

COASTSIDE COUNTY WATER DISTRICT

766 MAIN STREET

HALF MOON BAY, CA 94019

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Tuesday, July 13, 2021 - 6:45 p.m.

AGENDA

On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the Shelter-in-Place Order issued by the San Mateo County Health Officer on March 16, 2020, as revised on March 31, 2020, the statewide Shelter-in-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, the Boardroom will not be open for the July 13, 2021, Special Meeting of the Coastside County Water District. This meeting will be conducted remotely via teleconference.

The Public may watch and/or participate in the public meeting by joining the meeting through the Zoom Videoconference link provided below. The public may also join the meeting by calling the below listed teleconference phone number.

How to Join Online or by Phone

The special meeting will begin at 6:45 p.m.

Whether you participate online or by telephone, you may wish to "arrive" early so that staff can address any technology questions prior to the start of the meeting.

ONLINE:

Join Zoom Meeting

<https://zoom.us/j/93778260596?pwd=aEpRcFlnaHdQM21PSElQWjNiN09TQT09>

Meeting ID: 937 7826 0596

Passcode: 184355

One tap mobile

+16699006833,,93778260596#,,,,,0#,,184355# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 937 7826 0596

Passcode: 184355

Find your local number: <https://zoom.us/u/adZt3d9LjB>

Procedures to make a public comment with Zoom Video/Conference – As a reminder, all participants except the Board Members and Staff are muted on entry.

- ***From a computer:*** (1) Using the Zoom App. at the bottom of your screen, click on “Participants” and then “Raise Hand”. Participants will be called to comment in the order in which they are received. Begin by stating your name and place of residence.

OR

- (2) Using the Zoom App, at the bottom of your screen click on “Chat” and then type that you wish to make a comment into the Chat Box. Ensure that the “To:” field is populated by either “Everyone” or “the Moderator”. Begin by stating your name and place of residence.
- ***From a phone:*** Using your keypad, dial *9, and this will notify the Moderator that you have raised your hand. Begin by stating your name and place of residence. The Moderator will call on you by stating the last 4 digits of your phone number. If you wish to block your phone number dial *67 prior to dialing in. If your phone number is not displayed, the Moderator will call you by Caller number.

The Coastside County Water District (CCWD) does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet materials can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 726-4405 in advance and we will make every reasonable attempt to provide such an accommodation.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the CCWD District Office, located at 766 Main Street, Half Moon Bay, CA at the same time that the public records are distributed or made available to the legislative body.

This agenda and accompanying materials can be viewed on Coastside County Water District’s website located at: www.coastsidewater.org.

The Board of the Coastside County Water District reserves the right to take action on any item included on this agenda.

1) ROLL CALL

2) PUBLIC COMMENT

At this time members of the public may address the Board of Directors on issues not listed on the agenda which are within the purview of the Coastside County Water District. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of three (3) minutes and must complete and submit a speaker slip. The President of the Board will recognize each speaker, at which time the speaker should proceed to the podium, give their name and address and provide their comments to the Board.

3) GENERAL BUSINESS

- A. Approval of Water Service Agreement for 477 3rd Avenue in Miramar ([attachment](#))
- B. Drought Update/ Governor Newsome's July 8, 2021 Drought Executive Order ([attachment](#))

4) ADJOURNMENT

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: July 13, 2021

Date: July 12, 2021

Subject: Approval of Water Service Agreement - 477 3rd Avenue, Miramar

Recommendation:

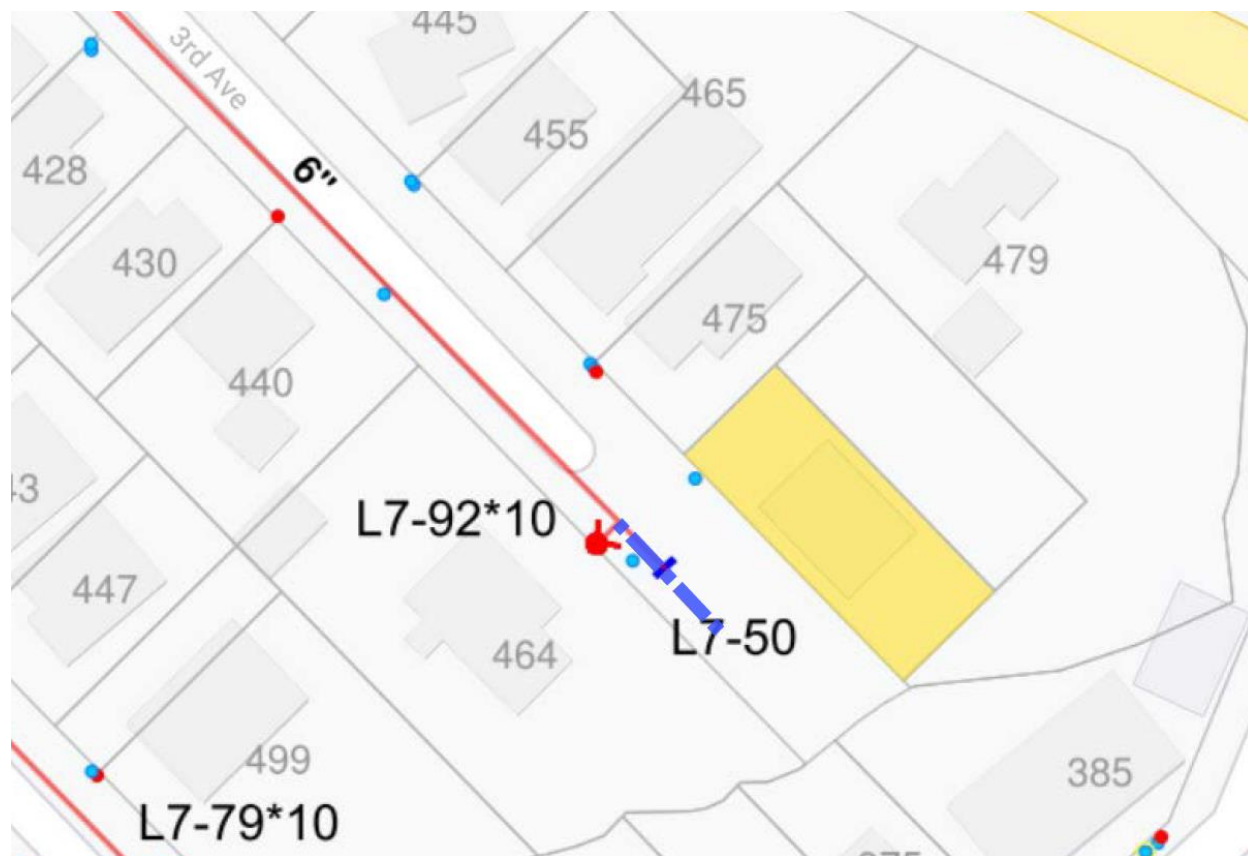
Approve the attached Water Service Agreement between Coastside County Water District and Rita and Stephen Semprevivo for construction of a pipeline extension to 477 3rd Avenue in Miramar.

