



REGULAR MEETING OF THE BOARD OF DIRECTORS AGENDA

MONDAY, December 18, 2023, 7:00 PM

*The Aromas Water District Board of Directors meeting will be held at the District office.
Staff and the public may attend the meeting remotely or in person. Public participation is
encouraged – remote participation instructions are on the following page.*

President- Vicki Morris Vice President- Wayne Holman Director- Wayne Norton Director- Timothy Powers Director- Seth Capron General Manager- Robert Johnson

- I. **CALL TO ORDER**
- II. **ROLL CALL OF DIRECTORS:** President Vicki Morris and Vice President Wayne Holman, Directors Wayne Norton, Timothy Powers, and Seth Capron.
- III. **PLEDGE OF ALLEGIANCE**
- IV. **STATEMENTS OF DISQUALIFICATION**
- V. **ADDITIONS AND DELETIONS**
- VI. **REPORT OUT FROM CLOSED SESSION ON NOVEMBER 28, 2023**
- VII. **MINUTES:** Review the Minutes of November 28, 2023, Regular Board Meeting for Board approval. p.3-5
- VIII. **ORAL COMMUNICATION:** *Anyone wishing to address the Board on informational items, staff reports or matters not listed on the agenda may do so. Please limit your comment to three (3) minutes. The public may comment on listed Action and Public Hearing items at the time they are considered by the Board.*
- IX. **PRESENTATIONS & REPORTS**
 - A. PRESENTATIONS
 - B. DIRECTORS' REPORTS
 - C. ATTORNEY'S REPORT
 - D. MANAGER'S REPORT p. 6-9
 - E. CORRESPONDENCE p.10
- X. **ACTION ITEMS:**
 - A. **Consider District support of the Chipper Program restart, as well as other possible methods to provide community support to the Firewise effort, and providing direction to staff** p.11
Staff will present information for discussion and Board approval.
 - B. **Consider approving the XiO Acuity Hub Operations Proposal, in the amount of \$20,640.00, and providing direction to staff** p.12-38
Staff will present information on the XiO Acuity Hub Operations Management proposal for discussion and Board approval.
 - C. **Financial Reports for the Month of November 2023.** p.39-44
Including both Assessment Districts, the financial reports show a Total revenue of \$148,270.91; Total expenditures were \$111,350.54 between November 16, 2023, and December 11, 2023. These financials and monthly expenditures will be presented for discussion and Board approval.
- XI. **FUTURE MEETINGS & AGENDA ITEMS** – Next meeting – January 23, 2024
- XII. **CLOSED SESSION**

Pursuant to California Government Code section 54956.8,

 - a) Concerning real property located at 300 Aromas Road, owned by the Aromas Community Center Foundation (ACCF), and
 - b) Concerning real property located at 0 Quarry Road, owned by Driscoll's Business Affiliates.

Provide Robert Johnson, District Negotiator, with directions on price, terms and possible next steps.
- XIII. **RETURN TO OPEN SESSION**
- XIV. **ADJOURNMENT**

Meeting Attendance Instructions

The public may participate in the District's Board meeting either in person, or by teleconference / web conference via the instructions provided below. In person attendees will be subject to current mask and distancing protocols.

The meeting materials will be available for download from the District's website at:

www.aromaswaterdistrict.org

For those who choose to attend this meeting via Zoom will be muted by default. To join the meeting from a computer, tablet, or smartphone via the Zoom app (free at <http://www.zoom.us>), click the link on the meeting date and time: <https://us02web.zoom.us/j/86458712526>

If you do not have speakers or a microphone on your computer, you can dial in for audio.

Call **(669) 900.9128** and enter the Webinar ID: 86458712526

If you would like to speak during the public comment portion of the meeting, you have the following options:

1. **Online** – raise your hand or use the Q&A panel to submit written comments.
2. **Phone** – press *9 to raise your hand, *6 to send a request to be unmuted to submit verbal comments.

The meeting officially will start at 7:00pm, though remote access will be open 15 minutes before the start of the meeting.

Public engagement is important to the District.

Minutes of the Regular Meeting of the Aromas Water District Board of Directors November 28, 2023

- I. CALL TO ORDER.** The regular meeting of the Aromas Water District Board of Directors was called to order by President Morris on Tuesday, November 28, 2023, at 7:00 p.m. in a hybrid setting; attendees were present in the Board Room, and online via Zoom.
- II. ROLL CALL.** President Morris, Vice-President Holman, Directors Powers, Norton, and Capron were present in the Board Room along with General Manager Johnson. Counsel Bosso attended via Zoom.
- III. PLEDGE OF ALLEGIANCE.** President Morris led the pledge of allegiance.
- IV. STATEMENTS OF DISQUALIFICATION.** There were no statements of disqualification.
- V. ADDITIONS AND DELETIONS.** There were no additions or deletions.
- VI. REPORT OUT FROM CLOSED SESSION ON OCTOBER 24, 2023.** GM Johnson was given direction.
- VII. MINUTES.** The minutes of the October 24, 2023, Board Meeting were presented for review and approval. Director Capron moved for approval of the minutes; Director Powers seconded. Minutes were unanimously approved.
- VIII. ORAL COMMUNICATION.** Barry Ferrera asked the Board to consider participating in a meeting the following day regarding the restarting of the Chipper Program and other possible fire prevention measures. Director Norton asked that this matter be placed on the December agenda for discussion.

IX. PRESENTATIONS & REPORTS

- A. Director's Report.** Director Norton asked that research be done on the District's pipeline easement and bring it back to the Board for discussion.
- B. Attorney's Report.** Counsel Bosso reported about the CSDA Newsletter article regarding Surplus Lands; the District isn't affected since it doesn't have any surplus land. Also, Counsel Bosso has provided DRAFT Agreements to use when we are working towards drilling a test well, and how the owner of the property would be compensated.

C. Manager's Report:

OPERATIONS & MAINTENANCE

Production & Well Levels

Total production in October 2023 was 8,853,214 gallons; roughly 3% lower than September's production, and 11% lower than October's average production. The average daily production was 285,588 gallons.

The District has 976 total connected meters – no new connections this month.

San Juan and Carpenteria wells were operated the entire month, while Pleasant Acres well was operated for one day. All water testing reports were filed on time. There was one positive sample for Coliform (in October), on Villa del Sol. A repeat sample was taken the next day (after the District was informed by the lab), that produced a negative result, so paperwork was filed without the positive value. The State Board indicated that the District did not follow correct procedures on sample follow up, and issued the District a citation.

Operational well levels: Carpenteria and San Juan wells were both up four feet. Observational wells: Marshall Well was up four feet from the previous month and Aimee Meadows was up seven feet.

INCIDENTS

There were no incidents since the previous Board meeting.

ADMINISTRATIVE

Staff & Board Recognition

GM Johnson reported on the following staff activities: 1) Accounting Clerk (AC) Cooky Hurst continues to gain experience with the various facets of her position, 2) MA Girōn handled additional Audit follow-up tasks, while continuing to train AC Hurst on her job functions, including working on payroll, 3) Chief Operator (CO) DeAlba and Operator Smith started working on system preparations for winter, 4) GM Johnson and CO DeAlba took a SWRCB DDW engineer on an inspection of our system, and 5) GM Johnson purchased the two vehicles identified in the Capital Budget

Conservation & Rainfall

The beginning of the new rainfall year was on October 1, 2022. Since then, 1.72 inches of precipitation has been recorded by the rain gauge at Chittenden Pass, with 1.60 inches recorded in November.

PROJECTS

Cole and Rocks Road Annexation

Customers have been connected, based on initial request and payment timing. No new installations this month.

New Water Source

This matter was discussed in the October Closed Session, and the General Manager was given direction.

Follow-up on the Kang Annexation effort

The Kang Annexation, approved by the District Board in November 2022, went to the PVWMA Board of Directors for approval on March 15, 2023, and after tabling it, was approved at the April meeting.

Staff continues to work on the LAFCo application as time allows, and hope to finish by the end of the calendar year.

D. Correspondence:

GM Johnson went through the monthly correspondence list and provided information on specific items.

(continued on next page)

IX. ACTION ITEMS

A. Consider approving a Proposal for Professional Engineering Services for the School Tanks Elimination Project, in the amount of \$94,987.00, and providing direction to staff.

GM Johnson presented the MNS Engineers, Inc. School Tanks Elimination Project Bid Document Development Proposal. The Board felt the proposal was over-engineered and too expensive for what they felt was actually needed. There was a motion to reject the proposal by Director Capron that was seconded by Director Norton. That motion was unanimously approved.

