreement.



This agreement has provided cost savings for both the Industry Public Utilities (IPU) and the La Puente Valley County Water District (District); mostly through operational efficiency. District staff is responsible for providing all customer service functions, water system operations and all water system repair and maintenance activities.

About the Consumer Confidence Report

Industry Public Utilities is committed to keeping our customers informed about the quality of their water. We provide a safe, reliable drinking water supply to your homes continuously that meets or exceeds all State and Federal drinking water standards.

Our 2024 Consumer Confidence Report (CCR) is an annual drinking water quality report that the Safe Drinking Water Act requires public water systems to provide to its customers and includes important information on where our water comes from and the quality of your water.

About Your Drinking Water: Sampling Results

Your drinking water is tested thousands of times per year to ensure it meets or exceeds all state and federal drinking water standards. Our water is tested by certified professionals and laboratories to ensure the highest levels of safety.

Commission meetings are held on the second Thursday of each month at 8:30am in the Council Chambers located at: 15651 Mayor Dave Way, City of Industry, CA 91744

Commission

Cory C. Moss
President

Mark Radecki
Commissioner

Michael Greubel
Commissioner

Steve Marcucci
Commissioner

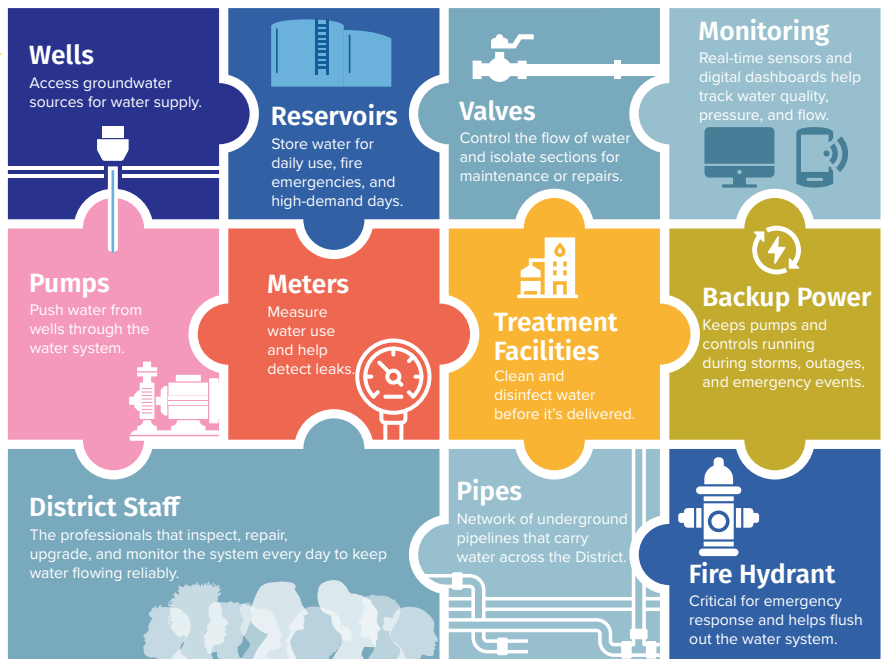
Newell W. Ruggles
Commissioner



Every Piece Matters When Building a Reliable Water System

Water reliability doesn't happen by chance—it's the result of many connected parts working together. From groundwater wells to water reservoirs, every piece of the system plays a vital role in delivering safe, dependable water to your tap every day.

- *Each part of the system is carefully maintained to ensure uninterrupted service.*
- *Backup systems protect the water supply during power outages or emergencies.*
- *Professionally trained staff respond quickly to repairs and system checks.*
- *Water storage reservoirs keep water supplies ready for peak demand.*
- *Fire hydrants and valves support safety and system maintenance.*



Where does your water come from?

During 2024, Industry Public Utilities' water supply relied on local groundwater provided by San Gabriel Valley Water Company (SGVWC), LPVCWD and the City of Industry Well No. 5 (all located within the Main San Gabriel Groundwater Basin). The majority of the water delivered to customers through the water system undergoes a significant treatment process. The treatment systems are designed to treat specific types of contaminants. This process is monitored closely and the water is sampled regularly.





Information About Drinking Water Contaminants

Drinking water sources (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As the water travels over the surface of the land or through the ground, the water dissolves naturally occurring minerals – sometimes including radioactive material – and can also pick up substances resulting from the presence of animals and human activity. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **USEPA's Safe Drinking Water Hotline, 1-800-426-4791**.

Drinking Water Source Assessment

In accordance with the Federal Safe Drinking Water Act, an assessment of the drinking water sources for SGVWC was completed in October 2008. The goal of this assessment was to identify types of activities in the proximity of our drinking water sources that could pose a threat to the water quality. The assessment concluded SGVWC's water sources are most vulnerable to contaminants from the following activities or facilities, including leaking underground storage tanks (known as contaminant plumes); hardware/lumber/parts stores; hospitals; gasoline stations; above ground storage tanks; spreading basins; storm drain discharge points; and transportation corridors, such as freeways and state highways.

An assessment of the drinking water sources for LPVCWD was updated in March 2008. The assessment concluded LPVCWD's water sources are most vulnerable to contaminants from the following activities or facilities, including leaking underground storage tanks (known as contaminant plumes), high-density housing and transportation corridors, such as freeways and state highways.



Request a summary of the LPVCWD or SGVWC assessment by contacting Alyssa Arana at (626) 336-1307.

Precautions for Immuno Compromised People

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised people, such as those with cancer taking chemotherapy, people who have undergone organ transplants, those with HIV/AIDS or other immune system disorders, the elderly and infants, can be particularly at risk from infections.

Immuno-compromised people should seek advice about drinking water from their health care providers. US-EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the **Safe Drinking Water Hotline: 1-800-426-4791**.

Contaminants in Drinking Water

Lead and Drinking Water

Lead can cause serious health effects in people of all ages, especially pregnant people, infants (both formula-fed and breastfed), and young children. Lead in drinking water is primarily from materials and parts used in service lines and in home plumbing. IPU is responsible for providing high quality drinking water and removing lead pipes but cannot control the variety of materials used in the plumbing in your home. Because lead levels may vary over time, lead exposure is possible even when your tap sampling results do not detect lead at one point in time.

You can help protect yourself and your family by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Using a filter, certified by an American National Standards Institute accredited certifier to reduce lead, is effective in reducing lead exposures. Follow the instructions provided with the filter to ensure the filter is used properly. Use only cold water for drinking, cooking, and making baby formula. Boiling water does not remove lead from water. Before using tap water for drinking, cooking, or making baby formula, flush your pipes for several minutes. You can do this by running your tap, taking a shower, doing laundry or a load of dishes. If you have a lead service line or galvanized requiring replacement service line, you may need to flush your pipes for a longer period.

If you are concerned about lead in your water and wish to have your water tested, contact IPU at **(626) 330-2126**. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at www.epa.gov/safewater/lead.

Lead Service Line Inventory

The 2024 Lead Service Line Inventory program, mandated by the U.S. Environmental Protection Agency (EPA) under the Lead and Copper Rule Revisions (LCRR), requires all community and non-transient non-community water systems to develop and submit an inventory of their service line materials by October 16, 2024. This inventory encompasses both utility-owned and customer-owned portions of the service lines and identifies any locations with lead piping or galvanized piping requiring replacement.

Through completing field investigations and historical records review, IPU has determined there is no lead or galvanized requiring replacement service lines in its distribution system. This statement can be found at industrypublicutilities.com/CCR.

Nitrate Advisory

At times, nitrate in your tap water may have exceeded half the MCL, but it was never greater than the MCL. The following advisory is issued because in 2024, IPU recorded a nitrate measurement in its treated drinking water above half the nitrate MCL. Nitrate in drinking water at levels above 10 milligrams per liter (mg/L) is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider.



Industry Public Utilities — 2024 Water Quality Table						
Constituents and (Units)	MCL	PHG or (MCLG)	DLR	Treated Water		Typical Source of Contaminant
				Average (l)	Range (Min-Max)	
Primary Drinking Water Standards — Health-Related Standards						
Inorganic Chemicals						
Arsenic (µg/l)	10	0.004	2	2.28	1.1 – 2.8	Erosion of natural deposits
Barium (mg/l)	1	2	0.1	0.15	0.09 – 0.21	Erosion of natural deposits
Fluoride (mg/l)	2	1	0.1	0.30	0.19 – 0.46	Erosion of natural deposits
Nitrate as N (mg/l)	10	10	0.4	6.2	4.3 – 9.0	Leaching from fertilizer use
Hexavalent Chromium (µg/l)	10	0.02	0.1	4.2	2.3 – 6.2	Erosion of natural deposits
RadioActivity						
Gross Alpha (pCi/l)	15	(0)	3	2.2	ND – 4.86	Erosion of natural deposits
Uranium (pCi/l)	20	0.43	1	3.6	1.2 – 6.4	Erosion of natural deposits
Secondary Drinking Water Standards — Aesthetic Standards, Not Health-Related						
Chloride (mg/l)	500	NA	NA	33	21 – 60	Runoff/leaching from natural deposits
Specific Conductance (µmho/cm)	1,600	NA	NA	615	420 – 890	Substances that from ions in water
Sulfate (mg/l)	500	NA	0.5	53	30 –84	Runoff/leaching from natural deposits
Total Dissolved Solids (mg/l)	1,000	NA	NA	370	250 –520	Runoff/leaching from natural deposits
Other Constituents of Interest						
Alkalinity (mg/l)	NA	NA	NA	206	140 –260	Runoff/leaching from natural deposits
Calcium (mg/l)	NA	NA	NA	78	53 –102	Runoff/leaching from natural deposits
Hardness as CaCO3 (mg/l)	NA	NA	NA	258	176 –338	Runoff/leaching from natural deposits
Magnesium (mg/l)	NA	NA	NA	15.2	10.5 –20.1	Runoff/leaching from natural deposits
pH (unit)	NA	NA	NA	7.9	7.4 –8.0	Hydrogen ion concentration
Potassium (mg/l)	NA	NA	NA	3.9	2.7 – 5.4	Runoff/leaching from natural deposits
Sodium (mg/l)	NA	NA	NA	20	12 – 36	Runoff/leaching from natural deposits

[1] The results reported in the table are average concentrations of the constituents detected in your drinking water during year 2024 or from the most recent tests. Treated water data are provided by San Gabriel Valley Water Company and La Puente Valley County Water District. [2] Constituent does not have a DLR. Constituent was detected but the average result is less than the analytical Method Reporting Limit. [3] "<" means constituent was detected but the average result is less than the indicated reporting limit or DLR. [4] Monitoring data provided by San Gabriel Valley Water Company. [5] This water quality is regulated by a secondary standard to maintain aesthetic characteristics (taste, odor, color).

Tables show the average and range of concentrations of the constituents tested during the 2024 calendar year. The state allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Unless otherwise noted, the data in this table are from the testing performed from January 1 to December 31, 2024. The table lists all the contaminants detected in your drinking water that have federal and state drinking water standards. Detected unregulated contaminants of interest are also included.

Natural Contaminants Present in Source Water Prior to Treatment May Include:

- Inorganic Contaminants:** Such as salts and metals, that can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Microbial Contaminants:** Such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

- Organic Chemical Contaminants:** Including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gasoline stations, urban stormwater runoff, agricultural application, and septic systems.
- Pesticides and Herbicides:** That may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.
- Radioactive Contaminants:** Can be naturally occurring or be the result of oil and gas production and mining activities.

Unregulated Constituents Requiring Monitoring					
Constituents and (Units) [4]	NL	PHG or (MCLG)	Average (f)	Range (Min-Max)	Typical Source of Contaminant
Chlorodifluoromethane (µg/l)	NA	NA	0	ND	Refrigerant
Strontium (ppb)	NA	NA	0.002	ND –0.032	Runoff/leaching from natural deposits

Distribution System Water Quality					
Constituents and (Units)	MCL or (MRDL) or <SMCL>	MCLG or (MRDLG)	Average	Range (Min-Max)	Typical Source of Contaminant
Total Coliforms	>1 positive monthly sample	0	0	0	Naturally present in the environment
Total Trihalomethanes (µg/l)	80	NA	4.6	2.4 – 6.8	By-product of drinking water disinfection
Haloacetic Acids (µg/l)	60	NA	1.3	ND – 2.6	By-product of drinking water disinfection
Chlorine Residual (mg/l)	(4)	(4)	1.26	0.85 – 1.57	Drinking water disinfectant added for treatment
Heterotrophic Plate Count (HPC)	TT	NA	0.24	ND –15	Naturally present in the environment
Odor (threshold odor number) [5]	3	NA	ND	ND	Naturally occurring organic materials
Turbidity (NTU) [5]	5	NA	0.17	ND –2.0	Runoff/leaching from natural deposits

Distribution System — Lead and Copper at Residential Taps					
Constituents and (Units)	Action Level	PHG	90th Percentile Value	Sites Exceeding AL/Number of Sits	Typical Source of Contaminant
Lead (µg/l)	15	0.2	0.78	0/23	Corrosion of household plumbing
Copper (mg/l)	1.3	0.3	0.52	0/23	Corrosion of household plumbing

A total of 23 residences were tested for lead and copper in August 2022. Lead and Copper was not detected above the action level in any of the samples. The Industry Public Utilities complies with the Lead and Copper Rule. The next required sampling for lead and copper will be conducted in the summer of 2025.

AL = Action Level
DLR = Detection Limit for Purposes of Reporting
MCL = Maximum Contaminant Level
MCLG = Maximum Contaminant Level Goal
mg/l = Parts per million or milligrams per liter
MRDL = Maximum Residual Disinfectant Level

MRDLG = Maximum Residual Disinfectant Level Goal
NA = No Applicable Limit
ND = Not Detected at DLR
ng/l = Parts per trillion or nanograms per liter
NL = Notification Level
NTU = Nephelometric Turbidity Units

pCi/l = PicoCuries per liter
PHG = Public Health Goal
µg/l = Parts per billion or micrograms per liter
µmho/cm = Micromhos per centimeter

Standards, Definitions, Acronyms and Abbreviations

The chart in this report shows the following types of water quality standards:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Primary Drinking Water Standard (PDWS): MCLs, MRDLs and treatment techniques (TTs) for contaminants that affect health, along with their monitoring and reporting requirements.

Regulatory Action Level (AL): The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

Notification Level (NL): NLs are health-based advisory levels established by the State Board for chemicals in drinking water that lack MCLs. When chemicals are found at concentrations greater than their NL, certain requirements and recommendations apply.