Background:

The attached Water Service Agreement provides for construction of the water utility system that will serve 477 3rd Avenue in Miramar. The project consists of approximately 25 linear feet of 6" diameter ductile iron pipeline.

Fiscal Impact:

None. All costs for engineering review, construction inspection, meter installation, administrative support, and other District activities associated with providing water service for the parcel are paid by the applicant.



WATER SERVICE AGREEMENT
NON-COMPLEX PIPELINE EXTENSION PROJECT
477 3RD AVENUE
RITA AND STEPHEN SEMPREVIVO

THIS AGREEMENT is made as of this _____ day of _____, 2021, between COASTSIDE COUNTY WATER DISTRICT ("District") RITA AND STEPHEN SEMPREVIVO (collectively, the "Applicant").

THE PARTIES AGREE AS FOLLOWS:

1. RECITALS

This Agreement is entered into with regard to the following facts and circumstances.

A. District is a public corporation organized under the provisions of the California Water Code and is engaged in the storage, transmission and sale of water for domestic purposes within San Mateo County.

B. Applicant are owners of real property located within the geographic limits of the District known as 477 3rd Avenue (APN 048-042-280) in Miramar, Unincorporated area of Half Moon Bay, County of San Mateo, State of California (collectively, the "Property"), which is shown on Exhibit A.

C. Applicant has obtained the right to install, one five-eighth inch (5/8") non-priority water service connection. One 5/8" water connection is assigned to APN 048-042-280 (477 3rd Avenue).

D. Applicant has requested the installation of the following: 1) a six-inch pipeline extension approximately seventy (25) feet in length; 2) one three quarter inch (3/4") domestic water service connections with a 5/8" water meter; 3) a one inch (1") fire service connection; and 4) all related appurtenances (collectively, the "Project").

E. Applicants represents and warrants that Applicants has obtained any and all permits and approvals necessary to construct the Project on the Property, including a Coastal Development Permit.

2. APPROVAL OF PROJECT UTILITY SYSTEM

The Project Utility System, as defined below, shown on and described in the plans prepared by James S. Teter, Consulting Engineer, dated July 12, 2021 (collectively, the "reviewed submittal documents") are approved. Copies of the reviewed submittal documents are incorporated herein by this reference as Exhibit B.

"Project Utility System" means the water mains, service lines, fittings, valves and housing thereof, fire hydrant, manholes, and all appurtenances thereto, as depicted and described in the reviewed submittal documents. The Project Utility System does not include the water mains on the Applicants side of the meter or the backflow prevention devices, all of which will be owned and maintained by Applicants.

3. INSTALLATION

A. Applicant shall commence installation of the Project Utility System no later than three (3) months, subject to extension for force majeure events not the fault of Applicant, after the date of this Agreement and shall complete its installation within twelve (12) months after the date of this Agreement. If installation is not commenced or completed by such dates, the District may terminate this Agreement, unless the delay is solely attributable to events, such as fire, flood or earthquake, which are beyond the control of, and not the fault of, Applicant.

B. Applicant shall install the Project Utility System in accordance with (1) the location and sizes shown on the reviewed submittal documents identified in Section 2; (2) the District's "Standard Specifications and Construction Details," a copy of which has previously been furnished to Applicant; and (3) the further reasonable directions of the District Engineer.

4. SUBMITTAL OF PROPOSAL FOR REVIEW AND APPROVAL BY DISTRICT.

Applicant is responsible for obtaining a proposal for construction of the Project from a licensed, qualified contractor to construct the Project ("Proposal"). The contractor shall possess a valid California Contractor's License (Class A or C34). The contractor shall have satisfactorily

completed construction of a minimum of 5 similar pipeline projects, and shall, if requested, submit a list of these projects together with the telephone number of the owner's representative who can be contacted regarding the work. Prior to commencement of construction, Applicant shall furnish a copy of the Proposal, along with evidence satisfactory to the District that the contractor possesses the necessary license and experience to construct the Project Utility System.

5. INSPECTION; CONSTRUCTION

A. Prior to commencing construction, Applicant shall furnish to the District Engineer, at Applicant's expense, a report by a competent soils engineer or soils laboratory indicating that the compaction of the fills within which said facilities are to be installed is at least equal to ninety-five percent (95%) compaction, as that phrase is defined in the latest edition of the Standard Specifications, State of California, Department of Transportation, or meets such other criteria as the District Engineer may prescribe.