B. Financial Reports for the Month of October 2023

Total Assets / Liabilities & Equity are \$16,218,337.46. In the P&L Report, Revenue for October was \$176,701.00. Total Expenditures were \$281,824.34 between October 17 and November 15, 2023.

Vice-President Holman moved to adopt the Financial Reports; seconded by Director Powers. The Financial reports were unanimously approved.

XI. FUTURE MEETINGS & AGENDA ITEMS.

The next meeting date will be **MONDAY**, December 18, 2023, at the District office. At that meeting, there will be a Closed Session related to Property Negotiations.

XII. ADJOURNMENT OF REGULAR MEETING TO CLOSED SESSION.

The regular meeting was adjourned at 8:10pm.

XIII. CLOSED SESSION.

Closed Session discussion consisted of the General Manager’s Performance Evaluation.

XIV. RETURN TO OPEN SESSION.

The Board returned to Open Session at 9:45pm.

XV. REPORT OUT FROM CLOSED SESSION.

The General Manager was evaluated based on his performance during the rating period.

XVI. ADJOURNMENT.

President Morris adjourned this meeting at 9:46pm.

Read and approved by: _____
President, Vicki Morris

Attest: _____
Board Secretary, Robert Johnson

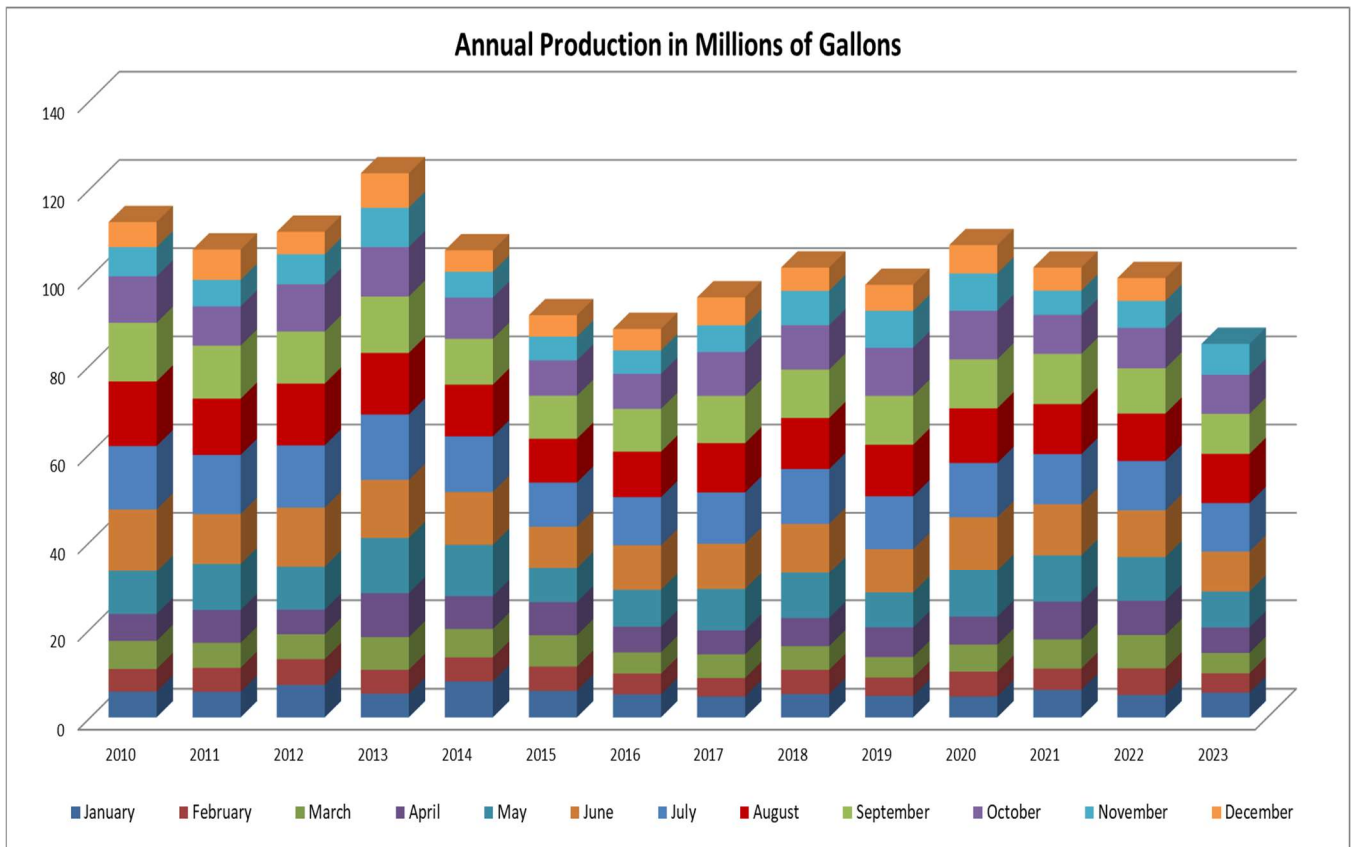
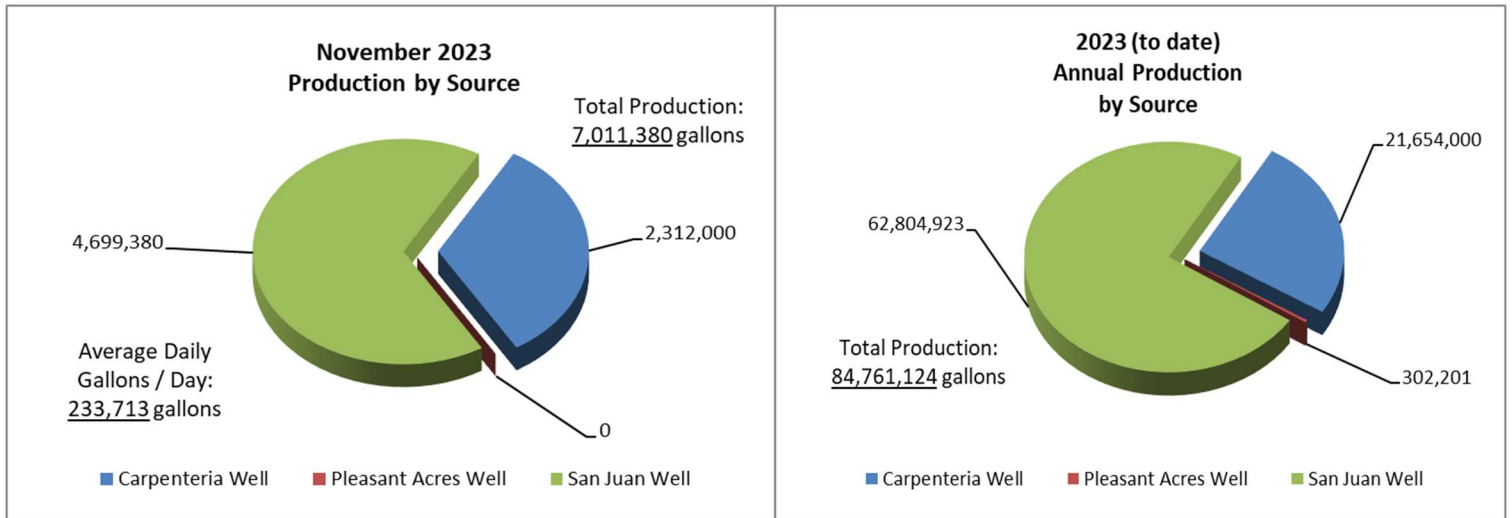
Date: _____

Date: _____

General Manager's Report November 2023



PRODUCTION REPORT



Totals	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Million Gal	110.17	123.42	105.97	91.27	88.152	95.304	102.07	98.141	107.1	102.07	99.69	84.76
Acre Ft	338.05	378.7	325.16	280.05	270.49	292.43	313.18	301.13	328.8	313.19	305.89	260.08

OPERATIONS AND MAINTENANCE REPORT

OPERATIONS:

- There are 976 meters installed.
- San Juan and Carpentaria wells were operated the entire month, while Pleasant Acres well was not operated this month.
- Water Treatment Plant: finished water was free of both iron and manganese this month.
- Distribution testing for total Coliform; all samples were negative.
- All monthly DWR reports on Coliform, and Fe / Mn were filed on time.
- WTP filters are backwashed when necessary.
- Monthly Generator in-house 15-minute testing under load.
- Monthly well-level monitoring (see chart following this report in Board Packet).