The chart in this report includes three types of water quality goals:

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the USEPA.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

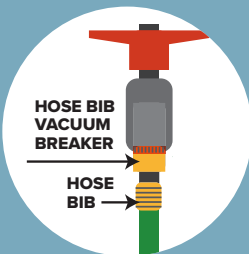
Have confidence in knowing your water is quality tested, treated and meets all state and federal drinking water standards.



112 N. 1st Street
La Puente, California 91744

The Industry Public Utilities includes 1,900 retail water service connections over a two square mile service area. Residential, commercial, industrial, and irrigation customers are served by 31.9 miles of pipeline, 7.5 million gallons of reservoir storage, with three pressure zones, 12 booster pumps, and 5 wells.

An electronic copy of this report is available online at: industrypublicutilities.com/CCR



What can you do to protect your water supply?



During a backflow event, such as using a fire hydrant, water can potentially flow backwards from the consumer's internal plumbing system and into the public water supply, creating a possible health risk. Adding a hose bib vacuum breaker (HBVB) to your home is an inexpensive and simple installation that can protect your water supply during a backflow event. This device will stop water from entering back into the water supply.

Office Hours  *Monday — Thursday: 7:00am to 4:30pm*
Alternate Fridays: 7:00am to 3:30pm

ITEM NO. 6.6

Verbal Presentation

ITEM NO. 6.7



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 10, 2025

SUBJECT: Consideration of a Professional Services Agreement with Electrical Power Systems, Inc., for design and engineering services for the relocation and upgrade of the existing WDAT at the Pacific Palms Hotel, in an amount not-to-exceed \$300,000.00, through June 30, 2028 (MP 02-05 #28)

Background:

There is an existing Wholesales Distribution Access Tariff ("WDAT") Interconnection with Southern California Edison ("SCE") at the Pacific Palms Hotel ("PPH"). The metered address is 133 North Azusa Avenue. There are two SCE distribution circuits coming underground to an SCE vault from two different directions – one from Azusa Avenue on the west side of Industry Hills Parkway to PPH and the other from Temple Avenue through the Golf Course and parking lot area. The SCE vault has a manual switch within it and there is a delay in the restoration of power after any power outage that occurs. Since October 2024, PPH and its adjacent area, including the residential loop at Handorf, have experienced three power outages, including one on May 16, 2025.

Providing electric service from IPU to additional areas within Industry Hills, will require the relocation and upgrade of the existing WDAT Interconnection with SCE, from the basement of the PPH to outside in the parking area and a distribution line extension from the new WDAT location to any site around PPH. It will require coordination with SCE and PPH to transfer existing loads to the new location of WDAT and set up for service to any future development.

Discussion:

Staff believes that the reliability of the electric service from SCE will improve if that manual switch can be replaced with a pad mounted automatic transfer switch at the same vault location. It will require SCE's study, approval and change in the SCE Tariff with standby charges, but the duration of the outage can be drastically reduced and below two (2) minutes. The existing WDAT is in the basement of the PPH and not readily accessible. Providing electric service from IPU to any new development and any future loads, will require the relocation and upgrade of the

existing WDAT Interconnection with SCE, from the basement of the PPH to outside in the parking area, and a distribution line extension from the new WDAT location to any new development.

The application with SCE for this relocation and upgrade of the WDAT and the Systems Impact and Facilities Study, requires more engineering work to be done, such as single-line-diagrams and layouts of the WDAT equipment and design of connection with the SCE vault from the new WDAT location. Electrical Power Systems Inc. ("EPS") has performed similar work for Rancho Cucamonga and recently for IPU related to Puente Hills Land Venture ("PHLV"). Staff recommends approving a Professional Services Agreement ("Agreement") with EPS in an amount not-to-exceed \$300,000.00 and through June 30, 2028.

Fiscal Impact:

The fiscal impact is \$300,000.00. In the Fiscal Year 2024-2025 Capital Improvement Project budget, \$50,000.00 is budgeted under (MP 02 05 #28, Account No. 122-718-5130). Staff have proposed a budget of \$150,000 in FY 2025-2026 for this work

Recommendation:

Staff recommend that the IPUC approve the Professional Services Agreement with Electrical Power Systems, Inc.

Exhibits:

1. Professional Services Agreement with EPS, Inc., dated June 12, 2025

INDUSTRY PUBLIC UTILITIES PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of June 12, 2025 ("Effective Date"), between the Industry Public Utilities, a public agency organized and existing under the laws of the State of California, ("IPU") and Electrical Power Systems, Inc. ("Consultant"). The IPU and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the IPU desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the IPU and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the IPU. The Services shall be performed by Consultant, unless prior written approval is first obtained from the IPU. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPU shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPU and in a first-class manner in conformance with the standards of quality normally observed by an entity providing utility design engineering services, serving a public agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPU has not consented in writing to Consultant's performance of such work. No officer or employee of IPU shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the IPU. If Consultant was an employee, agent, appointee, or official of the IPU in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPU for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

IPU's Public Utilities Director or his designee shall represent the IPU in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The IPU agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Thousand Dollars (\$300,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the IPU. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPU and Consultant at the time IPU's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPU disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The IPU may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPU suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the IPU shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the IPU. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPU pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPU that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPU or its designees at reasonable times to review such books and records; shall give IPU the right to examine and audit said books and records; shall permit IPU to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, and upon final payment of all undisputed invoices, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPU and may be used, reused, or otherwise disposed of by the IPU without the permission of the Consultant. The IPU shall not gain ownership of any intellectual property of Consultant that was used to create the services. With respect to computer files, Consultant shall make available to the IPU, at the Consultant's office, and upon reasonable written request by the IPU, the necessary computer software and

hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant shall grants to IPU a non-exclusive, perpetual, royalty-free, world-wide, limited license under copyright to use all reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the Consultant.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPU and any and all of its officials, and employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless IPU, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to defend.

In the event the IPU, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the comparatively negligent performance of the services encompassed by this Agreement, and upon demand by IPU, Consultant shall have an immediate duty to mutually consult the IPU at Consultant's cost or at IPU's option, to reimburse the IPU for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent that any liability arises out of the negligent acts or omissions of Consultant.

Payment by IPU is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and IPU, as to whether liability arises from the sole negligence of the IPU or its officers, employees, or agents, Consultant will be obligated to pay for IPU's defense until such time as a final judgment has been entered adjudicating the IPU as comparatively negligent. Consultant will not be entitled in the absence of such a

determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPU a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPU nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the IPU. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the IPU, or bind the IPU in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, IPU shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for IPU. IPU shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, the IPU, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the IPU may have under the law.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The IPU, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the IPU in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the IPU has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the IPU to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of IPU, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without IPU's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the IPU, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the IPU, unless otherwise required by law or court order.

(b) Consultant shall promptly notify IPU should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the IPU, unless Consultant is prohibited by law from informing the IPU of such Discovery, court order or subpoena. IPU retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPU is a party to the lawsuit, mediation or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPU and to provide the opportunity to review any response to discovery requests provided by Consultant. However, IPU's right to review any such response does not imply or mean the right by IPU to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPU:	Industry Public Utilities 15625 Mayor Dave Way City of Industry, CA 91744 Attention: Joshua Nelson, Public Utilities Director
With a Copy to:	James M. Casso, General Counsel Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Consultant:	Electrical Power Systems, Inc. 2187 Herndon Avenue #102 Clovis, CA, 93611 Attention: Abdur Rehman, President and Principal

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the IPU.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPU with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPU as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPU for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPU for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPU and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The IPU and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement

shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by IPU or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPU or Consultant unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“IPU”

Industry Public Utilities

“CONSULTANT”

Electrical Power Systems, Inc.

By _____
Joshua Nelson, Public Utilities Director

By _____
Abdur Rehman, President and
Principal

Attest:

By _____
Julie Gutierrez –Robles, Secretary

Approved as to form:

By: _____
James M. Casso, General Counsel

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide preliminary and detailed electrical and civil design and other related engineering services to IPU for relocation and upgrade of Wholesale Distribution Access Tariff ("WDAT") Interconnection from the existing Southern California Edison point of connections to the new proposed locations of WDAT, including WDAT and other related work at Pacific Palms Hotel ("PPH") (MP 02-05 #28).

The work will include providing complete plans, specifications, and construction documents for purchasing long lead items, such as automated transfer pad mounted switch (PME-10), 12,000-volt switchgear, including all equipment such as circuit breakers, PTs, CTs, Relays, Meters etc. and installation of WDAT, including civil and structural pad design and calculations, and anchoring and primary conduits connected to WDATs, SCADA engineering, relay settings and analysis, including protection coordination and support during testing and commissioning. The tasks are described below in detail:

TASK 1A – PPH AND DEVELOPMENT INTERCONNECTION CONSTRUCTION DOCUMENTS

Single-line-diagram and physical layout of WDAT and complete civil/structural and electrical design of WDAT and upgrade and relocation of connection with SCE. Include all calculations on WDAT pad, includes anchoring of switchgear to pad. Prepare plans and specifications for bidding and construction, field investigations, plan check requirements to 100 percent completion, and coordination with project team. Includes complete switchgear drawing package, arc flash, short circuit, coordination SEL relay programming, and support for testing, commissioning. Includes civil drawing package and calculations including support on permit and bid documents.

TASK 1B – PPH AND DEVELOPMENT INTERCONNECTION EQUIPMENT TESTING

Acceptance testing and commissioning per NETA Standards. Testing includes two (2) 5-MW each interconnection. Acceptance testing (2x) 12kV Switchgears, CTs, PTs, CPT, Relays, Meters, HV Breakers, DC Battery Discharge test, MV feeder cables using VLF (Very Low Frequency). Functional testing up to three (3) separate deployments including the SCE witness testing.

TASK 1C – PPH AND DEVELOPMENT SCADA AND TELECOMMUNICATION DESIGN AND SUPPORT

Design communication and telecommunication for SCADA system on the switchgear. Specify telecommunication equipment and design based on agnostic software solution, using SEL hardware architecture. Support submittal review from SCADA integrator (Tri-Mark Associates, etc.) who will provide detailed wiring diagram based on design, supply equipment and install onsite. The preferred SCADA system to be Ignition Design for

Remote Monitoring only. No remote control or automation of any devices. Allow for remote connectivity to laptops, if required. Provision ignition software to be installed on the Cloud (remote Servers Ongoing/Recurring contract for monitoring will be separate).

EXHIBIT B
RATE SCHEDULE

PRINCIPAL ELECTRICAL ENGINEER	\$250.00
PROFESSIONAL ENGINEER	\$240.00
SENIOR FIELD TECHNICIAN	\$230.00
ASSOCIATE ENGINEER II	\$200.00
ASSOCIATE ENGINEER I	\$190.00
ENGINEER-IN-TRAINING	\$190.00
FIELD TECHNICIAN/DESIGNER	\$170.00
DRAFTING TECHNICIAN	\$130.00
CLERICAL	\$90.00

Hourly rates are valid for 2025. The 2026 Year Rates may be subject to cost-of-living increases, capped at 5 percent increase per year.

Lodging: Economy lodging only, Hampton Inn or equivalent.

Meals: Actual expenses incurred for breakfast, lunch and dinner, with receipts only not to exceed \$80.00 per day. No reimbursement for alcoholic beverages.

Car Rental: Actual expenses of the receipt of car rental.

Personal Vehicle: Vehicle mileage reimbursement per Federal IRS rules.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of IPU, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to IPU.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to IPU, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of IPU, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPU as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPU's Risk Manager prior to commencement of performance. Current certification of insurance

shall be kept on file with IPU at all times during the term of this contract. IPU reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPU shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPU before the IPU's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPU's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, IPU has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPU will be promptly reimbursed by Consultant, or IPU will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPU may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the IPU's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPU, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against IPU, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the IPU to inform Consultant of non-compliance with any requirement imposes no additional obligations on the IPU nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or

a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the IPU requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPU.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPU with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that IPU and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to IPU and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPU for review.

IPU's right to revise specifications. The IPU reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the IPU and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the IPU. The IPU reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the IPU.

Timely notice of claims. Consultant shall give the IPU prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ITEM NO. 6.8



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 10, 2025

SUBJECT: Consideration of Amendment No. 4 to the Maintenance Services Agreement with Pacific Utility Installation, Inc., for operations and maintenance services for the Waddingham Substation, extending the term through June 30, 2028, revising the rate schedule, and increasing compensation by \$200,000.00 (MP 02-05 #7)

Background:

On April 20, 2017, the Industry Public Utilities Commission ("IPUC") approved a three-year Maintenance Services Agreement ("Agreement") with Pacific Utility Installation, LLC ("PUI") for the Waddingham Substation ("Substation") with a budget of \$218,000.00. The scope of services included the full operation and maintenance ("O&M") responsibility for the 66,000-Volt to 12,000-Volt Substation located at 208 South Waddingham Way. The scope also included providing 24/7 emergency response and on-call services, routine monthly inspection and maintenance, troubleshooting and corrective maintenance, as required, to restore the Substation to its full and optimal performance, preventative maintenance to reduce unplanned power outages, and field switching and technical support, as necessary, to ensure safe and reliable operation of the Substation.

On August 9, 2018, Amendment No.1 was approved by the IPUC to increase compensation by \$173,035.00 due to unforeseen maintenance costs. On May 14, 2020, Amendment No. 2 was approved by the IPUC to extend the term through June 30, 2022, and increase compensation by \$292,000.00 for continued operation and maintenance services. On May 10, 2022, the IPUC approved Amendment No. 3 to extend term through June 30, 2025, revise the rate schedule, and increase the compensation by \$350,000.00.

Discussion:

The Agreement expires on June 30, 2025. The ongoing routine monthly inspection of the Substation is essential to maintain and operate the equipment in a safe manner. A major three-year Substation inspection and maintenance must be performed prior to December 31, 2025,

and Amendment No. 4 is necessary to allow PUI to continue providing maintenance services for the Substation. Staff recommends extending the term through June 30, 2028, revising the rate schedule to reflect PUI's current rates, along with a companion increase in compensation of \$200,000.00.

Fiscal Impact:

The fiscal impact for Amendment No. 4 is \$200,000.00. In the Fiscal Year IPUC O&M 2025-2026 Budget, \$850,000.00 is proposed for Professional Services under Account 161-300-5120.01. No other appropriation is required.

Recommendation:

It is recommended that the Commission approve Amendment No. 4 to the Maintenance Services Agreement with Pacific Utility Installation, Inc.