B. Applicant shall notify District in writing at least ten (10) days in advance of the proposed starting date for construction and shall not commence construction unless the District Engineer or other authorized District inspector is at the site of the work when construction begins. District agrees to make the District Engineer or other authorized District inspector available to be on site, provided the ten (10) days advance notice is given by Applicant. If construction is not continuous, District shall be notified at least forty-eight (48) hours in advance of the resumption of construction. Any work performed without notice to District may be rejected by District on that ground alone. The District Engineer will observe and inspect facilities solely to protect the interests of the District and to determine whether the completed work is acceptable to District and can be incorporated into the District system. The District does not assume thereby any responsibility for the operations or safety practices of Applicant. Applicant is responsible for correct location of all facilities which it installs. The District Engineer will not inspect facilities installed "downstream" of the individual meter boxes.

C. Applicant shall permit District's employees and authorized representatives to inspect the Project Utility System, and the plans and materials therefore, at any reasonable time before, during, or after installation.

D. Applicant shall repair at its expense (or, at the option of District, shall reimburse District for the actual cost of repairs effected by it) any damage to District property

caused by Applicant, its agents, employees, or contractors in constructing the Project Utility System.

6. PAYMENT OF FEES AND CHARGES

The Applicant will pay applicable fees and charges as follows:

A. Transmission and Storage Fees. None Due. Applicant has previously paid for transmission and storage fees for one (1) five-eighth inch (5/8") non-priority water service connection.

B. Water Meter and Water Meter Installation Fees. None Due. Applicant will be billed separately for actual cost of the required meters at the time of the building permitting plan review and meter installation for each parcel.

C. Initial Filing Fee. None due. The District acknowledges receipt of a non-refundable initial filing fee in the amount of \$500.

D. Plan Check and Construction Inspection Fees. None Due. The Applicants have deposited the sum of Five Thousand Dollars and No Cents (\$5,000.00), which was the cost estimate for the District staff and Engineer's costs in preparing and reviewing final plans, inspecting the construction of the Project Utility System, modifications of water system maps, and administrative, legal, and auditing costs. A final accounting will be performed prior to acceptance of the Project Utility System. Applicant shall pay additional fees if the deposit does not cover District costs for providing these services.

E. Total Payment Due with Agreement. None Due.

7. BONDS

Prior to commencement of construction, Applicant shall furnish to District the following bonds:

A. A Payment Bond in the amount of 100% of the Proposal amount, to guarantee payment of the obligations referred to in Section 3248 of the Civil Code;

B. A Performance Bond in the amount 100% of the Proposal amount, to guarantee faithful performance of the terms of this Agreement; and

C. A Maintenance Bond in the amount of 10% of the Proposal amount, to guarantee against defective materials and faulty workmanship for a period of two (2) years from and after the acceptance of the Project Utility System by District.

The bonds shall be in a form satisfactory to District. The surety or sureties must be qualified to do business in California. If any of the sureties, in the sole opinion of District, is or becomes irresponsible, District may require other or additional sureties which Applicant shall furnish to the satisfaction of District within ten (10) days after notice from District. In default thereof, District shall be released from all obligations under this Agreement. No prepayment or delay in payment and no change, extension, addition, or alteration or any provision of this Agreement or in the approved submittal documents referred to in Section 2, above, and no forbearance or acceptance by or on the part of District shall operate to release any surety from liability on a bond.

8. INDEMNITY

A. District shall not be responsible or held liable in any manner whatsoever for any injury or damage which may be done to any person or property (or other loss or liability) arising from the performance or failure to perform the obligations set forth in this Agreement and the installation of the Project Utility System by or on behalf of Applicant.

B. Applicant, on its behalf and on behalf of its successors in interest, hereby agrees to waive any claims against District arising from or related to the events and activities described in Subsection A, above, and to indemnify, defend and hold harmless the District, its directors, officers, employees, and agents from and against any and all liability for the death of or injury to any person and for the loss of, or damage to, any property (including the loss of its use) which may arise from such events and activities. The agreements contained in this paragraph shall survive the performance of the remainder of this Agreement and shall remain in full force and effect notwithstanding such performance.

9. INSURANCE

A. Applicant or its construction contractor shall, at its cost, maintain in full force and effect during the period beginning with commencement of construction of the Project Utility System and terminating no earlier than thirty (30) days after completion thereof and

approval by District for its connection with the District's distribution system, a policy or policies of liability insurance, as follows:

1. Bodily and personal injury liability in an amount not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence; and

2. Property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Such policies shall insure District as an additional insured against any and all liability for the death of or injury to any person and for the loss of or damage to any property which may arise by reason of acts done or omitted to be done as a result of the installation of the Project Utility System by or on behalf of Applicant and shall further insure District against any and all costs and expenses, including attorneys fees, which District may incur in resisting any claim which may be made against District for any such injury or damage.

B. Each such policy shall:

1. be issued by an insurance company or companies qualified to do business in California and approved in writing by District;

2. name District, its Directors, officers, agents and employees, as additional insureds;

3. specify that it acts as Primary Insurance; the insurer being liable thereunder for the full amount of any loss up to and including the total limit of liability without right of contribution from any insurance effected by District;

4. provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to District (or Applicant shall provide this written notice to the District); and

5. otherwise be in form reasonably satisfactory to District.

C. Applicant or its contractor shall provide and maintain at all times during the course of installation of the Project Utility System, Worker's Compensation Insurance in conformance with the laws of the State of California. Such policy shall provide that the

underwriter thereof waives all right of subrogation against District by reason of any claim arising out of or connected with installation of the Project Utility System and that such policy shall not be cancelled or altered without thirty (30) days' prior written notice to District.

D. Copies of all policies required above (or Certificates of Insurance satisfactory to District) shall be delivered to District at least ten (10) days prior to commencement of construction of the Project Utility System.

10. CONVEYANCE OF TITLE TO PROJECT UTILITY SYSTEM

Full right, title and interest in and to all elements of the Project Utility System installed pursuant hereto will be granted to District upon written notice of acceptance thereof by District and without the necessity for any further action by Applicant. There shall be no obligation upon District to pay or reimburse to Applicant any part of the cost of Project Utility System. Applicant warrants that upon such passage of title to District, the title shall be free and clear from any and all mechanics and materialmen liens that could arise from construction of the Project Utility System, charges and encumbrances whatsoever. The water meters described in Section 2, above, are and will remain the property of District.