MAINTENANCE:

- Preventative maintenance and flushing were performed, as needed.
- Chlorine chemical pump maintenance and analyzer maintenance at all wells was performed.
- Additional maintenance tasks are being performed as time allows.

INCIDENTS:

- None, at the time of this writing.

ADMINISTRATIVE REPORT

STAFF & BOARD RECOGNITION:

- Accounting Clerk (AC) Cooky Hurst continues to gain experience with the various facets of her position.
- Management Analyst (MA) Girõn completed the Audit follow-up tasks, as well as developed next year's water quality sampling schedule.
- Chief Operator (CO) DeAlba and Operator Smith completed the replacement of two check valves, one at the Carpentaria well and the other at the San Juan well.
- GM Johnson and CO DeAlba worked on citation document requirements from the SWRCB DDW group that were a result of the Level 1 Assessment and violation.
- GM Johnson researched a District easement as directed by the Board of Directors

CONSERVATION UPDATE:

November's 2023 water usage figures indicated a decrease in water use when compared to October's water use: a decrease of 1,841,834 gallons, or roughly 21%.

October 1, 2023, marked the start of a new water year. As of the date of this report (December 13), the rain gauge at Chittenden Pass has recorded 1.92 inches of precipitation for this water year, with 0.20 inches of rain this month. As a reminder, last year's precipitation total (October 2022 to September 2023) was 38.52 inches.

PROJECTS:

1. Response to COVID-19 virus

Staff have been staying current on the ever-changing COVID-19 situation. Governor Newsom called the COVID Emergency over as of February 28, 2023. Staff will continue to monitor the situation and adjust accordingly.

2. Cole Road / Rocks Road Annexation Effort

Installations continue along Cole Road and Rocks Road. The most recent connection was on Cole Road. There were no new connections installed this month.

3. Finding a New Water Source Project

Staff was given additional direction at the October Closed Session meeting and is moving forward.

4. Progress on the District's Capital Improvement Plan

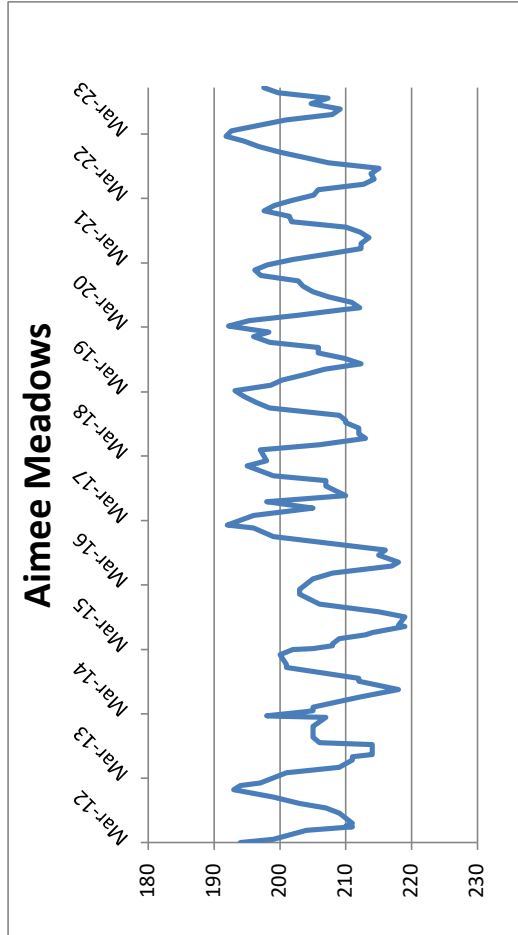
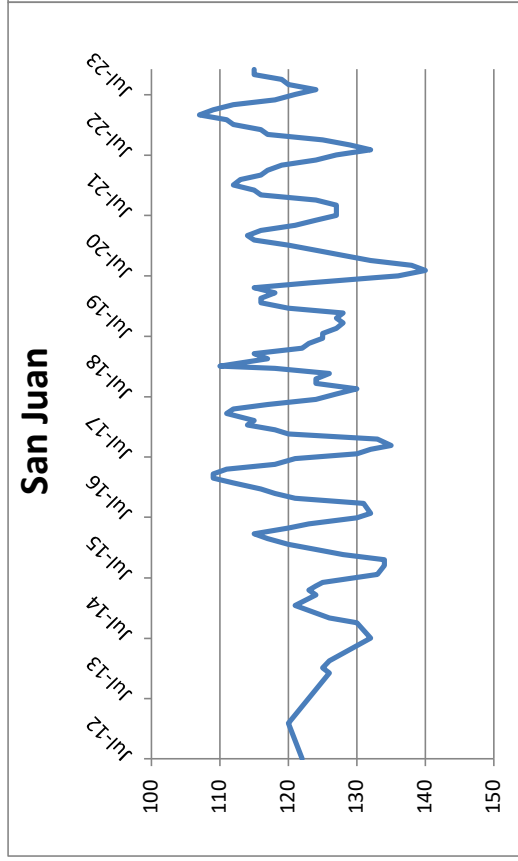
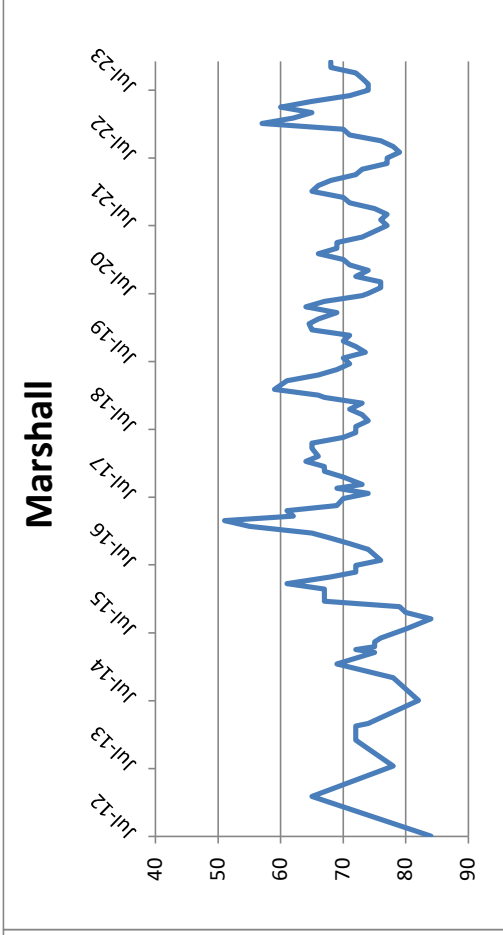
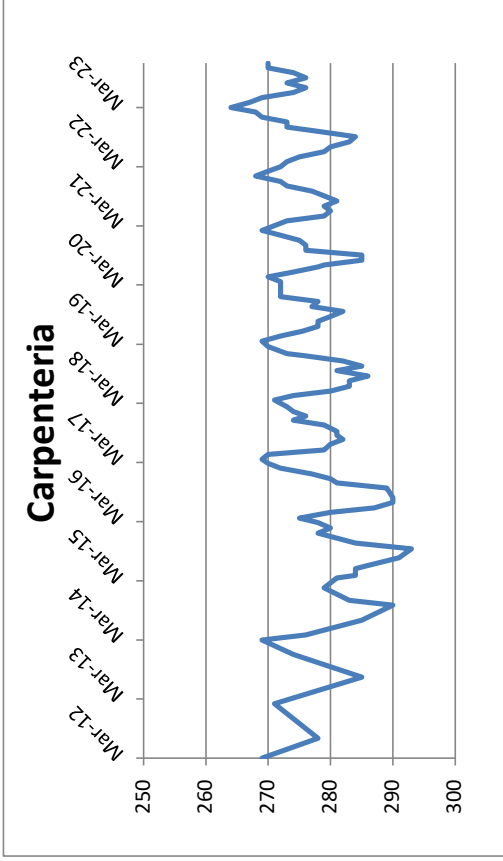
Staff has received a DRAFT of the Capital Improvement Plan, and currently reviewing it, before bringing it to the Board for discussion and approval.

5. Follow-up on the Kang Annexation effort

The Kang Annexation, approved by the District Board in November 2022, went to the PVWMA Board of Directors for approval on March 15, 2023. After additional discussion and another PVWMA Board meeting, the Kang annexation was approved to move forward to San Benito LAFCo. Staff is working to complete this application before the end of 2023.