Exhibits:

1. Amendment No. 4 to the Maintenance Services Agreement with Pacific Utility Installation, Inc. for Waddingham Substation, dated June 12, 2025
2. Original Agreement

**AMENDMENT NO. 4
TO THE MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY
INSTALLATION, INC.**

This Amendment No. 4 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 12th day of June 2025, (“Effective Date”) by and between Industry Public Utilities, a public agency under existing laws of the state of California (“IPU”) and Pacific Utility Installation, Inc., a California corporation (“Consultant”). The IPU and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April 20, 2017, the IPU approved the Agreement for the operation and maintenance (“O&M”) services for the Waddingham 66,000-Volt to 12,000-Volt Substation (“Substation”) located at the 208 South Waddingham Way, in the amount of \$218,000.00, which included 24/7 emergency response, on- call services, routine, corrective, and preventative inspections and maintenance, field switching, and all technical support for safe and reliable operation of the Substation; and

WHEREAS, on or about August 9, 2018, Amendment No. 1 was approved to increase compensation by \$173,035.00 as a result of unforeseen maintenance costs; and

WHEREAS, on or about May 14, 2020, Amendment No. 2 was approved to extend the term through June 30, 2022, with a companion increase in compensation of \$292,000.00 for continued O&M services; and

WHEREAS, on or about May 10, 2022, Amendment No. 3 was approved to extend term through June 30, 2025, revise the rate schedule to reflect Consultant’s current rates, with a companion increase in compensation of \$350,000.00; and

WHEREAS, the Agreement expires on June 30, 2025, and routine monthly inspection of substation is essential to maintain and operate the Substation in a safe manner. Amendment No. 4 is necessary to extend term through June 30, 2028, revise the rate schedule to reflect Contractor’s current rates, and increase compensation by \$200,000.00; and

WHEREAS, for the reasons set forth herein, the IPU and Consultant desire to enter Amendment No. 4, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1, Term, is hereby amended in its entirety to read as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

4. PAYMENT

The second sentence of Section 4 (a) is amended as follows:

This amount shall not exceed One Million Two Hundred Thirty-Three Thousand Nine Hundred Thirty-Five Dollars (\$1,233,935.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Agreement as of the Effective Date.

**“IPU”
INDUSTRY PUBLIC UTILITIES**

**“CONSULTANT”
PACIFIC UTILITY INSTALLATION,
INC.**

By: _____
Joshua Nelson, Public Utilities Director

By: _____
Daniel Mole, President

Attest:

By: _____
Julie Gutierrez-Robles, Commission Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1
EXHIBIT B
REVISED RATE SCHEDULE

Pacific Utility Installation Rate Schedule (7/1/2025 thru 6/30/2026) - IPUC

Item No.	Description	Hourly Rate	Hourly Rate
		Straight Time	Premium Time
		(1 thru 8 Hours)	(8 -10 Hours)
1	General Foreman	\$ 152	\$ 228.00
2	Foreman Cable Splicer	\$ 146	\$ 219.00
3	Lineman Cable Splicer	\$ 141	\$ 212.00
4	Groundman	\$ 103	\$ 156.00
5	Field Engineer/PE/Test Tech	\$ 210	\$ 315.00
6	Locator	\$ 130	\$ 195.00
7	Designer	\$ 170	\$ 255.00
8	Drafter	\$ 120	\$ 180.00
9	Accounting & Material Handling	\$ 76	\$ 114.00
10	Splicing Truck & Tools	\$ 70	\$ 70
11	Pick Up Truck	\$ 52	\$ 52
12	Heavy Duty Equipment (Line Truck, Boom Truck, Bucket Truck)	\$ 95	\$ 95
13	Delivery & Pick Up Charge for Heavy Equipment (each way)	\$ 450	\$ 450

Straight Time Rates are for Regular Time, Monday thru Friday (7AM to 3PM). Minimum 2 Hours for calls during normal business hours.

Labor Rates are double for after hours, weekends, and holidays. Minimum 4 hours for calls after hours, weekends, and holidays.

EXHIBIT A TO AMENDMENT NO. 4:

**MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY INSTALLATION,
INC. FOR WADDINGHAM SUBSTATION, DATED APRIL 20, 2017**

INDUSTRY PUBLIC UTILITIES COMMISSION

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 20, 2017 ("Effective Date"), between the Industry Public Utilities Commission, IPUC a public body ("IPUC") and Pacific Utilities Installation, Inc., a California corporation ("Consultant"). The IPUC and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, IPUC desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, IPUC and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 19, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPUC shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the IPUC and in a first-class manner in conformance with the standards of quality normally observed by an entity providing substation operation and maintenance services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or

law; and (ii) IPUC has not consented in writing to Consultant's performance of such work. No officer or employee of IPUC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the IPUC in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the IPUC for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's IPUC Manager shall represent the IPUC in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The IPUC agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Eighteen Thousand Dollars (\$218,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by IPUC and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the IPUC disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. IPUC shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The IPUC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the IPUC suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the IPUC shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the IPUC pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPUC that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of IPUC or its designees at reasonable times to review such books and records; shall give IPUC the right to examine and audit said books and records; shall permit IPUC to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the IPUC and may be used, reused, or otherwise disposed of by the IPUC without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to IPUC all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the IPUC and any and all of its officials, employees and agents ("Indemnified Parties")

from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the IPUC at Consultant's cost or at City's option, to reimburse the IPUC for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPUC is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the IPUC or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the IPUC as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the IPUC a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither IPUC nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of

the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the IPUC in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, IPUC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. IPUC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the IPUC in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the IPUC has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the IPUC to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify IPUC should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the IPUC of such Discovery, court order or subpoena. IPUC retains the right, but has no obli-

gation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPUC is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the IPUC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by IPUC to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: Public Utilities Director
With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746
To Consultant:	William Pfeifer, President Pacific Utility Installation, Inc. 1585 Harmony Circle Anaheim, CA 92807

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide IPUC with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying IPUC as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the IPUC for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the IPUC for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the IPUC and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall

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indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The IPUC and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by IPUC or Consultant of any breach of any term, covenant or condition herein

contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPUC or Consultant unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"IPUC"

Industry Public Utilities Commission

By: Paul J. Philips
Paul J. Philips, Public Utilities Director

"CONSULTANT"

Pacific Utility Installation, Inc.

By: William Pfeifer
William Pfeifer, President

Attest:

By: Diane M. Schlichting
Diane M. Schlichting, Assistant Secretary

Approved as to form:

By: James M. Casso
James M. Casso, General Counsel

Attachments: Exhibit A Scope of Services
 Exhibit B Rate Schedule
 Exhibit C Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

1. Operations and Maintenance (“O&M”) Scope of Services

Consultant shall perform full O&M responsibilities for the IPUC’s Substation (“Substation”), with the exception of the items listed in Section 4. The Consultant will perform at a minimum, emergency response & on-call services, routine, corrective & preventive maintenance, warranty compliance and technical support to ensure that the substation is safe, reliable, and operating at its optimum efficiency. In addition, the Consultant will assist with the connection of IPUC customer load including, at a minimum, start-up & shut down procedures, connection requirements & inspection, meter testing inspection & reporting, SCE meter configuration assistance; review & correct the IPUC’s operation and maintenance manual; provide, to the IPUC, a written operation documentation, detailing switching, tagging and clearance procedures; maintain As-Built drawings, as well as, configuration & maintenance records of the substation.

1.1. Monitoring, and Coordination

- Consultant will coordinate with the City’s call center and shall be able to provide onsite emergency response within two hours of notification.
- Determine if substation performance is operating within range of acceptable parameters.
- Determine required actions to restore power and optimal operations including, at a minimum, identifying contractor personnel necessary to troubleshoot, repair and restore the IPUC service to its customers
- Communicate with Southern California Edison (“SCE”) and the California Independent System Operator (“CAISO”), as necessary, to maintain reliable service, coordinate power connections and sound communication links

1.2. Dispatching of Subcontractors and Own Employees

Consultant shall dispatch and inform the IPUC when approved vendors, have been dispatched to perform required and emergency services needed to maintain, repair or test the Substation.

1.3. Troubleshooting and Service Response

If the Substation’s performance falls below or is outside of acceptable parameters, or an emergency situation indicates the need for onsite work, the Consultant shall visit the site within two hours to troubleshoot the Substation and determine the service and/or repair needed to restore the substation’s performance and/or power to the IPUC system.

The Consultant will be required to contact and dispatch the appropriate employee or subcontractor within four hours of the substation operational performance check

and/or emergency service request. The appropriate employee and/or subcontractor must be on site within 24 hours of the service request to complete the required service operation or repair and restore the Substation performance and/or IPUC power.

“Service Operations” refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers.

The Consultant will be responsible and make available to the IPUC a log of troubleshooting, service and repairs performed at the Substation.

1.4. Corrective Maintenance

Consultant will be responsible for the corrective and/or unscheduled maintenance, including at a minimum, performing services and/or replacing any part of the Substation that becomes unfit or unavailable for use, and performing the repair necessary to restore the Substation’s full operation and optimal performance.

The Consultant shall be responsible for maintaining and make available, to the IPUC, an ongoing corrective maintenance report.

1.5. Routine Inspections and Preventive Maintenance

The Consultant shall establish a bi-monthly routine inspection schedule for the Substation and perform preventive maintenance per the manufacturer’s specifications as required and needed to ensure the substation’s optimal performance. The Consultant’s preventive maintenance shall include proactive maintenance intended to keep the substation facility and equipment in good repair, good operating condition, appearance and working order; and to keep the substation’s equipment in compliance with the manufacturer’s warranties and standard practices.

The Consultant’s bi-monthly routine inspection and preventive maintenance shall include, at a minimum, the following tasks:

- General visual inspection and documentation of the Substation components, and grounds
- Visual inspection of the substation’s main power transformer, batteries & charging system, and circuit breakers
- Inspection and verification of wire connections
- Calibration of facility equipment per manufacturer’s specification
- Inspection and testing of fuses and breakers
- Wear and tear repairs

Consultant shall also comply with the routine inspection and preventative maintenance tasks set forth in Exhibit D, attached hereto, and incorporated herein by reference. Appendix 1 provides a list of anticipated routine inspection and preventive maintenance tasks.

As part of the preventative maintenance of the substation, the Consultant will provide a recommended list of spare parts based on the O&M Manual, attached hereto as Exhibit E and incorporated herein by reference, and anticipated scope of services. The Consultant shall be responsible for keeping an inventory of spare parts and equipment needed for corrective and preventive maintenance. The inventory of spare parts will be kept replenished by the Consultant to ensure timely repairs.

Detailed orders of replacement parts will be provided to the IPUC for review and approval prior to the authorization of payment.

1.6. IPUC Customer Load Connections

Consultant will assist with the connection of the IPUC customer load to the Substation. Customer connection work will include, at a minimum, substation outage schedules and timeframes, shut-down and start-up procedures, connection assistance and inspections, switchgear testing & configuration, IPUC electrical system testing & commissioning, assistance & information reporting with Southern California Edison, and reporting, documenting & acceptance of the IPUC customer connection.

Consultant will make available, to the IPUC, all materials and data related to the substation customer load and obtain IPUC approval prior to adding or supply IPUC customers' electric power through the Substation.

1.7. Hazardous Material and Waste

Consultant will apply best management practices in dealing with hazardous material and waste, including, at a minimum, the preparation and implementation of a Spill Prevention, Control and Countermeasure Plan ("SPCC"), by qualified personnel or consultant and monthly inspections required to meet the requirements of a SPCC plan.

Consultant will plan and direct the release, capture and cleanup of hazardous material and waste generated from the substation's operation and maintenance. The services needed to ensure proper capture and cleanup of hazardous material and waste will be the responsibility of the Consultant and must meet the local state and federal regulatory requirements for the materials and waste designation.

Consultant will report and document spills and release of hazardous material and waste, and the proposed or executed corrective actions taken in cleanup and disposal of material and waste to the IPUC in written form.

1.8. SCE Switch Yard Metering

Consultant will assist the IPUC, its representatives, contractors and SCE, in determining if the SCE meters, located in the adjacent SCE switching facility and associated with the Substation are reporting accurate information on the amount of energy feeding and returning from the Substation. Determination on if the SCE meters are reporting and configured correctly must be completed and agreed upon prior to the substation being used for IPUC customer load.

1.9. Operation and Maintenance Manual

Consultant will review the current IPUC Substation O&M manual for correctness and completeness. If the Consultant finds information lacking, incomplete or in error the Consultant shall provide and/or create the documents needed to update and correct the substation O&M manual. Consultant will provide the O&M manual correction recommendations to the IPUC prior to inclusion for review and acceptance. Upon IPUC review and acceptance Consultant will update the O&M manual and supply a revised and updated copy to the IPUC in digital (PDF) and printed form.

1.10. 66kV Substation Start-Up, Shut-Down and Testing Procedures

Consultant will supply the IPUC with written documentation on the requirements, processes and procedures needed with starting, shutting down and/or testing the Substation as well as written operation documentation, detailing switching, tagging and clearance procedures. The documentation will be submitted to the IPUC for review and acceptance. Upon the IPUC acceptance the Consultant will supply the IPUC a final version of the required substation procedures in digital (PDF) and printed form.

1.11. As-Built Drawings and Configuration Control

Consultant shall update As-Built Drawings to reflect the changes made to the Substation. These files shall be updated within week of the change with notice and data made available to IPUC representative and contractors.

1.12. Reporting

Consultant shall provide reports and reporting documents to the IPUC in digital format including and a minimum the following:

- Documentation of site visit (needed for payment)
- Troubleshooting, service and/or repair completed during site visit.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation
- Provide the IPUC with brief outline on recommended corrective actions
- Furnish information required to enable the IPUC to respond to CAISO or SCE.
- Provide as built information and updated drawings

EXHIBIT B

RATE SCHEDULE

Service	Cost Per Service	Occurrences (Three-year period)	Total
Monthly Service	\$4,20000	18	\$75,600.00
Annual Service	\$14,000.00	2	\$28,000.00
Three-Year Major Service	\$79,000.00	1	\$79,000.00
<i>As needed services:</i>			
IPUC Customer Load Connections		1	\$7,500.00
Hazardous Materials and Waste Plan		1	\$4,800.00
SCE Switch Yard Metering		1	\$7,800.00
Operations & Maintenance Manual		1	\$7,500.00
Start-up/Shut-down/Testing procedures		1	\$7,800.00
		Total	\$218,000.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the IPUC, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the IPUC.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to the IPUC, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the IPUC, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to IPUC as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by the IPUC's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPUC at all times during the term of this contract. IPUC reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by IPUC shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPUC before the IPUC's own insurance or self-insurance shall be called upon to protect it as a named insured.