11. ACCEPTANCE BY DISTRICT

District shall accept the Project Utility System when all of the following conditions have been met: (1) completion of the Project Utility System; (2) certification by Superintendent and or District Engineer upon completion that the Project Utility System has been constructed in accordance with this Agreement; (3) furnishing by Applicant of evidence that it has paid all costs incurred in constructing the Project Utility System; (4) performance by Applicant of all of its obligations under this Agreement which are to be completed prior to acceptance of the Project Utility System, including payment of all sums due the District; and conveyance of all easements; and (5) furnishing by Applicant of two sets of nonammonia-type mylar reproducible drawings of the completed improvements showing "as-built" conditions.

Upon acceptance, and payment for the cost of meter installation, District shall provide water utility service to the Project.

Upon acceptance, Applicant shall be relieved of all future obligation to maintain the Project Utility System, subject to its obligation to repair defects, which obligation is secured

by the maintenance bond provided for in Section 6.C., for the duration of the term of such bond (i.e., two years after acceptance).

12. EXECUTION AND PERFORMANCE OF AGREEMENT

Execution of this Agreement is a condition precedent to issuance by District of any letters, approvals, consents, or communications to any state, municipal, local or other public bodies regarding the availability of water service to the Property from the Project. Full performance of and compliance with each and every term of this Agreement by Applicant is a condition precedent to water service by District.

13. DISTRICT REGULATIONS

Applicant shall at all times abide by and faithfully observe any and all District ordinances, resolutions, rules and regulations presently in effect, including current fee schedules, or which may hereafter be enacted or amended from time to time, including but not limited to *Regulations Regarding Water Service Extensions and Water System Improvements; Engineering and Construction Standards; Approved Materials* (codified through Resolution No. 2003-11, March 2004), a copy of which has previously been furnished to Applicant.

14. ASSIGNMENT

Applicant's rights under this Agreement may be assigned only in connection with a sale or conveyance of the Property. No such assignment shall be valid or binding on the District unless the assignee executes a written instrument, in form and substance satisfactory to District, assuming all of Applicant's obligations under this Agreement, which have not been fully performed as of the date of assignment. Such assignment shall not release Applicant from any of its obligations to District under this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. If the Applicant or a permitted successor or assign shall disincorporate, forfeit its articles or right of incorporation, or otherwise fully terminate without a successor or assign, District shall as of the date of disincorporation, forfeiture or termination own the Project Utility System free and clear of any obligation to any party.

15. NOTICE

Any notice required by this Agreement shall be satisfied by a notice in writing, either delivered personally or sent by regular or certified mail, postage prepaid, and addressed as follows:

District: Coastside County Water District
766 Main Street
Half Moon Bay, CA 94019
Attention: Mary Rogren, General Manager

Applicants: Rita and Stephen Semprevivo
1112 Montana Avenue
Santa Monica, CA 90403

16. CONSTRUCTION OF AGREEMENT

Both parties have participated in preparing this Agreement. This Agreement shall be construed reasonably and not in favor of or against either party hereto on the grounds that one party prepared the Agreement.

17. ENTIRE AGREEMENT

This Agreement, including the Exhibits which are hereby incorporated by reference, contains the entire agreement between the parties hereto. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

18. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California. Except as expressly provided for herein, this Agreement is not intended to, and does not, modify the District's rights to exercise the legislative discretion accorded to it by the laws of California. Any lawsuit related to this Agreement shall be commenced and prosecuted in the County of San Mateo, State of California.

19. AMENDMENT

Any amendment hereof, including any oral modification allegedly supported by new consideration, shall not be effective unless reduced to a writing signed by both parties.

20. AUTHORIZED SIGNATURE

The individuals whose names are subscribed to this Agreement represent that they are authorized to act on behalf of the party for whom they sign.

21. TIME

Time is of the essence of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**DISTRICT:
COASTSIDE COUNTY WATER DISTRICT**