Robert Johnson
General Manager
December 13, 2023

Well Water Level Monitoring
 Depth to Water Measurements
 Date: December 8, 2023



CORRESPONDENCE LIST: 11/18/2023 – 12/12/2023

DATE	TYPE	TO	FROM	SUBJECT
11/27/23	L	Aromas Water District	ACWA JPIA	Receipt of President's Special Recognition Award
11/29/23	E	R. Johnson, AWD	L. Overtree, SB Land Trust	A few more documents regarding Rancho Larios
11/30/23	E	S. Kler, SWRCB DDW	R. Johnson, AWD	2023 Sanitary Survey Follow up Questions
12/01/23	E	S. Kler, SWRCB DDW	R. Johnson, AWD	Missing Repeat and GWR Triggered Source Bacti Results for October 2023 - AWD
12/01/23	E	S. Kler, SWRCB DDW	R. Johnson, AWD	2023 Sanitary Survey Follow up Questions
12/07/23	E	R. Johnson, AWD	J. Noonan, XiO, Inc.	XiO Acuity Agreement
12/11/23	E	SWRCB, DDW	E. Girõn, AWD	CA3510004-2023-September-WTP
12/11/23	E	SWRCB, DDW	E. Girõn, AWD	CA3510004-2023-October-TCR

Staff Report



To: Board of Directors

Re: Item X.A – Consider District support of the Chipper Program restart, as well as other possible methods to provide community support to the Firewise effort, and providing direction to staff

Date: December 13, 2023

Summary / Discussion

The Aromas Water District (District) has supported community water conservation and fire suppression efforts over the years. In the past, the Aromas Tri-County Fire Protection District (AFPD) and the District were involved in a cooperative Chipper Program (Program) where community members could bring their landscape detritus and have it “chipped” into small pieces that people could use on their property as needed. The Program has not been in place recently.

In the last two years, there have been two significant fire events in the Aromas area that has catalyzed community efforts to locally increase fire safety. These efforts have worked to gain awareness in the local area, organize private and public partnerships, and apply for grants to support fire safety measures.

One of the efforts that would be supported by grant funds, if awarded, would be a restart of the Program. The Program would have an increased management component, and would have the chipping occur at specific days and times at first; with changes to the schedule as needed, based on demand.

A letter of support from the District would go a long way to help get the grant awarded, so staff is asking if the Board would want the staff to draft a letter of support for signature by the Board Chair. Also, staff could be involved with other tasks, as time allows regarding this effort.

Staff Recommendation

Approve District support of the Chipper Program, and direct staff to develop a grant support letter

Submitted by:

Robert Johnson
General Manager

Staff Report



To: Board of Directors

Re: Item X.B – Consider approving the XiO Acuity Hub Operations Proposal, in the amount of \$20,640.00, and providing direction to staff

Date: December 13, 2023

Summary / Discussion

The Aromas Water District (District) has been using Supervisory Control and Data Acquisition (SCADA) technology for a number of years. This type of technology is used for controlling, monitoring, and analyzing industrial devices and processes. SCADA systems consist of both software and hardware components that enables remote and on-site gathering of data from the industrial equipment, or in the District’s case, monitoring of tank levels, pump status, booster station control, and overall water distribution system information.

The District started working with XiO, Inc. (XiO) in 2018. The District’s SCADA system at the time was unreliable, and (per the vendor of the system) out of date. They refused to provide updates to the existing equipment, and said that we need a whole new system; of which they refused to provide a dollar amount on replacement.

Over the years, staff has worked with XiO representatives to get as much out of the District’s system as possible, for the least cost. We have added sensors beyond the original system, and continue to improve the system as time and budget allows.

XiO has recently changed the way they provide service to their customers. They have changed their technology model to a management system called, “Acuity”; the proposal to move to the Acuity Hub is attached to this report. All XiO customers are moving (or have moved) to this Acuity Hub.

Note that a part of the total cost of the proposal is a \$3,000.00 annual fee for the Premium Technical Support program. This level of support provides a higher level of technical service support. The annual cost of the Acuity Hub Proposal, including the Standard Technical Support package is \$17,640.00. At this time, staff is recommending not to purchase the Premium Technical Support package.

Staff Recommendation

Approve the XiO Acuity Hub Operations Proposal, without the Premium Technical Support package, and direct the General Manager to enter into the agreement.

Submitted by:

Robert Johnson
General Manager


XiO Service Agreement

This XiO Service Agreement is made between XiO, Inc. at 100 Smith Ranch Road, San Rafael, CA 94903 ("**Vendor**" or "**XiO**") and **Aromas Water District** at **P. O. Box 388, Aromas, CA 95004** ("**Customer**"), with an effective date of 12/07/2023 (the "**Effective Date**") and forms part of the Agreement as defined in the attached XiO General Terms and Conditions.

Subject to the terms and conditions of this Agreement, XiO will provide the goods and/or services for the payments and on the other terms each as are set forth in the "Aromas Water District v.1.0" document attached as Attachment 1 (the "Proposal"). The Start Date of the Subscription Term will be the first day of the first full calendar month immediately following the date on which all Professional Services necessary to implement Customer's Subscription account and Platform access have been completed.

XiO Service Agreement Acceptance

By signing below, Customer agrees to purchase the products and services indicated above on the terms and conditions contained in the Agreement

XiO, INC.:	Aromas Water District :
Signature: 	Signature:
Name: Colin Bunyard	Name:
Title: VP of Sales, XiO Inc.	Title:

Contents

XiO Service Agreement	1
1 Proposal	4
1.1 Synopsis	4
1.2 Monitored Assets (49)	4
1.3 Additional Inputs (22)	5
1.4 Controlled Outputs (13)	6
1.5 Disabled and Not Displayed Soft Devices (25)	6
1.6 Scope of Supply	8
1.7 Pricing	9
1.8 Payment Terms	10
1.9 Scope of Services; Term	10
EXHIBIT A: XiO General Terms and Conditions	11
EXHIBIT B: Platform Terms and Conditions	19
EXHIBIT C: Service Level Agreement Terms	22



Acuity Hub Operations Management for Aromas Water District

Version: 1.0

Publish Date: December 7, 2023

1 Proposal

XiO, Inc. (XiO) is pleased to supply this Proposal for Aromas Water District .

1.1 Synopsis

Migration of Assets, Inputs, and Control to the Acuity Hub.

1.2 Monitored Assets (49)

FIU Name	Soft Device
FMU-1 Rancho Larios Tank	Rancho Larios Tank COMPENSATED
FIU-1: Pleasant Acres Well	Acres Well from SEALED GAUGE Submersible Pressure Sensor
FIU-1: Pleasant Acres Well	Acres Well Pump Water Meter
FIU-1: Pleasant Acres Well	Acres Well Sodium Hypochlorite
FIU-1: Pleasant Acres Well	Acres Well Pump Output Pressure
FIU-1: Pleasant Acres Well	Acres Well Pump
FIU-2: Pine Tree Tank	Pine Tree Tank from Tesco ATI Pressure Transducer
FIU-3: Carr Boosters	Booster Intake Pressure
FIU-3: Carr Boosters	Booster Discharge Pressure
FIU-3: Carr Boosters	Boosters Water Meter
FIU-3: Carr Boosters	Carr Booster Pump 1
FIU-3: Carr Boosters	Carr Booster Pump 2
FIU-4: Carr Tank	Carr Tank from Customer-Supplied Submersible Pressure Sensor
FIU-5: Cole Tank	Cole Tank from Customer-Supplied Submersible Pressure Sensor
FIU-6: San Juan Well	San Juan Well from SEALED GAUGE Submersible
FIU-6: San Juan Well	San Juan Well Pump Discharge Pressure
FIU-6: San Juan Well	Sodium Hypochlorite Drum
FIU-6: San Juan Well	Residual Chlorine from Hach CL-17 Sensor
FIU-6: San Juan Well	San Juan Well Pump
FIU-6: San Juan Well	San Juan Well Water Meter (Sparling Mag FM-656)
FIU-7: Carpenteria Well	Carpenteria Well Pump Discharge Pressure
FIU-7: Carpenteria Well	Carpenteria Well
FIU-7: Carpenteria Well	Carpenteria Well Pump
FIU-7: Carpenteria Well	Carpenteria Well Water Meter
FIU-8: Rea Booster	Rea Booster Pump Water Meter
FIU-8: Rea Booster	Pine Tree Pump Suction Pressure
FIU-8: Rea Booster	Rea Booster Pump Discharge Pressure
FIU-8: Rea Booster	Rea Booster Pump
FIU-9: Cole Boosters	Cole Booster Pump 3