IPUC's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, IPUC has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPUC will be promptly reimbursed by Consultant, or IPUC will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, IPUC may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the IPUC's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the IPUC, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the IPUC, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the IPUC to inform Consultant of non-compliance with any requirement imposes no additional obligations on the IPUC nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the IPUC requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the IPUC.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to IPUC with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that IPUC and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to IPUC and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to IPUC for review.

IPUC's right to revise specifications. The IPUC reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the IPUC and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the IPUC. The IPUC reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the IPUC.

Timely notice of claims. Consultant shall give the IPUC prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ITEM NO. 6.9



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Mathew Hudson, Director of Public Works
Dev Birla, Contract Electric Utility Director

DATE: June 10, 2025

SUBJECT: Update on 2025 Wildfire Mitigation Plan for Industry Public Utilities (MP 02-05)

Background:

Senate Bill ("SB") 901 (2018) and SB 1054 (2019) require every publicly owned utility ("POU") to develop a wildfire mitigation plan that identifies strategies and programs to minimize the risk that the POU's electrical lines and equipment will cause a catastrophic wildfire. Each POU must present this wildfire mitigation plan to its governing board on an annual basis. After presenting its wildfire mitigation plan to its governing board, each POU must then submit its plan to the California Wildfire Safety Advisory Board ("WSAB"). The WSAB then reviews the POU wildfire mitigation plans and provides comments and advisory opinions on the content and sufficiency of each of the plans.

The IPUC approved the initial Industry Public Utilities ("IPU") Wildfire Mitigation Plan on December 12, 2019. IPU has developed and presented a wildfire mitigation plan to the IPUC in each subsequent year until June 8, 2023, and submitted to WSAB. Based on feedback from the WSAB, IPU staff have made various changes to IPU's wildfire mitigation plan, including adding an informational table that provides specific data requested by the WSAB, as well as including a summary of key changes as compared to the prior year. IPU's most recent plan also included a new metrics table that incorporated both performance metrics and outcome metrics. These new metrics are more useful for tracking a POU's progress and performance of its wildfire mitigation practices.

The WSAB issued its Guidance Advisory Opinion on December 7, 2023, which explained that the WSAB would be focusing on recommendations for the 2025 POU wildfire mitigation plans and developing these recommendations through regular meetings with a group referred to as the "Joint Associations." The Joint Associations includes the California Municipal Utilities Association ("CMUA"), of which IPU is a member.

CMUA hosts biweekly meetings of its "Wildfire Preparedness, Response, and Recovery Working Group." These meetings cover a variety of discussion topics relating to wildfire

mitigation activities by POUs, including relevant regulatory requirements. Recent meetings have discussed Policy Papers prepared by the WSAB that provide recommendations to the electric utility industry on vegetation management best practices as well as safety improvements to help mitigate the increased wildfire risks due to the effects of climate change. During these regular working group meetings, CMUA gives updates on the WSAB meetings with the Joint Associations. IPU's most recent wildfire mitigation plan was approved by IPUC on June 13, 2024, and was slightly different than the previous plan and includes Resolution No. 2024-04 along with the staff report and updated WMP because it proposed a streamlined WMP process that is consistent with the direction from the WSAB.

Discussion:

IPU does not own or control any overhead electrical facilities within its service territory and IPU's service territory is not located in or near any Tier 2 or Tier 3 areas of CPUC's High Fire Threat District Map. IPUC has determined that its existing WMP sufficiently addresses the wildfire risks associated with IPU electric facilities and that no substantive changes have occurred since June 13, 2024. Going forward (starting in 2025), IPUC will no longer formally adopt the WMP through a resolution, unless there are substantive changes to the WMP. Instead, in years where there are no substantive changes to the WMP, IPU staff will give a presentation to the IPUC on the status of the WMP and any relevant wildfire-related information at an IPUC meeting and will provide an opportunity for comments from the public. IPU will submit its WMP to the WSAB each year with a supplemental document that provides updated information table and metric information for the applicable year, with the Notice of Public Meeting on POU Wildfire Mitigation Plan, which is attached.

Fiscal Impact:

There is no direct fiscal impact associated with the approval of the WMP.

Recommendation:

Staff recommends that the IPUC open this item for public comment.

Exhibits:

1. Notice of Public Meeting on IPUC Wildfire Mitigation Plan
2. 2024 Wildfire Mitigation Plan for Industry Public Utilities



INDUSTRY PUBLIC UTILITIES COMMISSION

June 13, 2025

Re: Notice of Public Meeting on IPU Wildfire Mitigation Plan

Dear Wildfire Safety Advisory Board:

This letter notifies the Wildfire Safety Advisory Board (“WSAB”) that on June 12, 2025, Industry Public Utility (“IPU”) presented its existing Wildfire Mitigation Plan (“WMP”) to its Industry Public Utilities Commission (“IPUC”) at a publicly noticed meeting, in accordance with Public Utilities Code section 8387(b). IPU’s WMP was most recently adopted on June 13, 2024, via Resolution 2024-04. At the June 12, 2025, meeting, IPU provided an opportunity for public comment on its existing WMP and verified that IPU’s existing WMP complies with all applicable IPUC rules, regulations, and standards, as appropriate.

IPU does not have any overhead electric supply facilities located in or near an area of the state that is designated as “extreme” or “elevated” in the California Public Utilities Commission’s High Fire Threat District Map. In consideration of this historical wildfire risk, IPU has determined that its existing WMP adequately addresses the risk of a utility-caused, catastrophic wildfire occurring in IPU’s service territory and that no substantive changes are merited for this reporting year. IPU will continue to evaluate its existing WMP in relation to the wildfire risk posed by IPU’s system on an annual basis.

In order to provide the WSAB with information on IPU’s system and WMP performance, please find as Attachment A, an updated Informational Table, and Attachment B, an updated Metrics Table.

IPU thanks the WSAB for their review and support in helping to mitigate wildfire risks in California.

Sincerely,

Joshua Nelson

Public Utilities Director
Industry Public Utilities

Attachment A - Information Table

Utility Name	Industry Public Utilities	
Service Territory Size	2 square miles	
Owned Assets	☐ Transmission ☒ Distribution ☐ Generation	
Number of Customers Served	166 customer meters	
Population Within Service Territory	15 residential customers meters	
Customer Class Makeup	<i>Number of Accounts</i>	<i>Share of Total Load (MWh)</i>
	15 Residential; 61 Small/Medium Business; 90 Commercial/Industrial	0.4 % Residential; 2.8 % Small/Medium Business; 96.8 % Commercial/Industrial
Service Territory Location/Topography¹	100 % Urban	
Service Territory Wildland Urban Interface² (based on total area)	See attached map.	
Percent of Service Territory in CPUC High Fire Threat Districts (based on total area)	Includes maps not applicable. Tier 2: 0% Tier 3: 0%	
Prevailing Wind Directions & Speeds by Season	☐ Includes maps Santa Ana wind conditions usually happen during summer months from May to October but can happen outside summer months. Santa Ana winds are strong gusty winds with speeds which can range from 30 miles per hour as much as 90 miles per hour.	
Miles of Owned Lines Underground and/or Overhead	Overhead Dist.: 0 miles Overhead Trans.: 0 miles Underground Dist.: 15 circuit miles Underground Trans.: 0 miles	
	Explanatory Note 1 - Methodology for Measuring "Miles": 16 circuit miles with multiple circuits in the same duct bank.	
	Explanatory Note 2 – Description of Unique Ownership Circumstances: None	
	Explanatory Note 3 – Additional Relevant Context: all IPU's electric infrastructure is within the IPU service territory	
Percent of Owned Lines in CPUC High Fire Threat Districts	<i>Overhead Distribution Lines as % of Total Distribution System (Inside and Outside Service Territory)</i>	
	Tier 2: 0 %	

¹ This data shall be based on the California Department of Forestry and Fire Protection, California Multi-Source Vegetation Layer Map, depicting WHR13 Types (Wildlife Habitat Relationship classes grouped into 13 major land cover types) *available at:*
<https://www.arcgis.com/home/item.html?id=b7ec5d68d8114b1fb2bfbf4665989eb3>.

² This data shall be based on the definitions and maps maintained by the United States Department of Agriculture, as most recently assembled in *The 2010 Wildland-Urban Interface of the Conterminous United States*, *available at*
https://www.fs.fed.us/nrs/pubs/rmap/rmap_nrs8.pdf.

Attachment A - Information Table

	Tier 3: 0 %
	<i>Overhead Transmission Lines as % of Total Transmission System (Inside and Outside Service Territory)</i>
	Tier 2: 0 % Tier 3: 0 %
Customers have ever lost service due to an IOU PSPS event?	☐ Yes ☒ No
Customers have ever been notified of a potential loss of service to due to a forecasted IOU PSPS event?	☐ Yes ☒ No
Has developed protocols to pre-emptively shut off electricity in response to elevated wildfire risks?	☐ Yes ☒ No. All IPU distribution circuits are underground with minimal opportunity for any wildfire originating from IPU distribution system. IPU has three interconnections with Southern California Edison (SCE). One interconnection connects to SCE's 66,000-Volts overhead sub transmission lines. The other two connect to SCE's 12,000 Volts overhead distribution lines.
Has previously pre-emptively shut off electricity in response to elevated wildfire risk?	☐ Yes ☒ No If yes, then provide the following data for calendar year 2020:

Attachment B - Metrics

Performance Metrics								
Metric type	Progress Metric			(Completed) 2024	(Forecast) 2025	(Forecast) 2026	Unit(s)	Comments
1. Substation Interconnection (above-ground system components)	Routine Inspections			12 routine-completed	4 routine-completed. 7 routine-planned 1 major planned (see comments)	12 routine	# routine monthly inspections and # major triennial inspections every three years.	Monthly routine inspections cover batteries, battery chargers and LTC operations etc. Major maintenance performed on two 12 KV interconnections in 2024. Anaheim-Puente in May 2024 and 1 Industry Hills in November 2024. Major (3) years inspection planning of Waddingham Substation in 2025.
Outcome Metrics								
Event Category	Cause category			(Actual) 2023	(Actual) 2024	(To Date) 2025	Unit(s)	Comments
Outage Event	Distribution			0	2	1	# outages	. In 2024 – 1) Two outages of Industry Hills interconnection on October 23, 2024, and then one after November 18, 2024. Both caused by SCE cable failure. 2) In April 2025, One customer outage at Anaheim-Puente Interconnection - cause unknown.
Ignitions*	Distribution			0	0	0	# ignitions	0
Level 1 Safety Hazards**	Distribution			0	0	0	# hazards discovered	0

Attachment B - Metrics

Notes:

* An "ignition" is deemed to occur if each of the following conditions is met: (1) an IPU owned or controlled facility was associated with the fire; (2) the fire was self-propagating and of a material other than electrical and/or communication facilities; (3) the resulting fire traveled greater than one linear meter from the ignition point; and (4) IPU has knowledge that the fire occurred.

** A Level 1 Safety Hazard is defined as an immediate risk with a high potential impact to public or worker safety or to system reliability, where IPU will take corrective action immediately, either by fully repairing or by temporarily repairing and reclassifying to a lower priority.

INDUSTRY PUBLIC UTILITIES ELECTRICAL UTILITY

WILDFIRE MITIGATION PLAN

VERSION 5

June 13, 2024

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I. OVERVIEW

A. POLICY STATEMENT

City of Industry (“COI” or “City”) is a California charter city, located in Los Angeles County, approximately 12 square miles in area. It is mostly an industrial city and according to the 2020 Census, it is home for over 3,000 businesses and approximately 264 residents. The electrical service to most of the customers in the city is provided by Southern California Edison (SCE). On February 22, 2001, the City Council adopted Ordinance No. 664 (Codified as Title 7 of the Industry Municipal Code), establishing a public utilities department to oversee the operations of the public utility (the utility is hereinafter referred to as the “Industry Public Utilities” or the “IPU”). The IPU currently provides electrical service to approximately 162 customers with peak demand of 8 MW, and annual energy sales of approximately 42,000 MWh. IPU’s overarching goal is to provide safe, reliable, and economic electric service to the local community. To meet this goal, the IPU constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment. All IPU electrical lines are underground.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

The IPU is in a region of the state with a low wildfire risk. No part of the IPU’s service territory is in or near the High Fire Threat District designated in the California Public Utilities Commission’s (“CPUC”) Fire Threat Map, and all IPU service territory is designated as “non-fuel” or “moderate” in the California Department of Forestry and Fire Protection’s (“CALFIRE”) Fire and Resource Assessment Program (“FRAP”) Fire Threat Map. Based on a review of local conditions and historical fires, IPU has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire.

Moreover, the IPU’s entire 12,000-volt electric distribution system is located underground in conduit and vaults and has no overhead distribution lines. IPU does not own, operate, or maintain any transmission or sub-transmission lines except two short underground 66,000- Volt taps less than 150 feet long which run from Southern California Edison’s (“SCE”) 66,000-Volt Grand Crossing Substation to the IPU owned Waddingham 66,000-Volt to 12,000-Volt Substation. Waddingham Substation has above-ground equipment such as open 66,000-Volt ring bus, circuit breakers, disconnect switches, power transformers, and 12,000-volt cable connections from low side of power transformers to the enclosed 12,000- volt switchgear and control buildings A and B. Two other IPU interconnections were made with SCE are located at the Pacific Palms Hotel and at the

Anaheim- Puente Road city owned parcel to the west of the northerly end of the street via an underground 12,000- volt distribution system. All distribution lines emanating from Waddingham substation are underground and all future distribution lines will be underground. Most IPU customers are served from underground distribution via above-ground pad mounted switches and transformers with few exceptions of subsurface equipment for streetlight power sources and miscellaneous other small services.

Historically, underground electric lines have not been associated with catastrophic wildfires. The undergrounding of electric lines serves as an effective mitigation measure to reduce the potential of power-line ignited wildfires. Based on a review of local conditions and historical fires, IPU has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire.

Despite this low risk, IPU takes appropriate actions to help the region prevent and respond to the increasing risk of devastating wildfires. In its role as a public agency, IPU closely coordinates with other local safety and emergency officials (Los Angeles County Fire and Sheriff Departments) to help protect against fires and respond to emergencies. In its role as a utility, IPU follows all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its system. This Wildfire Mitigation Plan describes the safety-related measures that IPU follows to reduce its risk of causing wildfires, including its various programs, policies, and procedures.

This plan is subject to direct supervision by the Industry Public Utilities Commission and is implemented by the Public Utilities Director. This plan complies with the requirements of Public Utilities Code Section 8387 for publicly owned electric utilities to prepare and get approval from IPUC on a wildfire mitigation plan by January 1, 2020, and submit to CPUC before July 1, 2020, and annually update and submittal thereafter. This plan also complies with the requirements of SB 901, SB111 and SB1054.