**APPLICANTS:
RITA AND STEPHEN SEMPREVIVO**

By: _____
President, Board of Directors

By: _____
Rita Semprevivo

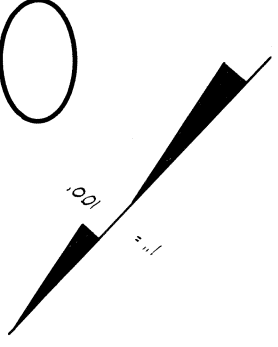
By: _____
Secretary

By: _____
Stephen Semprevivo

EXHIBIT A

EXHIBIT A

48-4

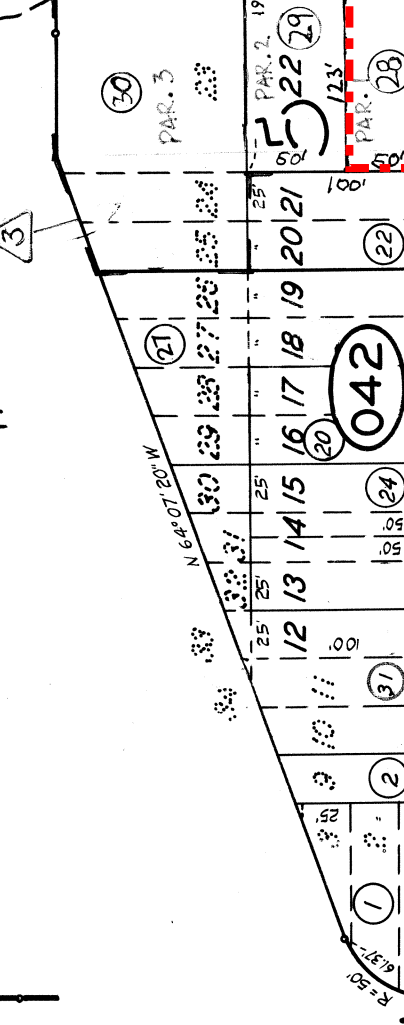
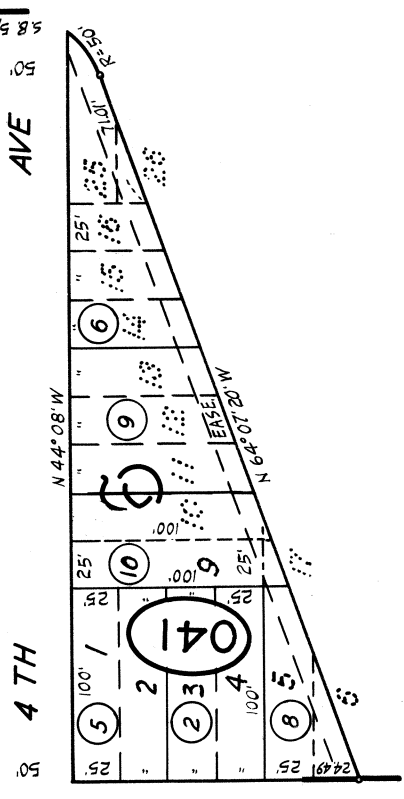
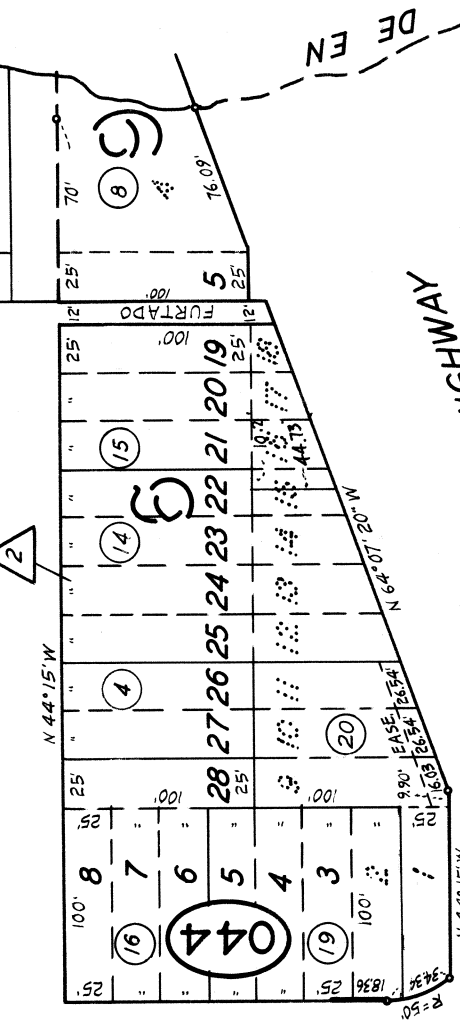
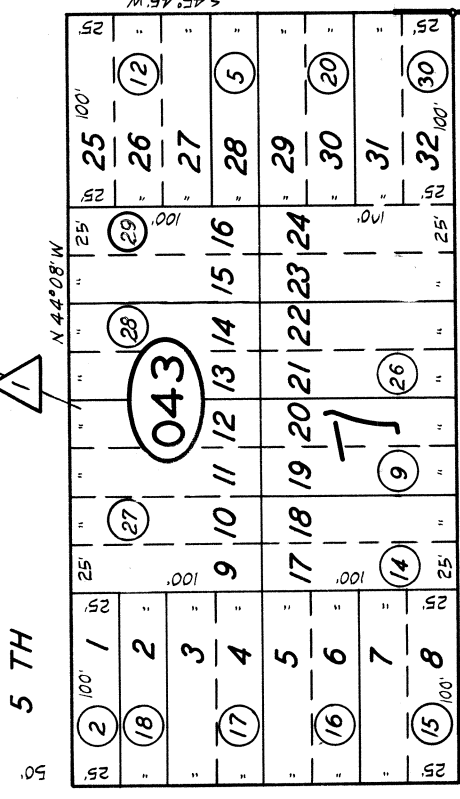
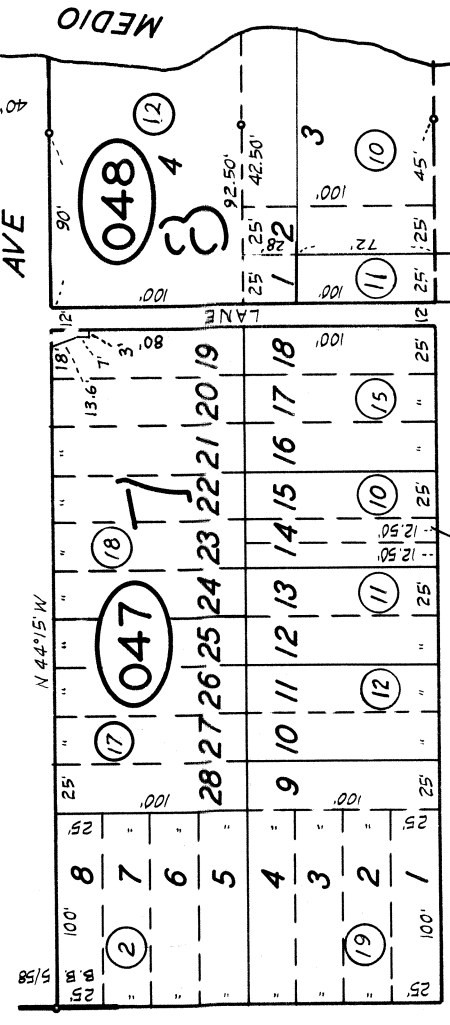
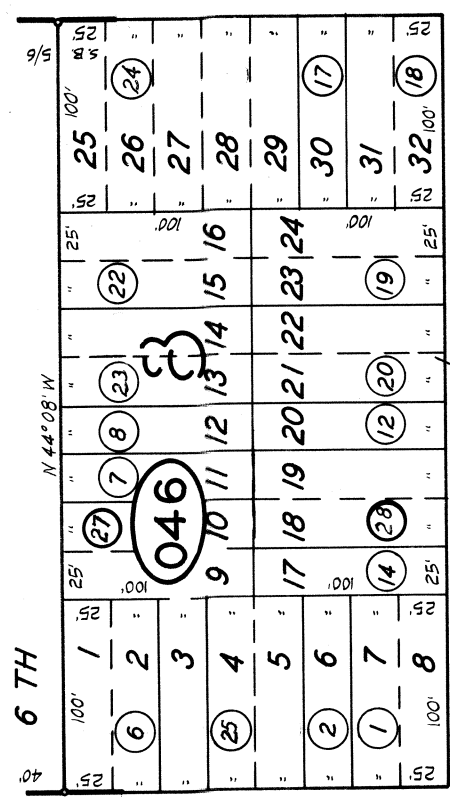