Continued on next page

Continued from previous page

FIU Name	Soft Device
FIU-9: Cole Boosters	Cole Booster Pump 1
FIU-9: Cole Boosters	Cole Boosters Discharge Pressure
FIU-9: Cole Boosters	Cole Boosters Water Meter
FIU-9: Cole Boosters	Cole Booster Pump 2
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pumps Discharge Pressure
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pumps Suction Pressure
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pump 1
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pump 2
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pumps Discharge Pressure
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pumps Suction Pressure
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pump 1
FIU-11: Lower Oak Ridge	Lower Oak Ridge Water Meter
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pump 2
FIU-12: Oak Ridge Tank	Oak Ridge Tank from SEALED GAUGE Submersible Pressure Sensor
FIU-13: Rea Tank	Rea Tank from SEALED GAUGE Submersible Pressure Sensor
FIU-14: Ballantree Boosters	Booster Pump 1
FIU-14: Ballantree Boosters	Ballantree Pump Discharge Pressure
FIU-14: Ballantree Boosters	Ballantree Boosters Water Meter
FIU-14: Ballantree Boosters	Booster Pump 2
FMU-2: Ballantree Tank	Ballantree Tank

1.3 Additional Inputs (22)

FIU Name	Soft Device
FIU-1: Pleasant Acres Well	Pump HOA Status
FIU-3: Carr Boosters	Booster Pump 1 HOA Status
FIU-3: Carr Boosters	Booster Pump 2 HOA Status
FIU-6: San Juan Well	San Juan VFD Speed Signal
FIU-6: San Juan Well	Backwash Status
FIU-6: San Juan Well	San Juan Well Pump HOA Status
FIU-7: Carpenteria Well	Generator ATS
FIU-7: Carpenteria Well	Carpenteria Well Pump VFD Output
FIU-7: Carpenteria Well	Carpenteria Well Pump AUTO Status
FIU-8: Rea Booster	Rea Booster Pump AUTO Status

Continued on next page

Continued from previous page

FIU Name	Soft Device
FIU-9: Cole Boosters	Cole Booster Pump 1 AUTO Status
FIU-9: Cole Boosters	Cole Booster Pump 2 AUTO Status
FIU-9: Cole Boosters	Cole Booster Pump 3 AUTO Status
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pump 1 AUTO Status
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pump 2 AUTO Status
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pump 1 AUTO Status
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pump 2 AUTO Status
FIU-14: Ballantree Boosters	San Juan Filter Plant Intrusion Alarm
FIU-14: Ballantree Boosters	Booster Pump 1 AUTO Status
FIU-14: Ballantree Boosters	Booster Pump 2 AUTO Status
FIU-14: Ballantree Boosters	Booster Pump 1 Fail Status
FIU-14: Ballantree Boosters	Booster Pump 2 Fail Status

1.4 Controlled Outputs (13)

FIU Name	Soft Device
FIU-1: Pleasant Acres Well	Acres Well Pump
FIU-3: Carr Boosters	Carr Booster Pump 1
FIU-3: Carr Boosters	Carr Booster Pump 2
FIU-6: San Juan Well	San Juan Well Pump
FIU-7: Carpenteria Well	Carpenteria Well Pump
FIU-8: Rea Booster	Rea Booster Pump
FIU-9: Cole Boosters	Cole Booster Pump 3
FIU-9: Cole Boosters	Cole Booster Pump 1
FIU-9: Cole Boosters	Cole Booster Pump 2
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pump 1
FIU-11: Lower Oak Ridge	Lower Oak Ridge Booster Pump 2
FIU-14: Ballantree Boosters	Booster Pump 1
FIU-14: Ballantree Boosters	Booster Pump 2

1.5 Disabled and Not Displayed Soft Devices (25)

FIU Name	Soft Device
FMU-1 Rancho Larios Tank	Rancho Larios Tank Level
FMU-1 Rancho Larios Tank	Barometric Pressure ABSOLUTE

Continued on next page

Continued from previous page

FIU Name	Soft Device
FMU-1 Rancho Larios Tank	Current Input 3
FMU-1 Rancho Larios Tank	Current Input 4
FMU-1 Rancho Larios Tank	Charge Current
FMU-1 Rancho Larios Tank	Operating on Solar
FIU-1: Pleasant Acres Well	Intrusion Switch
FIU-2: Pine Tree Tank	Intrusion Switch
FIU-3: Carr Boosters	Intrusion Switch
FIU-4: Carr Tank	Intrusion Switch
FIU-5: Cole Tank	Intrusion Switch
FIU-6: San Juan Well	Intrusion Switch
FIU-7: Carpenteria Well	Intrusion Switch
FIU-8: Rea Booster	Intrusion Switch
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Water Meter
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pump 1 Contactor Relay
FIU-10: Upper Oak Ridge Boosters	Upper Oak Ridge Booster Pump 2 Contactor Relay
FIU-12: Oak Ridge Tank	Barometric Pressure ABSOLUTE
FIU-12: Oak Ridge Tank	Intrusion Switch
FIU-13: Rea Tank	Intrusion Switch
FMU-2: Ballantree Tank	Current Input 2
FMU-2: Ballantree Tank	High Float
FMU-2: Ballantree Tank	Digital Input 4
FMU-2: Ballantree Tank	Charge Current
FMU-2: Ballantree Tank	Operating on Solar

1.6 Scope of Supply

Recurring Services

Description	Details
<p>XiO ACUITY Hub operations management platform <i>Monitored Assets and Inputs with a full suite of software tools and data management</i></p>	<p>49 x Asset, Monitored 22 x Additional Inputs</p>
<p>XiO Control Services <i>Automated and remote control of devices</i></p>	<p>13 x Controlled Outputs</p>
<p>XiO Cellular Service <i>Cellular Internet Service managed by XiO</i></p>	<p>8 x Cellular Internet Service</p>

1.7 Pricing

Hardware		
XiO Hardware	\$0.00	
3rd Party Hardware	\$0.00	
Hardware Subtotal		\$0.00
Non-Recurring Services		
Premium Technical Support (15 support points)	\$3,000.00	
Services Subtotal		\$3,000.00
Subscription Fee Detail		
Annual Subscription Fee (Includes Standard Support)	\$25,200.00	
Annual Escalation Adjustment	\$0.00	
Annual Subscription Fee Discount	(\$7,560.00)	
Subscription Fee at Start Date (1 year paid up front)		\$17,640.00

Summary of Up Front Fees	
Services Subtotal	\$3,000.00
Subscription Fee at Start Date (1 year paid up front)	\$17,640.00
Total Up Front Fees	\$20,640.00

1.8 Payment Terms

Subscription Fees Vendor will invoice the Subscription Fee at Start Date indicated above on the Start Date payable on net30 terms. Except where it is indicated above that Customer is prepaying for Subscription Fees for all years of the Subscription Term, (i) the Subscription Fee at Start Date indicated above is for the first year only and Vendor reserves the right each subsequent year of the Subscription Term to increase the then annual recurring fee by an amount equal to the then year-over-year percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982/1984 = 100 reference base prepared by the U.S. Department of Labor plus 1.5 percentage points, not to exceed a 5.5% increase. For example, if the CPI year-over-year increase were 2%, then the maximum fee increase would be a 3.5% increase to the then recurring annual fee.

Premium Technical Support

XiO will invoice on the Start Date. Payment terms are Net 30.

1.9 Scope of Services; Term

Such services will include providing access and use of the Platform to Customer for a Subscription Term commencing on the Start Date, continuing for an **Initial Term of 1 year**, and thereafter automatically renewing for successive 1 year terms absent an election not to renew in accordance with Section 2 of Exhibit B - Platform Terms and Conditions. Except as otherwise stated in the Special Terms above, the Start Date of the Subscription Term will be the first day of the first full calendar month immediately following the date on which all Professional Services necessary to implement Customer's Subscription account and Platform access have been completed.

End XiO Proposal

EXHIBIT A: XiO General Terms and Conditions

These XiO General Terms and Conditions (these “**General Terms**”) govern the provision by XiO, Inc. (“**Vendor**” or “**XiO**”) of goods and/or services to Customer as described in one or more Orders. All Orders, together with these General Terms and all attachments to, and ancillary terms incorporated into, the foregoing form a binding master agreement between Vendor and Customer (collectively, the “**Agreement**”). The Agreement is effective as of the effective date of the initial Order to which these General Terms are attached or that reference being subject to these General Terms. Capitalized terms used in these General Terms, but not defined herein have the meaning given to them elsewhere in the Agreement.