C. INFORMATION ABOUT ELECTRICAL UTILITY

Table 1: Context-Setting Information

Utility Name	Industry Public Utilities	
Service Territory Size	2 square miles	
Owned Assets	☐ Transmission ☒ Distribution ☐ Generation	
Number of Customers Served	162 customer meters	
Population Within Service Territory	15 residential customers meters	
	<i>Number of Accounts</i>	<i>Share of Total Load (MWh)</i>

Customer Class Makeup	15 Residential; 61 Small/Medium Business; 86 Commercial/Industrial	0.4 % Residential; 1.5 % Small/Medium Business; 98.1 % Commercial/Industrial
Service Territory Location/Topography¹	100 % Urban	
Service Territory Wildland Urban Interface² (based on total area)	See attached map.	
Percent of Service Territory in CPUC High Fire Threat Districts (based on total area)	Includes maps not applicable. Tier 2: 0% Tier 3: 0%	
Prevailing Wind Directions & Speeds by Season	☐ Includes maps Santa Ana wind conditions usually happen during summer months from May to October but can happen outside summer months. Santa Ana winds are strong gusty winds with speeds which can range from 30 miles per hour as much as 90 miles per hour.	
Miles of Owned Lines Underground and/or Overhead	Overhead Dist.: 0 miles Overhead Trans.: 0 miles Underground Dist.: 15 circuit miles Underground Trans.: 0 miles	
	Explanatory Note 1 - Methodology for Measuring "Miles": 15 circuit miles with multiple circuits in the same duct bank.	
	Explanatory Note 2 – Description of Unique Ownership Circumstances: None	
	Explanatory Note 3 – Additional Relevant Context: all IPU's electric infrastructure is within the IPU service territory	
Percent of Owned Lines in CPUC High Fire Threat Districts	<i>Overhead Distribution Lines as % of Total Distribution System (Inside and Outside Service Territory)</i>	
	Tier 2: 0 % Tier 3: 0 %	
	<i>Overhead Transmission Lines as % of Total Transmission System</i>	

¹ This data shall be based on the California Department of Forestry and Fire Protection, California Multi-Source Vegetation Layer Map, depicting WHR13 Types (Wildlife Habitat Relationship classes grouped into 13 major land cover types) available at: <https://www.arcgis.com/home/item.html?id=b7ec5d68d8114b1fb2bfbf4665989eb3>.

² This data shall be based on the definitions and maps maintained by the United States Department of Agriculture, as most recently assembled in *The 2010 Wildland-Urban Interface of the Conterminous United States*, available at https://www.fs.fed.us/nrs/pubs/rmap/rmap_nrs8.pdf.

	(Inside and Outside Service Territory)
	Tier 2: 0 % Tier 3: 0 %
Customers have ever lost service due to an IOU PSPS event?	☐ Yes ☒ No
Customers have ever been notified of a potential loss of service to due to a forecasted IOU PSPS event?	☐ Yes ☒ No
Has developed protocols to pre-emptively shut off electricity in response to elevated wildfire risks?	☐ Yes ☒ No. All IPU distribution circuits are underground with minimal opportunity for any wildfire originating from IPU distribution system. IPU has three interconnections with Southern California Edison (SCE). One interconnection connects to SCE's 66,000-Volts overhead sub transmission lines. The other two connect to SCE's 12,000 Volts overhead distribution lines.
Has previously pre-emptively shut off electricity in response to elevated wildfire risk?	☐ Yes ☒ No If yes, then provide the following data for calendar year 2020:

Table 2: Cross References to Statutory Requirements

Requirement	Statutory Language	Location on WMP
Persons Responsible	PUC § 8387(b)(2)(A): An accounting of the responsibilities of persons responsible for executing the plan.	Section III-B Page 8
Objectives of the Plan	PUC § 8387(b)(2)(B): The objectives of the wildfire mitigation plan.	Section II Page 7
Preventive Strategies	PUC § 8387(b)(2)(C): A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	Section V Pages 15

Evaluation Metrics	PUC § 8387(b)(2)(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	Section VII-A Page 19
Impact of Metrics	PUC § 8387(b)(2)(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Section VII-B Page 22
Deenergization Protocols	PUC § 8387(b)(2)(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Section V-D,F Pages 17-18
Customer Notification Procedures	PUC § 8387(b)(2)(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.	Section V-G,J Page 18
Vegetation Management	PUC § 8387(b)(2)(H): Plans for vegetation management.	Section IV-C Page 14
Inspections	PUC § 8387(b)(2)(I): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Section V-C Page 16
Prioritization of Wildfire Risks	PUC § 8387(b)(2)(J): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following: (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities. (ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Section IV-B&C Pages 13-14
CPUC Fire Threat Map Adjustments	PUC § 8387(b)(2)(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat	Section 1-B Page 1 Section V-A Page 15

	map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.	
Enterprise-wide Risks	PUC § 8387(b)(2)(L): A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	Section V-F Page 17
Restoration of Service	PUC § 8387(b)(2)(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire .	Section VI Page 18
Monitor and Audit	PUC § 8387(b)(2)(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies. (iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.	Section VII-C & VII-D Pages 19&22
Qualified Independent Evaluator	PUC § 8387(c): The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.	Section VIII Page 23

D. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan includes the following elements:

- Objectives of the plan
- Roles and responsibilities for carrying out the plan.
- Identification of key wildfire risks and risk drivers
- Description of wildfire prevention, mitigation, and response strategies and programs

- Metrics for evaluating the performance of the plan and identifying areas for improvement.
- Review and validation of the plan

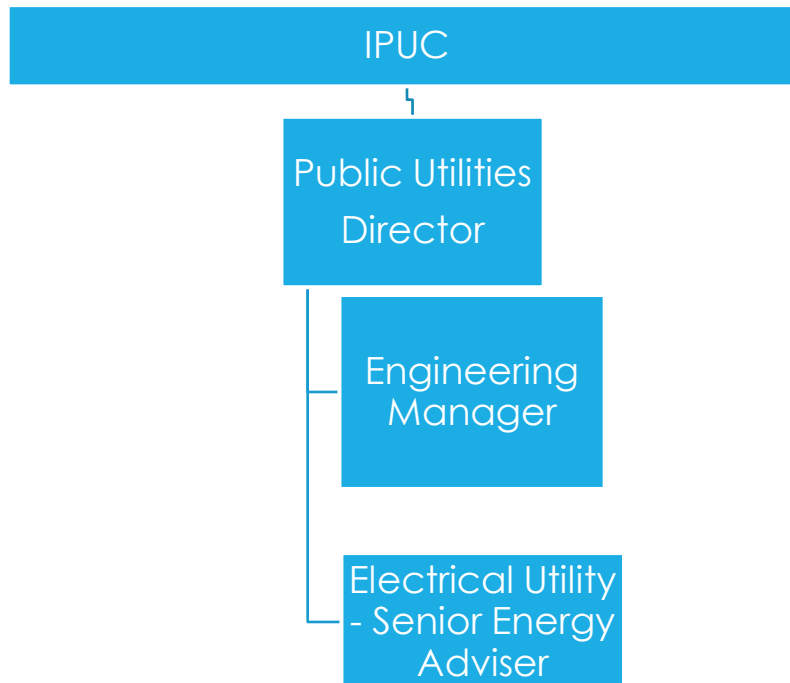
II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

The primary goal of this Wildfire Mitigation Plan is to describe IPU's existing programs, practices, and measures that effectively reduce the probability that IPU's electric supply system could be the origin or contributing source for the ignition of a wildfire. To support this goal, IPU regularly evaluates the prudent and cost-effective improvements to its physical assets, operations, and training that can help reduce the risk of equipment-related fires.

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, IPU assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

III. ROLES AND RESPONSIBILITIES

A. UTILITY GOVERNANCE STRUCTURE



B. SUPERVISION AND IMPLEMENTATION OF PLAN

This plan is subject to direct supervision by the Industry Public Utilities Commission and will be implemented by the Industry Public Utilities Director. Pursuant to Section 7.04.020 of the City of Industry Municipal Code, the City Council serves as the Commissioners of the IPUC, and the City Manager serves as the Public Utilities Director. The City’s Engineering Manager serves as Engineer to the IPUC along with the Electric Utility – Senior Energy Adviser for this WMP Roles and Responsibilities for execution of plan.

Executive Level Responsibility: The Public Utilities Director (PUD) will oversee implementation of the Plan and ensure that staff follow procedures and protocols. PUD will manage the execution of performance monitoring which includes providing guidance to IPU staff and leading the development of any reports required.

The table below describes the proposed assignments and are subject to change.

Assignment	Lead Personnel	Key Technical Personnel
IPU Wildfire Prevention and Improved Response Program	1. PUD 2. Local Los Angeles County Fire Department Station	1. IPU- Engineering Manager 2. Electrical Utilities - Senior Energy Adviser

		3. Local LA County Fire Department
Public Safety and Notification	1. PUD 2. IPU Engineering Manager 3. IPU- Electrical Senior Energy Manager	1. IPU Contractor – ENCO 2. LA County Emergency Operations Center 3. City and IPU Staff as required
Enhanced Inspections and Operational Practices	1. IPU- Electrical Senior Energy Adviser	1. IPU Staff – Inspectors 2. IPU Contractors – PUI & ENCO
Wildfire Response and Recovery	1. PUD 2. Local Los Angeles County Fire Department Station	1. IPU- Electrical Senior Energy Adviser 2. Engineering Manager 3. Local LA County Fire Department
Coordination with Los Angeles County Sheriff's and LA County Public Works Department	1. PUD 2. Local Los Angeles County Fire Department Station	1. CNC Engineering for LA County Public Works Department
Coordination with other City Departments	1. Engineering Manager	1. CNC Engineering

C. ROLE IN WILDFIRE PREVENTION

IPU – Electrical staff roles and responsibilities for (1) electric facility design, maintenance, and inspection; and (2) Vegetation Management if required.

- Operate system in a manner that will minimize potential wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by IPU electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement IPU Wildfire Mitigation Plan.
- Immediately report fires, pursuant to existing IPU practices and the requirements of this Wildfire Mitigation Plan.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.

D. WILDFIRE RESPONSE AND RECOVERY

Los Angeles County Fire Department (“LACFD”) is the lead agency, in cooperation with City of Industry and IPU, for implementation of the Wildfire Response Program. LACFD will direct IPU regarding public safety priorities. IPU Staff’s role in response to wildfire is set forth in Section E (“SEMS”) and during the recovery process is set forth in Section VI. As mentioned above under the roles and responsibilities, IPU will coordinate with LAC personnel from the Sheriff’s Department and Emergency Operations Center for situational awareness and other public safety issues. The IPU will also coordinate with LAC Department of Public Works (“LACDPW”) and other local water and wastewater companies to ensure power to these critical facilities.

E. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

IPU is located within the County of Los Angeles and will assist in the functioning of Emergency Operations Center if required depending on the situation and the request from the lead agency. As a local governmental agency, IPU has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services’ Standardized Emergency Management System (“SEMS”) Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field, local, operational area, regional, and state.

SEMS Five Level Response Coordination	
SEMS Level	Agency
Field	LAC Fire Department
Local	IPU and City
Operational Area	LAC EOC with Area D
Regional	California OES - Southern Region
State	California OES

The five levels of emergency response organization are activated only as needed. Roles and responsibilities provide a coordinated response to emergencies.

1. Field level: LAC Fire Department commands emergency response personnel and resources to carry out tactical decisions in direct response to incidents.
2. Local level: IPU and City manage the overall emergency response and recovery activities within their jurisdictions. Pursuant to this structure, IPU will coordinate and communicate with the relevant safety agencies as well as other relevant local and state agencies as required. The IPU via LACFD and LACDPW works closely with Los Angeles County to coordinate emergency operations.
3. Operational Area level: LAC EOC, with Area D, manages and coordinates information, resources, and priorities among local governments and special districts within the

operational area. It acts as the liaison between the local level and the regional and state levels.

4. Regional level: The State's OES – Southern Region manages and coordinates information and resources among operational areas within mutual aid region and between Operational Areas and the State level.
5. State level: California Governor's Office of Emergency Services manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and coordinates with the federal disaster response system.

IPU, in cooperation with the city, maintains good relations with Los Angeles County, which prepares, responds, and assists with recovery from emergencies and natural disasters.

- Los Angeles County (LAC) also coordinates and maintains the county Emergency Operations Center (EOC). The LAC EOC is activated during a major incident such as a wildfire to carry out the principles of emergency operations and management between multiple agencies.
- LAC has a direct link to the California Governor's Office of Emergency Services during disasters or any other critical incident. In the event of a major incident, LAC can work with the City and CAL OES to obtain a Presidential proclamation declaring the event as a national emergency.
- LAC works closely with other local agencies and acts as a point of contact for local agencies to California Governor's Office of Emergency Services.

LAC has identified wildland fires as one of the specific hazards that impact the county. LAC's Board of Supervisors has approved emergency and disaster plans and annexes (<https://ceo.lacounty.gov/emergencydisaster-plans-and-annexes/>), including the Operational Area Emergency Response Plan (OAERP) to establish the coordinated emergency management system for prevention, protection, response, recovery and mitigation activities within the Operational Area. LAC's OAERP conforms to SEMS.

Under the SEMS structure, a significant amount of preparation is done through advanced planning at the county level, including the coordination of public, private, and nonprofit organizations. LAC's Board of Supervisors established the LAC Operational Area on July 5, 1995. LAC serves as the lead agency of this Operational Area and is guided by the Los Angeles County Disaster Council that is made up of representatives of local agencies. The Operational Area includes local and regional organizations that bring relevant expertise to the wildfire prevention and recovery planning process. It is divided into eight Disaster Management Areas to coordinate management, planning, training, and preparedness actions. The IPU is located in Disaster Management Area D. Area D

participants and partners include the cities of Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, La Verne, Monrovia, Pomona, Rosemead, San Dimas, Sierra Madre, South El Monte, Temple City, Walnut, and West Covina; County of Los Angeles Sheriff's Department; Hacienda La Puente Unified School District; the American Red Cross; and California State Polytechnic University, Pomona. City Staff, representing itself and IPU, attend the regular monthly Area D meetings.

Pursuant to the SEMS structure, IPU will participate if required in annual training exercises.