TAX CODE AREA

LANDS

BK-47 34

J.M. VASQUEZ



MIRAMAR TERRACE

ARROYA

HIGHWAY

CABRILLO

3 RD

AVE

AVE

MEDIO

MEDIO

MEDIO AVE

3 PM VOL 77/98-99

1 SOUTH BALBOA TRACT RSM 5/6

2 BROPHYS BEACH RSM 5/58

ACRES

SHORE

EXHIBIT B

Coastside County Water District

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

**PIPELINE EXTENSION TO
477 3RD AVENUE**

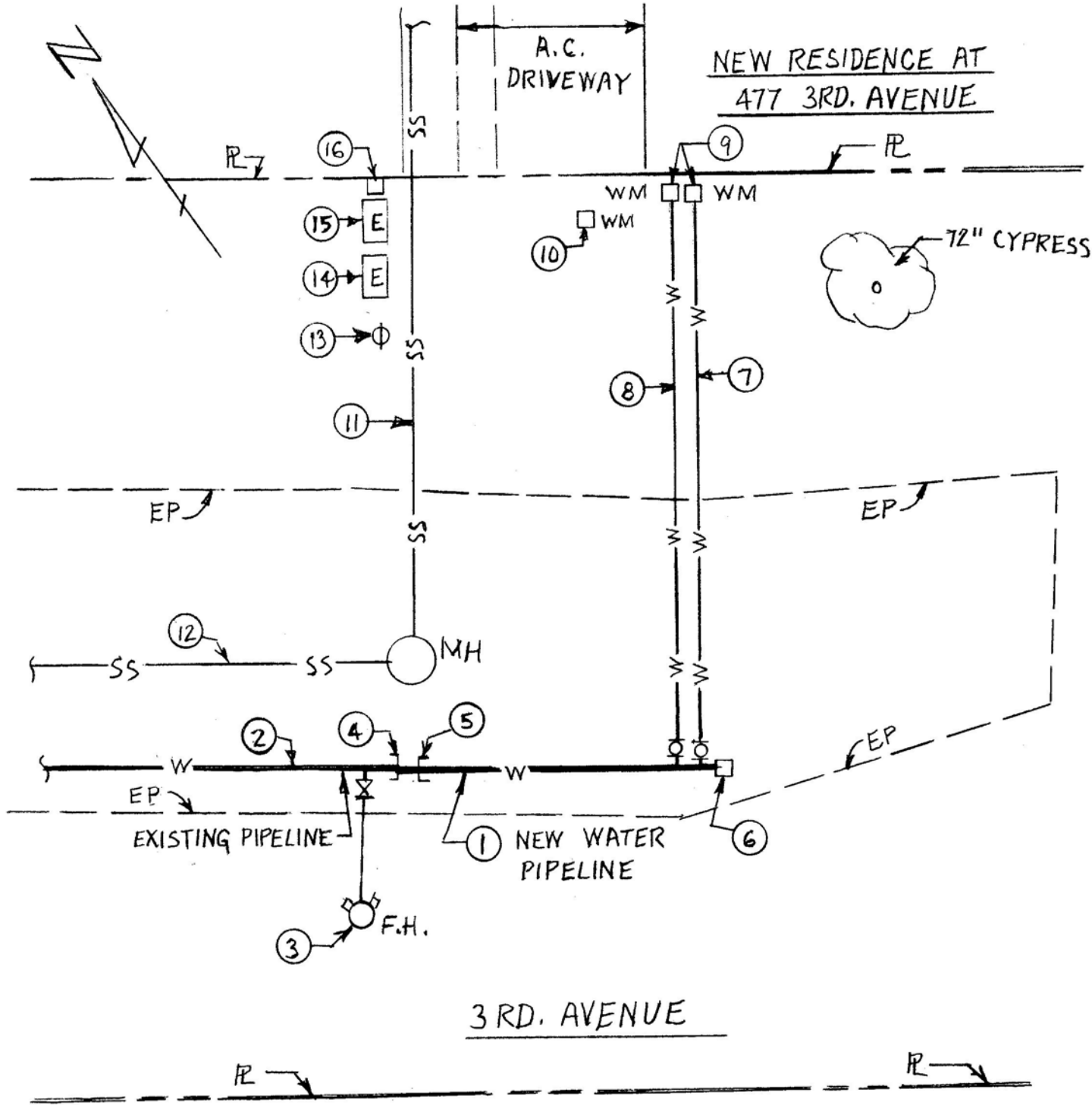
July 2021

GENERAL NOTES

1. THIS PUBLIC WORKS CONTRACT CONSISTS OF, IN GENERAL, CONSTRUCTION OF 20 LINEAR FEET OF 6 INCH DUCTILE IRON PIPELINE; ONE 6" SIZE BLOW-OFF ASSEMBLY; ONE 3/4" SIZE DOMESTIC WATER SERVICE CONNECTION; ONE 1" SIZE FIRE SERVICE CONNECTION; LEAKAGE TESTING AND DISINFECTION; ASPHALT CONCRETE REPAVING; SURFACE RESTORATION OF UNPAVED TRENCH AREAS; AND CLEANUP.
2. WORK SHALL BE IN CONFORMANCE WITH THE CURRENT VERSION OF THE COASTSIDE COUNTY WATER DISTRICT DOCUMENT TITLED "STANDARD SPECIFICATIONS AND STANDARD DRAWINGS".
3. THE CONTRACTOR SHALL OBTAIN A STREET ENCROACHMENT PERMIT FROM THE COUNTY OF SAN MATEO.
4. TYPICAL TRENCH SECTIONS ARE INCLUDED IN THE "STANDRD SPECIFICATIONS AND STANDARD DRAWINGS" DOCUMENT FOR THE VARIOUS TYPES OF EXISTING SURFACE CONDITIONS.
5. WORK ITEMS IDENTIFIED AS "NEW" SHALL BE CONSTRUCTED BY THE CONTRACTOR FOR THIS PIPELINE EXTENSION PROJECT.

GENERAL LEGEND

- w----- WATER PIPELINE, NEW OR EXISTING
- ss----- EXISTING SANITARY SEWER
- - - - - - PROPERTY LINE
- - - - - EP ----- EDGE OF EXISTING ASPHALT CONCRETE PAVEMENT



SITE PLAN
SCALE: 1" = 8'

NOTE:
THIS DRWG. TO BE COORD-
INATED WITH THE DRWGS.
FOR THE RESIDENCE.

LEGEND FOR CIRCLED NUMBERS

<u>CIRCLED NUMBER</u>	<u>DESCRIPTION</u>
1	NEW 6" DUCTILE IRON PIPELINE. LENGTH OF NEW PIPELINE APPROXIMATELY 20 LINEAR FEET.
2	EXISTING 6" DUCTILE IRON PIPELINE.
3	EXISTING FIRE HYDRANT.
4	EXISTING END CAP AND CONCRETE THRUST BLOCK TO BE REMOVED.
5	TEMPORARY END CAP FOR LEAKAGE TESTING & DISINFECTION.
6	NEW 6" BLOW-OFF ASSEMBLY. SEE CCWD STD. DRAWING NO. CC-17.
7	NEW 1" FIRE SERVICE CONNECTION. SEE CCWD STD. DRAWING NO. CC-06.
8	NEW ¾" DOMESTIC WATER SERVICE CONNECTION. SEE CCWD STD. DRAWING NO. CC-06.
9	NEW WATER METER BOX. LOCATE WITHIN STREET RIGHT OF WAY ADJACENT TO EDGE OF A.C. DRIVEWAY.
10	EXISTING WATER METER BOX. NO INFORMATION AVAILABLE REGARDING LOCATION OF SERVICE CONNECTION PIPELINE.
11	EXISTING SANITARY SEWER LATERAL.
12	EXISTING SANITARY SEWER.
13	EXISTING PG&E POLE (GUY WIRE NOT SHOWN).
14	EXISTING ELECTRICAL VAULT.
15	EXISTING TELEPHONE VAULT.
16	EXISTING CABLE TV VAULT.