1. Definitions.

- 1.1 “**Affiliate**” means, as to a party, an entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party.
- 1.2 “**Confidential Information**” means all technical, business, financial, and other information, in whatever form (including written, oral, visual, paper, electronic, narrative, and graphic), that a party discloses to the other party in relation to this Agreement except information that (i) is or becomes publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or any other legal, contractual or fiduciary obligation; (ii) is or was independently developed by personnel of the receiving party without access to or use of any Confidential Information of the other party (as defined without regard to this exception); (iii) is or becomes available to the receiving party on a non-confidential basis from a source (other than the disclosing party) that is not prohibited from disclosing such information to the receiving party by any legal, contractual or fiduciary obligation; or (iv) is information that was already known by the receiving party, so long as the receiving party can prove that such information had been in the receiving party’s possession prior to receipt of the Confidential Information by the receiving party.
- 1.3 “**Customer**” means the entity or person indicated as the procuring party on the initial Order.
- 1.4 “**Customer Data**” has the meaning given it in Exhibit B – Platform Terms and Conditions.
- 1.5 “**Customer Information**” means information made available to Vendor or its representatives by or on behalf of Customer in connection with this Agreement including in the context of Professional Services and including Customer Data.
- 1.6 “**De-identified Data**” means Customer Information that is aggregated with other information of Vendor’s customers or that has been de-identified.
- 1.7 “**Deliverables**” means reports, analyses, and other work product delivered by Vendor pursuant to an Order for the provision of Professional Services that constitutes Customer Information or that is unique and specific to Customer.
- 1.8 “**Hardware**” means tangible goods sold by Vendor to Customer pursuant to an Order.
- 1.9 “**Order**” means an initial or any subsequent Vendor proposal, Statement of Work, quotation, Service Agreement, Engagement Terms, or similar ordering document prepared by Vendor that is signed by the parties and provides for one or more of the sale of Hardware, the provision of Professional Services, or Subscription(s) and that references these General Terms or is otherwise entered into by the parties in relation to this Agreement.
- 1.10 “**Platform**” has the meaning given it in Exhibit B – Platform Terms and Conditions.
- 1.11 “**Professional Services**” means consulting, design, analysis, assessments, evaluations, verification, installation, commissioning, implementation, support, management, training, configuration, and other professional services (and excluding for the avoidance of doubt, access or use of the Platform) provided by or on behalf of Vendor to Customer pursuant to the Agreement as further described in the applicable Order.
- 1.12 “**Professional Services Fees**” mean the fees payable to Vendor in consideration of Professional Services as provided in the applicable Order.
- 1.13 “**Services**” means collectively, Professional Services and the provision of access to and use of the Platform in relation to this Agreement.
- 1.14 “**Statement of Work**” means a written proposal or other document prepared by Vendor and executed by the parties that describes the nature and scope of Professional Services and any Hardware and/or Subscriptions to be sold or otherwise provided by Vendor to Customer and that may include, as applicable, related compensation, expense reimbursement, and other terms and conditions relating thereto. A Statement of Work may be attached to and form part of an Order or serve as a stand-alone Order.
- 1.15 “**Vendor**” means XiO, Inc.
- 1.16 “**XiO Hardware**” means Hardware that is proprietary to Vendor or is Vendor-branded Hardware.

2. General Payment Terms.

2.1 Unless as otherwise specified in the applicable Order, all payments are due net 30 days from the date of invoice. Customer hereby procures the Services and Hardware and shall pay the amounts on the terms set forth in each Order in accordance with this Agreement. All sales of Services and Hardware are final and related payments are non-refundable except to the extent otherwise expressly provided in the Agreement. Any credit extended by Vendor and the limits of the credit, are at Vendor's sole discretion, and may be reduced or terminated by Vendor at any time, for any reason. A late charge is payable on all overdue balances while outstanding at the rate of the lesser of 1.5% monthly and the highest rate allowed by law. Vendor may defer delivery of Hardware ordered and/or suspend the provision of Services until all such overdue amounts are paid. All payments must be paid in U.S. Dollars. Except as otherwise specified in this Agreement, (i) all fees are exclusive of, and Customer is responsible for, applicable foreign, federal, state, and local sales, use, excise, value added, export, customs, duties and other governmental fees or levies or other applicable taxes, other than taxes on the net income of Vendor, (ii) Customer shall pay or reimburse Vendor for any such taxes and fees paid by Vendor, and (iii) Vendor may add any such taxes to invoices submitted to Customer by Vendor. Vendor shall be entitled to recover from Customer any costs incurred in collecting any amount past due under this Agreement, including reasonable attorneys' fees. Customer may make no offset for any amounts due regardless of the justification for the intended offset. Any good faith invoice disputes must be brought by Customer within thirty (30) days of receipt, otherwise Customer waives the dispute. Additional Hardware and Services not within the scope of an Order are subject to additional fees at Vendor's then-current rates or as mutually agreed by the parties.

3. Orders.

3.1 All Orders and amendments and attachments thereto are hereby incorporated into this Agreement upon their execution by the parties. Any Customer purchase order or similar purchasing document issued by any entity other than Vendor is subject to and incorporates these General Terms and will be valid only for the purpose of identifying this Agreement and the items and quantities ordered. Any other terms and conditions included in such purchasing document that conflict with, vary, or supplement the terms in this Agreement are void and will be of no effect, even if Vendor otherwise accepts the purchase order. In the event of a conflict between these General Terms and an Order, these General Terms will control. Vendor's failure to object to Customer terms and conditions contained in any Order or other document from Customer will not be construed as a waiver of the foregoing nor an acceptance of any such terms and conditions.

4. Platform Terms and Conditions

4.1 Access to and use of the Platform is subject to the additional terms and conditions in the Platform Terms and Conditions (also referred to as the "**Platform Terms**").

5. Professional Services

5.1 **Engagement; Cooperation.** Customer hereby engages Vendor to perform the Professional Services of the scope and on the terms described in Orders specifying the provision of Professional Services and Customer agrees to reasonably cooperate with the performance of such Professional Services.

5.2 **Professional Services Fees and Terms.** Except as otherwise provided in the applicable Order, (i) Professional Services and related reimbursable expenses will be invoiced monthly in arrears or, for brief engagements, at completion, at Vendor's option, (ii) any total fee amount communicated in connection with a time and materials-based project is an estimate only and not a guarantee that the Professional Services will be completed for such total fee amount, and (iii) Customer shall obtain and pay for all state and local permits and approvals legally required of Customer to receive the Hardware and Services and Vendor may suspend the provision of Professional Services pending receipt of such permits and approvals. In the event of an early termination of Professional Services (to the extent permitted by the Agreement), Vendor shall invoice and Customer shall pay all Professional Services Fees for Professional Services provided up to the effective date of termination of the applicable Order plus reasonable shutdown fees, if any, incurred by Vendor. Professional Services are limited to the scope and planned Deliverables as are set forth in the applicable Order, which do not include all design, installation, use, or maintenance considerations for Customer's systems generally.

5.3 **Change Orders.** If Customer or Vendor requests a change in the scope or other terms of Professional Services to be provided (excluding Standard and Premium Technical Support), the parties shall promptly meet to discuss the proposed changes. Once any changes are tentatively agreed, if

at all, Vendor will prepare and deliver for Customer's review and approval a change order describing the proposed changes including any changes in fees and expenses (each, a "**Change Order**"). Change Orders are not binding unless and until they are executed by both parties. Upon their execution, Change Orders will be deemed part of, and subject to, this Agreement. If the parties disagree about the proposed changes, the parties shall, at the request of either party, promptly escalate the change request to their respective senior management officers for resolution.

5.4 **Professional Services Warranty.** Vendor warrants to Customer that Vendor will perform Professional Services in a professional manner consistent with industry standards and that it will deliver Deliverables substantially conforming to those specified to be delivered in the applicable Order. Customer's sole and exclusive remedy for Vendor's breach of the foregoing warranty is as follows: Customer must provide Vendor with a detailed written description of the non-conforming Deliverables and their claimed non-conformity within ten (10) days from the date of delivery of the Deliverables or Professional Services claimed to be non-conforming, Vendor shall promptly review and confer with Customer regarding such written claims and, for those claims that Vendor accepts as valid following an inquiry in good faith, Vendor shall promptly and at its expense, use commercially-reasonable efforts to re-perform the non-conforming Professional Services. If no written rejection is given to Vendor by Customer within ten (10) days following such re-performance, the Deliverables and/or Professional Services as re-performed will be deemed accepted by Customer. If Vendor determines, in its sole discretion, that it is not commercially feasible to re-perform non-conforming Professional Services so as to be conforming, then Vendor shall refund amounts paid by the Customer for the non-conforming Professional Services. To the extent Vendor disagrees with Customer's notice of non-conformance, the parties shall, at the written request of Customer, escalate the matter to their respective senior management. This Section constitutes Customer's sole remedy and Vendor's sole obligation with respect to a breach of the foregoing Professional Services warranty.