In the event of a potential or actual incident, IPU will contact LAC Office of Emergency Management for use of their mass notification system to receive alerts and notifications to impacted jurisdictions. The benefit of using the County's notification system is it decreases the possible spread of contradictory information due to use of multiple messaging platforms. IPU will also notify its customers by email and phone calls as required under the circumstances. IPU will use its website and other social media platforms to send alerts and notifications, as needed. Potential impacted jurisdictions are:

Name	Contact Information
LAC OEM	
Fire Station 118 – 17056 Gale Ave., Industry	(626) 854-3488
Sheriff Station – Industry	(626) 330-3322
Frontier Communications- Aerial Fatalla	(714) 375 -6717
Frontier Communications – Don Beckermann	(626) 666-3526
SCE – Andrew Lopez	(909) 286-5964
Southern California Gas Company- Orange Coast Headquarters- Jeff Schenkleberg	(714) 634-3191
Rowland Water District – Allen Davidson	(562) 697-1726
Walnut Valley Water District – Tai Diep	(909) 595-1268 ext.230
City of Industry	(626) 333-2211
Area D DMAC	(909) 394-3399
Pacific Palms Resort	(626) 810-4455
Industry Hills Expo Center	(626) 330-0324
IPU customers	IPU/ENCO maintains a customer list

IV. WILDFIRE RISKS AND DRIVERS ASSOCIATED WITH DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE

A. BACKGROUND

Like most areas of Southern California, the City of Industry and IPU service territory typically experiences cool, wet winters and hot dry summers, creating extreme fire conditions from May through October, especially during the Santa Ana Wind conditions which may happen outside the hot months. Daily temperatures during the fire season from June to October are usually above 90 degrees Fahrenheit, and humidity can vary from day to day, with some days experiencing humidity in the single digits. The IPU service area is mostly an urban area without many trees or any wooded/brush area except for the Industry Business Center (“IBC”). The IBC is an area of approximately 600 acres that is currently under development. The area currently consists of vacant land with some dry brush or grass on the project site. There are no IPU overhead lines in that area or its vicinity with no significant risk of initiating any wildfire. The city is working to keep the grass areas of the IBC green and reduce potential for dry brush. All existing electrical lines at the IBC are underground and will be underground in future.

As mentioned earlier, the potential and risk of wildfire originated from the electrical lines owned, operated, and maintained by IPU is low, because the IPU’s entire 12,000- volt electric distribution system is located underground in conduit and vaults, and the IPU has no overhead distribution lines. Historically, underground lines have not been associated with catastrophic wildfires.

B. ENTERPRISE SYSTEM, OUTAGES AND OPERATIONAL/SAFETY RISK

As previously mentioned, IPU is a very small publicly owned utility, and below the minimum requirements of National Electric Reliability Council (“NERC”) and Western System Coordinating Council (WSCC) of 25 megawatts, to maintain records and report power outages with annual reliability matrixes. IPU does not own, operate, or maintain any transmission lines and all distribution lines are underground and future distribution lines will be underground. Based on the foregoing, the IPU has determined that its electrical lines and equipment do not pose a significant risk of catastrophic wildfire. Despite this low risk, IPU takes appropriate actions to help the region prevent and respond to the increasing risk of devastating wildfires. Some of the actions include:

1. IPU will purchase and use better quality equipment such as underground distribution cable with Ethylene Propylene (EPR) Insulation instead of Crosslinked Polyethylene (XLP) which is less prone to premature cable failure and potential for arcing.
2. CPCU GO 165 requires detailed distribution inspections on a 5-year cycle and the IPU will comply with it . That inspection will include a visual and detailed inspection

of the current condition and to confirm that all the underground structures, pad mount switches and pad mount transformers are functioning normal and catch anything which isn't functioning as designed and take action to correct it.

3. IPU will perform a relay protection coordination study for each of the six 12,000-Volt distribution feeders originating from the Waddingham Substation.. This study will include protection coordination of substation feeder relays with the downstream protective devices of fuses in the pad mount switches and pad mounted transformers and fine-tune the relay settings to make sure that any electrical fault on these distribution lines is cleared as quickly as possible and any faulted part of circuit isolated to reduce the potential risk of any arc.

C. PARTICULAR RISKS AND RISK DRIVERS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL RISK FACTORS

Within IPU's service territory and the surrounding areas, the primary risk drivers for wildfire are the following:

- Extended drought - Southern California just went through extended drought condition starting from December 27, 2011, to March 5, 2019, and lasted 376 weeks. Most of the state of California is experiencing drought conditions at this time again.
- Vegetation type - The IPU service territory is mostly urban with very few trees on the city streets. Waddingham Substation, with above ground equipment, has vacant land at the front entrance with some dry grass and weeds, which are routinely removed and has no vegetation on the other three sides of the substation. The IBC Development that is approximately 600 acres, has vacant land with dry grass and other brush on site and adjacent to it. Industry Hills near Pacific Palms Hotel and Expo areas have lot of trees and dry brush, but there are no overhead electrical lines at the Expo Center and Pacific Palms hotel areas. The Anaheim-Puente Interconnection is underground from the SCE owned overhead distribution line from the SCE Switching Station on the adjacent parcel and has no vegetation around it.
- Vegetation Density - Low to moderate except in the Industry Hills and Expo area and low in other areas.
- Weather - Summer is usually hot dry with daily temperatures usually above 90-degree Fahrenheit from June to October months. Winter is cool and wet and most of 14.68 average annual rain between months of November and March. The average annual temperature is 77 degrees Fahrenheit. Humidity can vary from day to day and can be in single digits in hot summer months from May to October and creating extreme fire conditions in combination with Santa Ana Winds.

- High winds - Santa Ana Wind conditions normally happen during summer months from May to October and can also happen outside the hot months. Santa Ana Winds are strong gusty winds with speeds which can range from 30 miles per hour to as much as 90 miles per hour.
- Terrain - there is more significant terrain variation at the IBC and at the Pacific Palms Resort area.
- Changing Weather Patterns (Climate Change) - IPU recognizes that climate change is forecasted to increase the frequency and severity of catastrophic wildfires in California. Accordingly, IPU has reviewed relevant sources of data showing wildfire-related climate change impacts in California and specifically in the City of Industry through the Cal-Adapt enterprise collaboration. This review included data on forecasted acres burned and wildfire probability,³ as well as extreme heat days,⁴ and extended drought.⁵ IPU has determined that, because of IPU's small size, the impacts of climate change are likely to affect IPU's entire service territory evenly and that IPU's undergrounded distribution system is a highly effective mitigation against any increased risks due to climate change.
- Communities at Risk - Besides the City of industry, other adjacent cities of Diamond Bar, Walnut and La Puente may be impacted but the chances are slim.
- Fire History- There is no known history of wildfires in the area served by IPU.

V. WILDFIRE PREVENTATIVE STRATEGIES AND PROGRAMS

A. CPUC HIGH FIRE THREAT DISTRICT

IPU did not directly participate in the development of the CPUC's Fire-Threat Map, which designates a High-Fire Threat District.

IPU has reviewed the proposed boundaries of the High Fire Threat District and confirmed that, based on local conditions and historical fire data, all IPU's service territory was properly excluded, and has no tier 2 or tier 3 fire threat area as of June 2021. IPU does not need to incorporate the High Fire Threat District into its construction, inspection, maintenance, repair, and clearance practices, until CPUC Fire Threat Map is revised to show any area served by IPU falls with it, but IPU will continue to follow those as an extra precautionary measure where applicable.

B. DESIGN AND CONSTRUCTION STANDARDS

³ The CalAdapt Wildfire Tool is available at <https://cal-adapt.org/tools/wildfire>.

⁴ The CalAdapt Extreme Heat Days Tool is available at <https://cal-adapt.org/tools/extreme-heat>.

⁵ The CalAdapt Extended Drought Tool is available at <https://cal-adapt.org/tools/extended-drought>.

IPU's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. IPU follows CPUC General Orders (GO) 128 as a key industry standard for design and construction of underground electrical facilities. Additionally, IPU monitors and follows, as appropriate, the National Electric Safety Code.

As described under Overview I.B on page 1, IPU's Waddingham 66,000-volt to 12,000-volt Substation has typical above ground equipment such as open 66,000-volt bus, circuit breakers, disconnect switches and power transformers and overhead cable connections to enclosed 12,000-volt switchgears and control buildings A and B. equipment. All 12,000-volt distribution circuits emanating from the substation are underground. The design and construction of the substation complied with all the applicable National Electrical Codes and the Utility Industry Practices and National Electrical Safety Codes. The maintenance of the substation meets the requirements of CPUC GO 174. As described under Section IV C- Wildfire Risks and Drivers Associated with Design, Construction, Operation and Maintenance on page 14, the substation has vacant land at the front entrance of the substation with some dry grass and weeds which is routinely removed by IPU and has no vegetation on other three sides of the substation. Above-ground substation equipment is far away from the dry grass and weeds area and has gravel around it and there is no fire risk to the electrical equipment from the grassy area in front.

Similarly, all pad mounted electrical service equipment such as the pad mounted switches and the pad mounted transformers meet utility industry design practices and require working clearances around it and mostly at the customer's premises with no vegetation close to it. The maintenance of the equipment meets the requirements of CPUC GO 165.

C. INSPECTIONS

Inspections and follow up with action items to perform required maintenance plays an important role in wildfire prevention. Currently, the IPU patrols its distribution system regularly and will comply with GO 165 requirements of 5-year inspection cycle due in November 2024.

Some of inspection activities will include more detailed inspections of pad mounted equipment such as switch blades, rusting and any other abnormal thing which can cause short-circuits and failures with an initiating arc. Similarly, for underground structures we will perform infrared tests on the cable terminators or 600 amp and 200-amp elbows if required.

If IPU staff discovers a facility in need of repair that is owned by an entity other than IPU, the IPU may issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

D. DEENERGIZATION

IPU has the authority to preemptively shut off power due to fire-threat conditions, however, this option is not likely to be used and will only be used in extraordinary circumstances. Due to the minimal risk of IPU's electrical supply facilities causing a power-line ignited wildfire, IPU is not adopting specific protocols for de-energizing any portions of its electric distribution system. IPU will re-evaluate this determination in future updates to this Wildfire Mitigation Plan.

E. SITUATIONAL AWARENESS

Presently IPU is considering installing smart electrical meters with automated metering infrastructure (AMI) to track individual customer power outages along with the outage notification system as part of the Meter Data Management System (MDMS) system. IPU's plan to upgrade to AMI and MDM would help provide situational awareness of the condition of the electrical distribution system. IPU had gone through the proposal process and selected vendors for AMI and MDMS, and installation of both AMI and MDMS is underway and expected to be completed by December 31, 2024.

IPU staff monitors weather reports from the local radio and television stations and is alert during the Santa Ana Winds and other high fire threat conditions and will attempt to not schedule any field work to be performed as a precautionary measure unless it is necessary.

F. OPERATIONAL PRACTICES

IPU will operate the electrical distribution system in a manner that will minimize potential wildfire risks including taking all reasonable and practical actions to minimize the risk of a catastrophic wildfire caused by the IPU's electrical facilities. As previously recommended by the third-party evaluator, IPU will perform a relay protection coordination study for each of the six 12,000- Volt distribution feeders originating from the Waddingham Substation.. This study will include protection coordination of substation feeder relays with the downstream protective devices of fuses in the pad mount switches and pad mounted transformers and fine- tune the relay settings to make sure that any electrical fault on these distribution lines is cleared as quickly as possible and any faulted part of circuit isolated to reduce the potential risk of any arc. Staff will take corrective

actions for deficiencies when the staff witnesses or is notified of improperly installed or maintained fire protection measures. In general, during high wildfires, threats period (red flag warnings) the IPU will perform only essential work.

G. PUBLIC SAFETY AND NOTIFICATION

The IPU will do the following to communicate with the community during high fire threat periods and disaster.

- Coordinate with LACFD and LAC Sheriff's Department
- Expand current IPU customers' notification protocol used for CAISO flex alerts and planned outages to develop communication protocol for notification to the rest of community and social media.

VI. RESTORATION OF SERVICE

In the event of a wildfire or other emergency event, IPU will coordinate the activities necessary to restore electrical service to all parties as required. The IPU will coordinate with SCE on the restoration of the three interconnection points of Waddingham 66,000 volt to 12,000-Volt Substation, Anaheim- Puente 12,000 volt and Pacific Palms Hotel 12,000-volt interconnections. Restoration of service in each specific incident may be different but the steps taken will be similar to begin the restoration process. The steps are as follows:

Assessment.

The IPU will patrol each line segment to determine the extent of damage that has occurred. The patrol will include the assessment of access to the equipment, clean/up and debris removal personal protective equipment (PPE) requirements of the crews. The IPU will work with the LACFD and LACSD as required to make sure the area is deemed safe to restore electrical power.

Planning.

After the preliminary and initial assessment, IPU Staff will discuss the plan and needed work to restore power. Any individual customer that has damage to its electrical service panel or transformer will be isolated from the pad mounted switch. Teams will focus on prioritizing the restoration efforts to most critical infrastructure needs first, such as critical water and communication facilities. IPU does not provide electric service to any potable water and sewer facilities which fall under critical facilities category, but it does provide electric service to reclaimed water facilities at Expo Center behind Pacific Palms Hotel

called “Water Tanks”, Anaheim – Puente Area to Rowland Water and then to Walnut Valley Water District (WVWD) at IBC East. IPU will put priority on the restoration of those reclaimed water facilities. (does IPU provide electric service to any critical water facilities), Pacific Palms Hotel and Waddingham Substation etc.

Mobilize and Action.

Based on the complexity of restoration efforts, the IPU will coordinate the crews and material needs as required. IPU has some contracts with material vendors for material needs but in the event of widespread catastrophic damage in the region it may become a challenge to acquire the needed material.

Restoration.

Rebuild efforts will start as soon as the areas become safe to access. Initial effort will be to restore the interconnections with SCE, first starting from the Waddingham Substation and then all 12,000- volt distribution circuits. Depending upon case by case, rebuilding or any demolition required may be done simultaneously or rebuilding first and demolitions later if safe to do so. After all distribution circuits are restored, all individual customers will be restored to power except those which have sustained damage and isolated from the circuit. After the repair or replacement of transformer and /or electrical service panel and inspection certification if needed, the remaining customers will be restored.

VII. EVALUATING OF THE PLAN

A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

IPU tracks both performance metrics and outcome metrics to measure the effectiveness of this Wildfire Mitigation Plan. The performance metrics that IPU tracks are leading indicators that describe actions that are intended to reduce the risk of utility caused wildfires. Because the only above-ground components of IPU’s system are substations, the only performance metric is the number of routine inspections performed on those substations. There is no vegetation in proximity to either of IPU’s above-ground substations, so there is no performance metric relating to vegetation management. The outcome metrics tracked by IPU are lagging indicators that measure outcomes that may be associated with an increased risk of utility-caused wildfires. These outcome metrics include outages, ignitions, and level 1 safety hazards.