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: July 13, 2021

Report

Date: July 9, 2021

Subject: Drought Update/Governor Newsom's July 8, 2021 Drought Executive Order

Recommendation:

For information/discussion only.

Background:

Please find attached correspondence received from SFPUC on July 12 and from BAWSCA on July 11 regarding Governor Newsom's July 8, 2021 Drought Executive Order. District staff will be evaluating the impact to the District as well as next steps in the upcoming weeks.



TO: SFPUC Wholesale Customers
 FROM: Steven R. Ritchie, Assistant General Manager, Water *Steven R. Ritchie*
 DATE: July 12, 2021
 RE: Governor Newsom’s July 8, 2021 Drought Executive Order

On April 15, 2021 the SFPUC sent out our Water Supply Availability Estimate for the 2021-22 Water Year. As stated in that memo, our goal was to maintain water use system-wide below 2019 levels. Since that time, Governor Newsom has issued two drought Executive Orders, the most recent of which was on July 8, 2021 (copy attached). The July 8 Executive Order did three things:

1. It expanded the emergency declarations to include San Mateo and Santa Clara Counties. (Alameda County was included in the first executive order.)
2. It called on all Californians to voluntarily reduce water use by 15 percent from their 2020 levels.
3. It tasked the State Water Board with tracking and reporting monthly on the State’s progress toward achieving a 15-percent reduction in statewide urban water use as compared to 2020 use.

With this memo, we are conveying that call for a voluntary 15 percent water use reduction to all of our customers, both Wholesale and Retail. Consistent with our approach to reductions in water availability under the Water Supply Agreement, we will measure our success by the reduction in Regional Water System-wide water use. Of course, all agencies will be reporting their water use to the State Water Board individually, but we will be tracking and reporting data to you and to our Commission on overall Regional Water System water use.

We know that achieving the reduction compared to 2020 demands will present unique challenges. As in the last drought, outdoor irrigation reductions and aggressive leak controls may present the best opportunities for water use reduction.

By separate letter we will be acting to waive the minimum purchase requirements for the Cities of Milpitas, Mountain View, and Sunnyvale, and Alameda County Water District consistent with Section 3.07 of the Water Supply Agreement.