5.5 **Insurance Coverage.** In respect of Professional Services, Vendor shall maintain insurance policies and coverages as follows: Worker's Compensation Insurance insuring Vendor's liability under the worker's compensation and occupational disease laws of the state where Professional Services are performed with at least the coverage required by law; Commercial General Liability Insurance with coverage on an "occurrence" basis with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; in each case to insure Vendor for Professional Services performed under an Order; and Insurance for operations of all hired and non-owned vehicles with limits for each accident of \$1,000,000 combined single limit with respect to bodily injury, death and property damage. Vendor shall provide a current certificate of insurance to Customer upon request.

5.6 **Termination of Professional Services.** Excluding Standard and Premium Technical Support, either party may terminate Professional Services (i) in the event of material breach by the other party with notice and thirty (30) days' opportunity to cure (or 10 days for failure to pay Professional Services Fees or reimburse expenses not disputed in good faith) or (ii) in accordance with the termination provisions of the applicable Order.

6. **Sale of Hardware.**

6.1 **Hardware Purchase Terms.** Except as otherwise specified in the applicable Order, (i) Hardware prices are F.O.B. origin, freight prepaid to the destination specified in the Order and added to the invoice and (ii) Vendor will invoice sales of Hardware at the time of their shipment. Title and risk of loss pass to Customer upon tender of shipment to the carrier. Customer must make any good faith claim for shipment shortfall or damage within five (5) days of receipt of shipment; otherwise, Customer waives such claim as to such Order.

6.2 **Hardware Warranties.** All XiO Hardware is warranted in accordance with and is sold subject to the Hardware limited warranty found on Vendor's website (the "**Limited Warranty**"), currently at <http://xiowatersystems.com/warranty>. The remedies provided in the Limited Warranty constitute Customer's sole remedies and Vendor's sole obligations with respect to a breach of the Limited Warranty. The Limited Warranty is made expressly subject to the terms and conditions of this Agreement including Section 14 below. Hardware other than XiO Hardware sold by XiO to Customer is sold subject to the Hardware manufacturer's applicable warranty, if any, on a passthrough basis and is otherwise sold "AS-IS" by Vendor.

7. **Ownership; Proprietary Rights.**

7.1 **The Services and XiO Hardware.** Except as otherwise expressly provided in the applicable Order referencing this Section 7.1, the Services, Deliverables, and all ideas, know-how, processes, software, documentation, information, drawings, documents, designs, models, inventions, copy-

rightable material, and other tangible and intangible materials authored, prepared, created, made, developed, delivered, conceived, or reduced to practice, in whole or in part, by Vendor in relation to this Agreement (collectively, the “**Works**”) and all copyrights, patent rights, trade secrets, trademarks, moral rights, and all other proprietary and intellectual property rights throughout the world in each of the foregoing (collectively, “**Intellectual Property Rights**”) are and will remain the sole and exclusive property of Vendor. As between Vendor and Customer, each party retains all of its rights to its trademarks, logos, trade names, and service marks, website(s), technologies, patents, copyrights, trade secrets, and other intellectual property, and proprietary rights. Without limiting the generality of the foregoing, Vendor shall at all times solely and exclusively own (i) all rights, title, and interest in and to the Platform and content therein (excluding Customer Data), the Professional Services, De-identified Data, and any and all improvements, enhancements, derivative works, and extensions thereof, and all Intellectual Property Rights therein and (ii) all Intellectual Property Rights in XiO Hardware. No implied licenses are granted. All rights not expressly granted to Customer in this Agreement are reserved to Vendor.

- 7.2 **Use of Information.** Customer hereby consents to Vendor’s use of Customer Information as required or permitted by this Agreement and for exercising and enforcing Vendor’s rights under this Agreement, including generating De-identified Data from Customer Information.
- 7.3 **Feedback.** Customer hereby grants XiO a perpetual, royalty-free, worldwide right to use any information, suggestions, bug reports and fixes, and ideas provided by or on behalf of Customer to XiO for enhancements, modifications, and other feedback regarding the Services, Hardware, or any other XiO product or service.
8. **Customer Cooperation.** Customer shall provide reasonable cooperation to Vendor in Vendor’s performance of Vendor’s obligations under this Agreement.
9. **Customer Obligations Regarding Site Conditions.** Except as otherwise disclosed in writing to Vendor and acknowledged in writing by Vendor in advance of providing Professional Services, Customer represents and warrants that, to Customer’s knowledge after reasonable inquiry, there are no potentially hazardous substances, environmental contamination, or conditions in, on, or near the properties required to be visited by Vendor employees or other representatives in performing Vendor’s obligations under the Agreement that present, within the context of similar facilities, an unreasonable and/or unanticipated danger to human health or the environment. Customer shall immediately notify Vendor if it becomes aware of a change in such circumstances. Vendor shall not be responsible for remedying any pre-existing hazardous materials, pre-existing hazardous conditions or pre-existing violations of laws, or regulations affecting the site where Professional Services are to be performed, and Customer shall indemnify, defend, and hold harmless Vendor from any liability, loss, damages, cost, and expense (including attorneys’ fees) arising out of or relating to a failure or breach of Customer’s representations, warranties, and undertakings in this Section.
10. **Protection and Use of Confidential Information.** Each party shall not use or disclose Confidential Information of the other party without the prior written consent of the other party or as permitted or required by this Agreement. The receiving party may disclose the other party’s Confidential Information to the extent necessary to comply with a lawful order of a court or taxing authority, or government regulation, on condition that the party making the disclosure provides the other party with reasonable advance written notice to the extent legally permissible, and reasonably cooperates with the other party’s efforts (at the other party’s request and expense) to seek confidential or protective treatment. In addition, each party shall take at least reasonable measures to protect and maintain in confidence the other party’s Confidential Information. Each party may disclose the terms of this Agreement to (i) its attorneys, accountants, and other professional advisors, or to potential investors or other third parties conducting due diligence in connection with a potential financing, change of control, or other similar transaction of the party, and (ii) in the case of Vendor, to Vendor’s independent contractors and service providers for the purpose of performing Vendor’s obligations under this Agreement, in each case, so long as the third party is under a duty of confidentiality with respect to the disclosure at least as protective as those in this Agreement. Customer may disclose this Agreement to the extent necessary to comply with applicable laws and regulations that make this Agreement a public document or to otherwise comply with applicable public disclosure laws and regulations; provided, however, that, to the extent permitted by law, Customer shall use commercially reasonable efforts to seek confidential treatment of all pricing information within this Agreement in connection with the disclosure. If Vendor is obligated to respond to a third-party subpoena or other compulsory legal order or process in connection with Customer Information or Customer’s use of the Hardware or Services, Customer shall reimburse Vendor for Vendor’s reasonable and documented related attorneys’ fees, and other reasonable costs and expenses of responding to the legal order or process at Vendor’s then-current hourly rates for such Services.