B. METRICS

Performance Metrics								
Metric type	Progress Metric			(Completed) 2023	(Forecast) 2024	(Forecast) 2025	Unit(s)	Comments
1. Substation Interconnection (above-ground system components)	Routine Inspections			12 routine-completed	5 routine-completed. 6 routine-planned 1 major	12 routine	# routine monthly inspections and # major triennial inspections every three years.	Monthly routine inspections cover batteries, battery chargers and LTC operations etc. The last triennial major inspection was performed in October 2021. The next major triennial inspection is due in October 2024.
Outcome Metrics								
Event Category	Cause category			(Actual) 2022	(Actual) 2023	(To Date) 2024	Unit(s)	Comments
Outage Event	Distribution			1	0	1	# outages	. Nov. 17/18, 2022 - SCE pole replacement of overhead distribution circuit of Anaheim-Puente Interconnection caused outage to all 18 customers served from this interconnection. On April 19, there was a power outage for approximately 30 minutes to all 18 customers served from Anaheim- Puente Interconnection. It was caused by

								an SCE feeder outage serving this 12.000- volt SCE Interconnection.
Ignitions*	Distribution	0	0	0	0	0	# ignitions	0
Level 1 Safety Hazards**	Distribution	0	0	0	0	0	# hazards discovered	0
Notes: * An "ignition" is deemed to occur if each of the following conditions is met: (1) an IPU owned or controlled facility was associated with the fire; (2) the fire was self-propagating and of a material other than electrical and/or communication facilities; (3) the resulting fire traveled greater than one linear meter from the ignition point; and (4) IPU has knowledge that the fire occurred. ** A Level 1 Safety Hazard is defined as an immediate risk with a high potential impact to public or worker safety or to system reliability, where IPU will take corrective action immediately, either by fully repairing or by temporarily repairing and reclassifying to a lower priority.								

C. IMPACT OF METRICS ON PLAN

IPU reviews these metrics to identify areas of its operations and service territory that are disproportionately impacted by outages, ignitions, or level 1 safety hazards. IPU will then evaluate potential improvements to the plan or additional mitigation measures to address any such disproportionately affected areas.

D. MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan is presented to IPUC on an annual basis. Since IPU is a low risk POU with no overhead lines and no electrical facilities within 2.0 and 3.0 HFTD and , a qualified independent evaluator is not required to review the plan..

E. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

IPU Staff, inspectors and contractors are encouraged to identify Wildfire Mitigation Plan deficiencies to the IPU – Operations Manager as soon as possible when observed. The Operations Manager will evaluate each reported deficiency and if it is determined to be a valid deficiency, it will be entered into a log with the following information:

- Date the deficiency was discovered.
- Description of deficiency
- Source identifying the deficiency.
- Priority based on the severity.
- Corrective action required and with deadline to accomplish.
- Assigned staff for corrective action.
- Date corrective action completed.

F. MONITORING THE EFFECTIVENESS OF INSPECTIONS

As previously mentioned, IPU will endeavor to exceed the GO 165 requirement to conduct a detailed inspection on a five-year cycle, and instead, perform that inspection on a four-year inspection cycle. (see comment above) Also, IPU performed GO 165 inspections in November 2019 and plans to do it summer of 2023. Anything found that needs improvement or appear hazardous will be documented and will be given a priority with a work order and that work order will be tracked to the closure.

VIII. QUALIFIED INDEPENDENT EVALUATOR

IPU contracted with Intertie Incorporated to perform an independent evaluation of its 2020 WMP. Intertie Incorporated submitted its evaluation of IPU's 2020 WMP on December 12. This report was incorporated as Exhibit B to the 2020 WMP, which was approved by IPUC.

IPU is a fully undergrounded electric utility that is located in an completely urban geographic region. No part of IPU's service territory falls within Tier 2 or Tier 3 of the CPUC's High Fire Threat District Map. As described above, the only above-ground components of IPU's system are substations (Waddingham 66,000-volt to 12,000-volt Substation and the customer stations of pad mounted switches and pad mounted transformers for electrical services mostly at the customer premises or public right of ways in front of customer premises), which have no proximity to any vegetation that could be result in a utility-caused wildfire. Because IPU's system is already designed and operated in way that effectively mitigates against the risk of wildfires, IPU does not anticipate any substantive changes to its wildfire mitigation efforts or wildfire risks on a year-to-year basis. This lack of change means that any subsequent independent evaluation of IPU's WMP would serve little value because it would be effectively the same as the prior evaluation. Therefore, IPU will defer contracting with an independent evaluator until there is a meaningful change in IPU's system or service territory that is relevant to wildfire risk, or if IPU implements any new wildfire mitigation measures.

IX. RESPONSES TO QUESTIONS & COMMENTS FROM WSAB ON IPU WMP FROM FEBRUARY 10, 2022

1. **WSAB Guidance Note:** The WSAB appreciates Industry including update metric tracking results information for 2021 in the 2022 WMP. The WSAB notes, however, that Industry still includes a "wires down" metric and wonders whether that metric and tracking of results thereof is really useful for a utility with all underground infrastructure. The WSAB encourages Industry to develop metrics that allow for useful tracking of progress and practices, including performance metrics (inspections accomplished, goals met etc.).

IPU Response: IPU has substantially revised its metrics table to track both performance metrics and outcome metrics that are appropriate for a fully undergrounded electric utility.

X. IPUC RESOLUTION 2024 -XX OF JUNE 13, 2024 IPUC MEETING

ITEM NO. 6.10



INDUSTRY PUBLIC UTILITIES COMMISSION

MEMORANDUM

TO: President and Commissioners

FROM: Joshua Nelson, Public Utilities Director

STAFF: Yamini Pathak, Finance Director

DATE: June 10, 2025

SUBJECT: Consideration of Resolution No. IPUC 2025-02 - A Resolution of the Industry Public Utilities Commission ("IPUC") Adopting the FY 2025-2026 IPUC Budget

Background:

Below is a summary of the revenues and expenses for the Industry Public Utilities ("IPU").

INDUSTRY PUBLIC UTILITIES
BUDGET COMPARISON TO PRIOR YEAR
PROPOSED BUDGET 2025-2026

	PROPOSED BUDGETED REVENUES			PROPOSED BUDGETED EXPENDITURES		
	2025 - 2026	2024 - 2025	% - CHANGE	2025 - 2026	2024 - 2025	% - CHANGE
161 IPUC ELECTRICITY	\$ 8,544,000	\$ 6,531,000	31%	\$ 7,035,000	\$ 7,251,000	-3%
165 CARB	354,000	489,000	-28%	1,441,000	450,000	220%
122 ELECTRIC CAPITAL IMPROVEMENT	-	-	0%	4,070,000	2,050,000	99%
560 IPUC - RECLAIMED WATER	1,391,000	1,245,300	12%	1,353,000	1,425,000	-5%
123 WATER CAPITAL IMPROVEMENT	-	-	0%	1,795,000	3,325,000	-46%
561 IPUC - PORTABLE WATER	3,018,000	2,795,500	8%	2,737,000	2,616,800	5%
	<u>\$ 13,307,000</u>	<u>\$ 11,060,800</u>		<u>\$ 18,431,000</u>	<u>\$ 17,117,800</u>	

Discussion:

Staff has budgeted total revenues for IPU – Electric in the amount of \$8,544,000, and are anticipating \$11,105,000 of expenditures, which represents a \$2,561,000 decrease in fund balance for FY 2025-2026. The expenditures include \$4.0 million for Capital Improvement Projects. IPU Electricity generates revenues from electricity sales and incurs expenditures mainly on purchase of electricity, professional services, general engineering and utilities and energy rebates. The shortfall will be supported by reserve funds.

In addition, Staff has budgeted total revenues for IPU – Reclaimed water in the amount of \$1,391,000, and are anticipating \$3,148,000 of expenditures, which represents a \$1,757,000 decrease in fund balance for FY 2025-2026. The expenditures include \$1.8 million for Capital Improvement Projects. IPU – Reclaimed water generates revenues from reclaimed water sales and incurs expenditures mainly on contract labor for professional and technical services, reclaimed water system and utilities. The shortfall will be supported by reserve funds.

Staff has budgeted total revenues for IPU – Potable Water in the amount of \$3,018,000, and are anticipating \$2,737,000 of expenditures, which represents a \$281,000 increase in fund balance for FY 2025-2026. IPU – Potable water generates revenues from water sales and services charges, and incurs expenditures mainly on salaries, benefits, professional services, assessments, operating and maintenance fees, repairs and utilities.

Staff has budgeted total revenues for CARB in the amount of \$354,000, and are anticipating \$1,441,000 of expenditures, which represents a \$1,084,000 decrease in fund balance for FY 2025-2026.

Fiscal Impact:

The FY 2025-26 Proposed IPU Budget totals **\$18,431,000** in expenditures and is supported by **\$13,307,000** in revenues, which will decrease the fund balance by **\$5,124,000**.

Recommendation:

Staff recommends the Industry Public Utilities Commission adopt Resolution No. 2025-02 - A Resolution of the Industry Public Utilities Commission (“IPUC”) Adopting the FY 2025-26 IPU Budget

Exhibits:

1. IPUC Budget Pages FY 2025-26
2. COI IPU Resolution 2026 Budget - FINAL



Industry Public Utilities Commission (IPUC)

City of Industry | FY 2025/26 Proposed Budget

INDUSTRY PUBLIC UTILITY COMMISSION PROPOSED ANNUAL BUDGET							
REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2023-24	AMENDED BUDGET 2023-24	ACTUAL 2023-24	ADOPTED BUDGET 2024-25	AMENDED BUDGET 2024-25	ACTUAL 3/31/2025	PROPOSED BUDGET 2025-2026
IPUC - CARB SPECIAL REVENUE	\$ 256,000	\$ 475,000	\$ 483,074	\$ 489,000	\$ 489,000	\$ 380,577	\$ 354,000
	<u>\$ 256,000</u>	<u>\$ 475,000</u>	<u>\$ 483,074</u>	<u>\$ 489,000</u>	<u>\$ 489,000</u>	<u>\$ 380,577</u>	<u>\$ 354,000</u>
IPUC -ELECTRICITY							
4103 ELECTRICITY SALES							
4103.01 ELECTRICITY SALE - LARGE COMMERCIAL	\$ 4,158,000	\$ 4,158,000	\$ 3,564,046	\$ 3,822,000	\$ 3,822,000	\$ 2,580,447	\$ 4,660,000
4103.02 ELECTRICITY SALE - LARGE GENERAL SERVICES	1,155,000	1,155,000	1,496,136	1,453,000	1,453,000	999,164	1,740,000
4103.03 ELECTRICITY SALE - SMALL COMMERCIAL	97,000	97,000	156,387	148,000	148,000	108,434	185,000
4103.04 ELECTRICITY SALE - RESIDENTIAL	17,000	17,000	17,656	17,000	17,000	10,870	17,000
4103.05 ELECTRICITY SALES BAD DEBT	-	-	-	-	-	-	-
4103.06 ELECTRIC - ENERGY SETTLEMENT	-	800,000	759,350	693,000	693,000	662,315	1,542,000
4104 ELECTRIC METER REVENUE	-	-	-	-	-	-	-
4300.02 INVESTMENT INTEREST INCOME	148,000	398,000	420,214	398,000	398,000	295,155	400,000
4355 OTHER INCOME	1,000	1,000	5,694,611	-	-	1,102	-
IPUC - ELECTRIC TOTAL	<u>\$ 5,576,000</u>	<u>\$ 6,626,000</u>	<u>\$ 12,108,399</u>	<u>\$ 6,531,000</u>	<u>\$ 6,531,000</u>	<u>\$ 4,657,486</u>	<u>\$ 8,544,000</u>
IPUC - RECLAIMED WATER							
4115 RECLAIMED WATER SALES	\$ 914,000	\$ 914,000	\$ 1,211,043	\$ 784,000	\$ 784,000	\$ 629,888	\$ 866,000
4116 RECLAIMED WATER SYSTEM - CIP	221,000	221,000	152,958	175,000	175,000	142,051	196,000
4300.02 INVESTMENT INTEREST INCOME	78,000	278,000	280,220	278,000	278,000	235,518	324,000
4355 OTHER INCOME	-	-	184,795	8,300	8,300	2,637	5,000
IPUC - RECLAIMED WATER TOTAL	<u>\$ 1,213,000</u>	<u>\$ 1,413,000</u>	<u>\$ 1,829,016</u>	<u>\$ 1,245,300</u>	<u>\$ 1,245,300</u>	<u>\$ 1,010,095</u>	<u>\$ 1,391,000</u>
IPUC - PORTABLE WATER							
4000 WATER SALE	\$ 1,322,500	\$ 1,380,000	\$ 1,483,964	\$ 1,497,600	\$ 1,643,300	\$ 1,163,005	\$ 1,749,000
4001 SERVICE CHARGES	750,700	750,700	832,021	837,800	837,800	523,021	922,000
4002 CUSTOMER CHARGES	43,000	43,000	55,435	40,300	40,300	31,194	40,000
4003 FIRE SERVICES DC CHARGES	170,600	170,600	182,255	179,600	179,600	123,083	206,000
4440 MISCELLANEOUS INCOME	82,300	82,300	87,155	94,500	94,500	49,374	101,000
IPUC - PORTABLE WATER TOTAL	<u>\$ 2,369,100</u>	<u>\$ 2,426,600</u>	<u>\$ 2,640,829</u>	<u>\$ 2,649,800</u>	<u>\$ 2,795,500</u>	<u>\$ 1,889,678</u>	<u>\$ 3,018,000</u>
IPUC TOTAL	<u><u>\$ 9,414,100</u></u>	<u><u>\$ 10,940,600</u></u>	<u><u>\$ 17,061,318</u></u>	<u><u>\$ 10,915,100</u></u>	<u><u>\$ 11,060,800</u></u>	<u><u>\$ 7,937,836</u></u>	<u><u>\$ 13,307,000</u></u>