- London N. Breed**
Mayor
- Sophie Maxwell**
President
- Anson Moran**
Vice President
- Tim Paulson**
Commissioner
- Ed Harrington**
Commissioner
- Newsha Ajami**
Commissioner
- Michael Carlin**
Acting
General Manager



We appreciate all of our customers' commitments to water conservation. Increased reductions in water use will help ensure our ability to carryover water in our reservoirs to next year. This results in improved water supply reliability and reduces the risk of water shortages in the event that next year is also dry.

cc: Governor Gavin Newsom
SFPUC Commissioners
Michael Carlin, Acting General Manager, SFPUC
Nicole Sandkulla, CEO/General Manager, BAWSCA

Attachment: Governor Newsom July 8, 2021 Drought Executive Order

EXECUTIVE ORDER N-10-21

WHEREAS communities across California are experiencing more frequent, prolonged, and severe impacts of climate change including catastrophic wildfires, extreme heat and unprecedentedly dry conditions that threaten the health of our people, habitat for species and our economy; and

WHEREAS severe drought afflicts the American West and increasingly warming temperatures driven by climate change exacerbate harmful drought effects including disruption of drinking water and irrigation supplies, degradation of fish and wildlife habitat, and heightened flammability of wildland vegetation; and

WHEREAS on April 21 and May 10, 2021, I issued proclamations that a state of emergency exists in a total of 41 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS today, I issued a further proclamation of a state of emergency due to drought conditions in nine additional counties (Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, and Santa Cruz), and directed state agencies to take further actions to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems; and

WHEREAS drought conditions present urgent challenges, including the risk of drinking water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, adverse impacts on fisheries, and additional water scarcity if drought conditions continue into next year; and

WHEREAS agriculture is an important economic driver in California that has made significant investments in irrigation efficiencies such that nearly 70 percent of the nation's farmland using drip and micro-irrigation is located in California, and despite that investment, many agricultural producers are experiencing severe reductions in water supplies and are fallowing land in response to current dry conditions; and

WHEREAS action by Californians now to conserve water and to extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years; and

WHEREAS during the 2012-2016 drought, Californians did their part to conserve water, with many taking permanent actions that continue to yield benefits; per capita residential water use statewide declined 21 percent between the years 2013 and 2016, and has remained on average 16 percent below 2013 levels as of 2020; and

WHEREAS local water suppliers and communities have made strategic and forward-looking investments in water recycling, stormwater capture and reuse, groundwater storage and other strategies to improve drought resilience; and

WHEREAS there is now a need to augment ongoing water conservation and drought resilience investments with additional action to extend available supplies, protect water reserves in case drought conditions extend to a third year and maintain critical flows for fish and wildlife.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, do hereby issue the following order to become effective immediately.

IT IS HEREBY ORDERED THAT:

- 1) To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, and to join existing efforts by agricultural water users, public water systems, and governmental agencies to respond to water shortages, I call on all Californians to voluntarily reduce their water use by 15 percent from their 2020 levels. Commonsense measures Californians can undertake to save water and money include:
 - a. Irrigating landscapes more efficiently. As much as 50 percent of residential water use goes to outdoor irrigation, and much of that is wasted due to evaporation, wind, or runoff caused by inefficient irrigation methods and systems. Watering one day less per week, not watering during or immediately after rainfall, watering during the cooler parts of the day and using a weather-based irrigation controller can reduce irrigation water use, saving nearly 8,800 gallons of water per year.
 - b. Running dishwashers and washing machines only when full. Full laundry loads can save 15–45 gallons per load. Full dishwasher cycles can save 5–15 gallons per load.
 - c. Finding and fixing leaks. A leaky faucet that drips at the rate of one drip per second can waste nearly 3,200 gallons per year.
 - d. Installing water-efficient showerheads and taking shorter showers. Keeping showers under five minutes can save 12.5 gallons per shower when using a water-efficient showerhead.
 - e. Using a shut-off nozzle on hoses and taking cars to commercial car washes that use recycled water.

The State Water Resources Control Board (Water Board) shall track and report monthly on the State's progress toward achieving a 15-percent reduction in statewide urban water use as compared to 2020 use.

- 2) State agencies, led by the Department of Water Resources and in coordination with local agencies, shall encourage actions by all Californians, whether in their residential, industrial, commercial, agricultural, or institutional use, to reduce water usage, including through the statewide Save Our Water conservation campaign at SaveOurWater.com, which provides simple ways for Californians to reduce water use in their everyday lives.

- 3) The Department of Water Resources shall monitor hydrologic conditions such as cumulative precipitation, reservoir storage levels, soil moisture and other metrics, and the Water Board shall monitor progress on voluntary conservation as ongoing indicators of water supply risk that may inform future drought response actions.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of July 2021.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State



**Statement from Nicole Sandkulla, Chief Executive Officer, Regarding Current
Water-Use Reduction and Water-Supply Issues**

July 11, 2021

The Bay Area Water Supply and Conservation Agency (BAWSCA) and the 1.8 million residents, 40,000 businesses, and hundreds of communities in Alameda, San Mateo, and Santa Clara counties it represents under California law (AB 2058), are confronted today with two very serious water-supply policy issues.

The first and most pressing issue is an immediate, voluntary, state-wide, water-use reduction of 15 percent requested by Governor Newsom yesterday (July 8) to protect water reserves given the severe drought conditions throughout the State through aggressive conservation strategies and policies already in use, but which may be broadened and intensified promptly by the BAWSCA agencies and their water customers.

The second equally serious issue for the water users in these counties is guaranteeing a long-term water-supply source and providing critically needed benefits for the fish and environment in the Tuolumne River, which is the primary water source for BAWSCA's constituents. The Tuolumne River Voluntary Agreement (TRVA) was developed by the Modesto and Turlock Irrigation Districts and the San Francisco Public Utilities Commission to provide those important environmental benefits and reasonable protection for water supply for BAWSCA's agencies and their customers.

If approved ultimately by State Water Resources Control Board, which has invited voluntary agreements to address California's water-supply issues, the TRVA can provide a continuing and essential supply for BAWSCA's water users, but the immediate priority must be to support the Governor's water-reduction request.

BAWSCA will do everything possible to help the Governor to address these two serious matters involving the health, safety, and economic well-being of its constituents and follow the Governor's vitally important leadership. BAWSCA's Board of Directors, member agencies, its Chief Executive Officer, labor unions, local governments, businesses, and communities in Alameda, San Mateo, and Santa Clara counties are primed and ready to help as well with these issues.

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