INDUSTRY PUBLIC UTILITY COMMISSION
PROPOSED ANNUAL BUDGET

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2023-24	AMENDED BUDGET 2023-24	ACTUAL 2023-24	ADOPTED BUDGET 2024-25	AMENDED BUDGET 2024-25	ACTUAL 3/31/2025	PROPOSED BUDGET 2025-2026
ELECTRIC FUND								
5001.03	EXPENSE - SALARY REIMBURSEMENT	\$ -	\$ -	\$ -	\$ 453,000	\$ 453,000	\$ -	\$ 467,000
5012	GENERAL INSURANCE AND BONDING	10,000	10,000	-	5,000	5,000	-	5,000
5013	TELEPHONE	45,000	45,000	46,465	50,000	50,000	36,576	10,000
5018	OFFICE SUPPLIES & POSTAGE	-	-	-	1,000	1,000	608	1,000
5021	DUES AND SUBSCRIPTIONS	10,000	10,000	-	10,000	10,000	11,064	15,000
5025	MISCELLANEOUS	5,000	5,000	-	1,000	1,000	135	1,000
5060.01	SPECIAL TAXES AND FEES- ELECTRIC	15,000	15,000	10,811	12,000	12,000	6,493	12,000
5120.01	PROFESSIONAL SERVICES	275,000	550,000	571,679	700,000	700,000	496,816	850,000
5120.02	LEGAL SERVICES	50,000	50,000	25,468	25,000	25,000	8,659	20,000
5130	PLANNING, SURVEY AND DESIGN	530,000	-	-	-	-	-	1,000
5205	CONSTRUCTION COSTS	5,750,000	-	-	-	-	-	-
5550	REPAIR AND MAINTENANCE EQUIPMENT	1,000	1,000	540	1,000	1,000	-	1,000
5560	EQUIPMENT RENTAL	5,000	5,000	-	5,000	5,000	-	2,000
5565	SMALL EQUIPMENT & SUPPLIES	-	-	(11,659)	60,000	60,000	9,712	20,000
5570	PRINTING AND PHOTOGRAPHS	1,000	1,000	-	1,000	1,000	-	1,000
5640	ADVERTISING AND PRINTING	5,000	5,000	756	5,000	5,000	-	1,000
5695.01	COMPUTER SERVICES	11,000	11,000	9,551	5,000	5,000	2,475	5,000
5730.01	UTILITIES - GAS	1,000	1,000	-	1,000	1,000	-	1,000
5730.03	UTILITIES - ELECTRICITY	300,000	300,000	328,695	325,000	325,000	210,873	325,000
5900	GENERAL ENGINEERING	535,000	350,000	379,897	375,000	575,000	418,311	600,000
6050	HAZARDOUS WASTE - DISPOSAL	10,000	10,000	-	10,000	10,000	-	5,000
6200	CONTRACT LABOR - PROFESSIONAL TECHNICAL SERVICES	150,000	200,000	295,296	225,000	275,000	206,865	300,000
6325	DEPRECIATION	-	-	1,090,329	-	-	-	-
6414	ELECTRIC PURCHASED POWER	3,914,000	3,914,000	3,158,665	4,222,000	4,222,000	1,705,800	3,805,000
6415	ENERGY REBATE	155,000	155,000	(4,738)	149,000	149,000	-	183,000
6416	ELECTRIC - ENERGY STORAGE FACILITY	-	250,000	278,947	300,000	300,000	71,352	294,000
8510	PROPERTY MAINTENANCE	10,000	10,000	5,230	10,000	10,000	5,214	10,000
9010	FURNITURE, EQUIPMENT & FIXTURES	225,000	50,000	100,078	50,000	50,000	79,335	100,000
SUBTOTAL		\$ 12,013,000	\$ 5,948,000	\$ 6,286,009	\$ 7,001,000	\$ 7,251,000	\$ 3,270,290	\$ 7,035,000
ELECTRIC CAPITAL PROJECT								
5130	PLANNING, SURVEY AND DESIGN	\$ -	\$ 1,230,000	\$ 481,965	\$ 570,000	\$ 685,000	\$ 166,197	\$ 770,000
5205	CONSTRUCTION COSTS	-	4,450,000	2,126,479	1,380,000	1,085,000	194,815	3,000,000
5900	GENERAL ENGINEERING	-	215,000	86,773	100,000	280,000	52,870	300,000
SUBTOTAL		\$ -	\$ 5,895,000	\$ 2,695,216	\$ 2,050,000	\$ 2,050,000	\$ 413,882	\$ 4,070,000
TOTAL		\$ 12,013,000	\$ 11,843,000	\$ 8,981,225	\$ 9,051,000	\$ 9,301,000	\$ 3,684,172	\$ 11,105,000

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED	AMENDED		ADOPTED	AMENDED		PROPOSED
		BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET
		2023-24	2023-24	2023-24	2024-25	2024-25	3/31/2025	2025-2026
CARB								
5120.01	PROFESSIONAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -
5570	PRINTING AND PHOTOGRAPHS	-	-	-	-	-	398	-
6414	ELECTRIC PURCHASED POWER	-	-	326,358	-	450,000	260,082	1,441,000
6415	ENERGY REBATE	-	103,000	102,822	250,000	-	-	-
	TOTAL	<u>\$ -</u>	<u>\$ 103,000</u>	<u>\$ 429,180</u>	<u>\$ 250,000</u>	<u>\$ 450,000</u>	<u>\$ 267,480</u>	<u>\$ 1,441,000</u>

INDUSTRY PUBLIC UTILITY COMMISSION
PROPOSED ANNUAL BUDGET

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2023-24	AMENDED BUDGET 2023-24	ACTUAL 2023-24	ADOPTED BUDGET 2024-25	AMENDED BUDGET 2024-25	ACTUAL 3/31/2025	PROPOSED BUDGET 2025-2026
IPUC EXPENDITURES (RECLAIMED WATER)								
5001.03	EXPENSE - SALARY REIMBURSEMENT	\$ -	\$ -	\$ -	\$ 453,000	\$ 453,000	\$ -	\$ 467,000
5011	BOARD SALARIES	20,000	20,000	19,772	20,000	20,000	13,286	-
5012	GENERAL INSURANCE AND BONDING	-	-	-	-	-	-	-
5018	OFFICE SUPPLIES & POSTAGE	1,000	1,000	406	-	-	409	1,000
5027	MEDICARE	1,000	1,000	287	1,000	1,000	193	-
5031	DISABILITY	2,000	2,000	1,226	2,000	2,000	824	-
5031.01	DISABILITY - LONG TERM	-	-	-	1,000	1,000	-	-
5110	ACCOUNTING FEES	2,000	2,000	1,738	3,000	3,000	1,376	3,000
5120.01	PROFESSIONAL SERVICES	7,000	7,000	76,050	50,000	50,000	-	50,000
5120.02	LEGAL SERVICES	3,000	3,000	11,526	5,000	5,000	398	5,000
5130	PLANNING, SURVEY AND DESIGN	1,375,000	-	-	-	-	-	-
5205	CONSTRUCTION COSTS	1,400,000	-	-	-	-	-	-
5695.02	COMPUTER EQUIPMENTS	-	-	81,258	-	-	-	-
5730.01	UTILITIES - GAS	-	-	-	-	-	346	1,000
5730.02	UTILITIES - WATER	-	-	-	-	-	-	-
5730.03	UTILITIES - ELECTRIC	306,000	306,000	286,111	318,000	318,000	182,228	300,000
5740	PROPERTY TAXES AND ASSESSMENTS	12,000	12,000	9,192	15,000	15,000	9,037	15,000
5795	FILING/PERMIT FEES	-	-	-	-	-	707	1,000
5900	GENERAL ENGINEERING	50,000	5,000	7,173	7,000	7,000	4,985	10,000
6200	CONTRACT LABOR - PROFESSIONAL AND TECHNICAL SERVICES	72,000	72,000	108,298	96,000	96,000	45,051	96,000
6325	DEPRECIATION	-	-	781,233	-	-	-	-
8510	PROPERTY MAINTENANCE	-	-	3,030	-	-	2,386	4,000
9060	RECLAIMED WATER SYSTEM	578,000	578,000	304,406	454,000	454,000	322,845	400,000
SUBTOTAL		\$ 3,829,000	\$ 1,009,000	\$ 1,691,705	\$ 1,425,000	\$ 1,425,000	\$ 584,072	\$ 1,353,000
WATER CAPITAL PROJECT								
5130	PLANNING, SURVEY AND DESIGN	-	1,565,000	149,489	1,645,000	1,635,000	106,543	410,000
5205	CONSTRUCTION COSTS	-	900,000	75	1,640,000	1,640,000	716,591	1,350,000
5640	ADVERTISING AND PRINTING	-	-	2,375	10,000	10,000	-	-
5900	GENERAL ENGINEERING	-	45,000	27,582	30,000	40,000	5,678	35,000
SUBTOTAL		\$ -	\$ 2,510,000	\$ 179,521	\$ 3,325,000	\$ 3,325,000	\$ 828,812	\$ 1,795,000
TOTAL		\$ 3,829,000	\$ 3,519,000	\$ 1,871,226	\$ 4,750,000	\$ 4,750,000	\$ 1,412,883	\$ 3,148,000

INDUSTRY PUBLIC UTILITY COMMISSION
PROPOSED ANNUAL BUDGET

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED	AMENDED	ACTUAL	ADOPTED	AMENDED	ACTUAL	PROPOSED
		BUDGET	BUDGET		BUDGET	BUDGET		BUDGET
		2023-24	2023-24	2023-24	2024-25	2024-25	3/31/2025	2025-2026
IPUC EXPENDITURES (POTABLE WATER)								
5001	SALARIES	\$ 522,300	\$ 522,300	\$ 558,393	\$ 704,000	\$ 704,000	\$ 436,144	\$ 731,000
5012	GENERAL INSURANCE AND BONDING	19,500	19,500	20,756	22,000	26,600	28,704	34,000
5015	PAYROLL TAXES	36,000	36,000	38,332	50,000	50,000	29,367	54,000
5017	MEDICAL PREMIUMS	153,000	153,000	137,260	255,000	255,000	111,529	206,000
5018	OFFICE SUPPLIES & POSTAGE	29,000	29,000	59,114	35,000	35,000	16,444	35,000
5019	RETIREMENT PROGRAM	73,000	73,000	85,486	132,000	132,000	78,155	136,000
5120.01	PROFESSIONAL SERVICES	63,500	123,500	64,504	98,500	98,500	44,533	67,000
5301	PURCHASE WATER	368,300	368,300	338,550	323,000	323,000	12,030	305,000
5302	PURCHASE POWER	205,000	205,000	207,313	240,000	240,000	167,908	279,000
5303	ASSESSMENTS	265,400	265,400	251,704	286,700	286,700	13,236	287,000
5430	TRANSMISSION & DISTRIBUTION - LA PUENTE VALLEY	85,000	85,000	123,876	95,000	95,000	78,555	95,000
5460	OTHER EXPENSES - FIELD SUPPORT	42,000	42,000	40,912	45,000	45,000	21,812	45,000
5470	REGULATORY COMPLIANCE	38,000	38,000	33,345	38,000	38,000	29,436	38,000
5509	BILLING EXPENSE	33,000	33,000	34,255	34,000	34,000	24,966	34,000
5550	REPAIR AND MAINTENANCE EQUIPMENT	67,000	67,000	972	77,000	77,000	-	32,000
5620	VEHICLE EXPENSES	40,000	40,000	49,827	45,000	45,000	26,891	47,000
5631	WORKERS COMPENSATION	6,000	6,000	6,668	8,000	8,000	4,725	7,000
5640	ADVERTISING & PRINTING	-	-	5,255	-	-	433	12,000
5730	UTILITIES	-	-	7,891	-	-	3,557	-
5999	O AND M FEES	207,200	207,200	137,377	-	-	-	-
8104	SERVICE LINE REPLACEMENTS	30,000	30,000	24,055	36,000	36,000	2,616	47,000
8105	FH LATERALS	28,000	28,000	-	28,000	28,000	-	39,000
8106	VALVE REPLACEMENTS	28,000	28,000	-	35,000	35,000	-	42,000
8510	PROPERTY MAINTENANCE	30,000	30,000	14,286	15,000	25,000	11,022	165,000
9010	FURNITURE, EQUIPMENT & FIXTURES	-	-	-	-	-	-	-
TOTAL		\$ 2,369,200	\$ 2,429,200	\$ 2,240,129	\$ 2,602,200	\$ 2,616,800	\$ 1,142,063	\$ 2,737,000



CIP Detail – IPUC Electric, Water

City of Industry | FY 2025/26 Proposed Budget

Capital Improvement Program

FY 2025 - 2026

#	Project Name	FY 25-26 Proposed Budget
13. IPU - Water Utility (IPU)		
A	Trailside Drive and 4th Avenue Waterline Improvements	75,000
B	Groundwater Treatment Plant	20,000
C	CIWS Security Upgrades	30,000
D	Proctor Yard Building	100,000
E	Siesta Avenue Waterline Improvements	420,000
F	Turnbull Canyon Grade Separation Waterline Replacement	1,100,000
G	Penson Pump Station Demolition	50,000
	Total	\$1,795,000
14. IPU - Electric Improvements (IPU)		
A	Automatic Meter Reading	115,000
B	Remote Monitoring and Replacement of DGA of power transformers and feeder level protection coordination study at Waddingham Substation	75,000
C	IPU System GIS Mapping	100,000
D	Distribution Line Extension to EXPO Center (Conceptual Design)	60,000
E	Electrical Service for IBC Buildings 7 and 10	900,000
F	Distribution Line Extension to Puente Hills Mall Site	50,000
G	WDAT Installation at Puente Hills Mall	2,250,000
H	WDAT Relocation at Pacific Palms Hotel and Line Extension to Water Park	200,000
I	Feasibility Study of Substation at Auto Mall West	50,000
J	Installation of Transformer at 999 Hatcher Avenue	200,000
K	Waddingham Substation Storage Facility	70,000
	Total	\$4,070,000
	TOTALS - IPUC	\$5,865,000

RESOLUTION NO. IPUC 2025-02

A RESOLUTION OF THE INDUSTRY PUBLIC UTILITIES COMMISSION ("IPUC") ADOPTING THE FY 2025-2026 INDUSTRY PUBLIC UTILITIES BUDGET

WHEREAS, on June 10, 2025, the Industry Public Utilities Commission ("IPUC") received a presentation on the FY 2025-2026 ("FY 2026") proposed budget for the Industry Public Utilities ("IPU"); and

WHEREAS, the purpose of the presentation was to give the IPUC an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to Staff; and

WHEREAS, it is necessary for the IPUC Board to adopt the IPU's FY 2026 Budget.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRY PUBLIC UTILITIES COMMISSION DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Board of Directors of the IPUC hereby adopts the FY 2026 Budget, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. The Secretary shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Industry Public Utilities Commission at a special meeting held on June 10, 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ATTEST:

Cory C. Moss, President

Julie Gutierrez-Robles, Secretary