11. **Use of Third-Party Services and Subcontractors.** Vendor may, in the ordinary course of business, utilize third-party services (including third-party hosting and data centers) and may also engage independent contractors and subcontractors in performing its obligations under this Agreement (including for Hardware installation and other Professional Services) and Customer hereby consents to such use provided Vendor is responsible for its subcontractors' compliance with this Agreement in their performance on behalf of Vendor.
12. **Indemnification.**
 - 12.1 **By Vendor.**
 - 12.1.1 **General.** Vendor shall indemnify, defend, and hold harmless Customer and its officers, directors, agents, and employees (each a "**Customer Indemnified Party**") from and against any and all third-party claims, demands, losses, liabilities, suits, costs, and expenses (including reasonable attorney's fees and legal expenses) (collectively, "**Claims**") to the extent arising out of death, injury, and property damage to the extent caused by Vendor's gross negligence, or willful, reckless, or criminal misconduct in the performance of the Professional Services at Customer's location except to the extent caused by the negligence or misconduct of a Customer Indemnified Party or resulting from Customer's failure to comply with this Agreement.
 - 12.1.2 **Infringement.** Vendor shall indemnify, defend, and hold Customer Indemnified Parties harmless from all Claims to the extent arising out of or relating to any third-party claims, demands, or suits alleging that one or more of the XIO Hardware, the Platform, or the Services infringe a third-party's United States copyright or trademark rights except to the extent the alleged infringement is caused by: (a) changes or modifications to the Platform made or specified by Customer or any third party; or (b) combinations of the Platform or Professional Services Deliverables with any product or service not supplied or specified by Vendor under this Agreement. If a Claim contemplated under this Section 12.1.2 is brought, Vendor shall, at its sole option and expense, and within a reasonable period, use commercially reasonable efforts to (1) procure for Customer the right to continue using the allegedly infringing item; (2) replace the same with a non-infringing item providing materially equivalent functions and efficiency; (3) modify the same to be non-infringing without material loss of functionality; or, if none of the foregoing (1)-(3) is, in Vendor's sole discretion, commercially reasonable, at Vendor's notice, Customer shall discontinue use of the allegedly infringing item and Vendor shall refund to Customer the fees paid by Customer to Vendor corresponding to the period following the effective date of such discontinuance and any pre-paid unused Subscription fees. This Section 12.1.2 sets forth Vendor's sole liability, and Customer's sole and exclusive remedy, in lieu of all others, with respect to infringement.
 - 12.2 **By Customer.** Customer shall indemnify, defend, and hold harmless Vendor and its Affiliates and their respective officers, directors, agents, and employees (each an "**Vendor Indemnified Party**") from and against any and all Claims to the extent arising out of death, injury, and property damage to the extent caused by Customer's gross negligence, or willful, reckless, or criminal misconduct; and except in each case to the extent caused by the negligence or misconduct of a Vendor Indemnified Party or resulting from Vendor's failure to comply with this Agreement.
 - 12.3 **Procedures.** The obligations under this Section 12 are conditioned upon the indemnified party (i) giving the indemnifying party prompt written notice of any Claim; (ii) granting the indemnifying party complete control of the defense and (conditioned upon a full release of the indemnified parties) settlement of Claims; and (iii) reasonably cooperating with the indemnifying party in the defense and settlement of the Claims.
13. **Representations and Warranties by Both Parties.** Each party represents and warrants to the other party that (i) this Agreement is binding on it and it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, (ii) this Agreement does not conflict with any other agreement entered into by it and (iii) that it shall comply with all applicable law in connection with the performance of its obligations and use of the Hardware and Services.
14. **Disclaimers.** **Except for the express warranties provided in this Agreement, the Hardware and Services are provided "AS IS AND WITH ALL FAULTS" and "AS AVAILABLE" and to the fullest extent permissible under applicable law, Vendor disclaims all warranties, express, implied, and statutory, concerning the Hardware and Services, and otherwise related to this Agreement, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and any warranties of non-infringement. Vendor does not warrant (i) that the Hardware or Services will meet Customer's requirements, (ii) that the Platform's operation will be error-free or uninterrupted (including due to performance of the Internet, other transmission networks, and customer's local network and equipment, which systems**

Vendor is not responsible for providing), (iii) that the Services or any Hardware will properly operate when used with equipment, other systems, or configurations, in each case not specified by Vendor in an Order, or (iv) Vendor's qualification under state licensing provisions. Vendor's express warranties do not apply to failures due to misuse, electrical power line surge damage, improper installation by user, improper power supply attachment, water damage, or physical abuse or where resulting from Customer's failure to reasonably cooperate with Vendor's performance. Vendor does not provide design, installation, or maintenance services for water or other industrial systems generally. Proper installation and use of Vendor Hardware and Services may involve design, installation, and other considerations not provided by Vendor and for which Vendor is not responsible. Vendor is not responsible for (i) errors in data provided by Customer or its users or representatives, (ii) injury or property damage or other damages or losses due to a failure of Hardware or Services or resulting from local or remote management through Hardware and/or Services of Customer's facilities or systems, (iii) use of its Hardware and Services in a manner inconsistent with their specifications and intended use as provided by Vendor, or (iv) defects or problems in Hardware or Services to the extent caused by factors other than the Hardware or Services, or to the extent as a result of tampering with Hardware or Services (including without limitation disconnection, abuse, misuse, accident, alteration, neglect, unauthorized repair, relocation, or interference). Customer acknowledges that the Hardware and Services, as equipment and activities in an industrial operation, have an inherent risk of failure and Customer assumes such general risk. The specific risks disclaimed in this Section are not exhaustive. Procurement of Hardware or Services from Vendor does not limit Customer's obligation to ensure, and is not a replacement for, Customer's on-site monitoring and management of its facilities including responding to water leaks, malfunctions, and hazardous conditions. The entire responsibility in connection with the consequences resulting from the use of the Hardware and Services as well as the intended or achieved results resulting from the use of the Hardware and Services lies entirely with Customer. If Customer has acquired the Hardware or Services through an authorized distributor or reseller of Vendor, Vendor shall not be held responsible for any promises or warranties made by such distributor or reseller. To the maximum extent permitted by law, this Section shall apply even if any express warranty or limited remedies set forth in this Agreement fails of its essential purpose.

15. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will Vendor or its Affiliates, including their respective employees, officers, directors, owners, agents, successors and assigns, be liable to Customer or to any third party for any indirect, incidental, special, exemplary or consequential damages, including, but not limited to, lost profits, loss of data, loss of use, business interruption, loss of good will, or cost of procuring substitute products or services, arising out of or in relation to this Agreement or the Hardware or Services, even if advised of the possibility of such damages or losses. Notwithstanding anything else in this Agreement to the contrary, Vendor's aggregate liability arising from, relating to, based on, or connected with this Agreement including the Hardware and Services, shall in any event and under any theory of recovery, including claims of negligence, be limited to the amount of fees actually received by Vendor under this Agreement relating to the Customer facility for which the claim accrued during the twelve month period immediately preceding the date on which Customer's claim first accrued.
16. **Limitations of Disclaimers and Limitations on Liability.** Applicable law in certain jurisdictions relevant to this Agreement may limit the contractual exclusion, limitation, or disclaimer of warranties or damages. In such cases, Vendor's liability (and the liability of its Affiliates and agents) will be limited in accordance with this Agreement to the greatest extent permitted by applicable law.
17. **Not a Licensed Contractor.** Customer acknowledges that Vendor is performing services as an independent contractor and that Vendor is a provider of water facility control systems and services and is not a licensed contractor. Customer acknowledges that Vendor may work with a third-party installer (who, if required by applicable law, will be licensed) to perform specified installation services described in the applicable Order. Customer acknowledges that Vendor is not a licensed contractor under California or other law or regulations or under the law or regulations of the state in which it will perform Professional Services (each are "state licensing provisions"). Customer hereby waives any claim, and shall not raise any defense to enforcement of a contract, on grounds that Vendor (i) is a contractor within the meaning of any state licensing provisions, or (ii) is required under any state licensing provisions or other applicable law to be licensed as a contractor.

18. **Force Majeure.** Vendor shall not be liable to Customer or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by Customer or its Affiliates due to (i) disruption or unavailability of communications, utility, hosting, or Internet service not within the reasonable control of Vendor, (ii) acts of war, acts of vandalism, pandemics, terrorism, hacking, lightning, flood, fire, strike, or (iii) any other causes not reasonably anticipated and beyond Vendor's reasonable control.
19. **Sale of Real Property.** If Customer sells or otherwise transfers ownership of an individual facility or property serviced by Vendor under this Agreement to an unrelated third party in an arms-length transaction, Customer may, with notification to Vendor delivered within 60 days following the transfer of ownership, assign the Services relating to such facility or property to the new owner only in respect of such individual facility or property and related Services, and only if the new owner agrees with Vendor in writing to be bound by an agreement substantially equivalent to this Agreement as it applies to the transferred Services, except that Customer acknowledges that splitting of Customer's Platform account and Services for purposes of the foregoing may require additional Services at additional cost. Any such assignment will not relieve Customer of obligations or liabilities under the Agreement occurring and/or accruing prior to the date of the assignment, and Customer shall continue to be bound by the Order to the extent not assigned. Absent such assignment in accordance with this Section, Customer will remain obligated under the Agreement for contracted Services relating to such transferred property.
20. **Publicity.** Customer consents to Vendor's reasonable and limited use of Customer's name, logo, and use case in promotion of Vendor's goods and services on condition that: (i) any public use, such as on a website or press release must first be submitted for approval by Customer and (ii) Customer reserves the right to terminate this use right at any time upon written notice to Vendor (email acceptable).
21. **Independent Contractor.** The relationship of Vendor and Customer is solely that of independent contractors. Nothing contained in this Agreement will be construed to make either party the other's partner, joint venturer, co-owner, agent, franchisee, or employee. Neither party is authorized or empowered to transact business, incur obligations, or make representations on behalf of the other party.
22. **Dispute Resolution.** In the event of any dispute arising out of or related in any way to this Agreement (except for non-payment by Customer), the parties shall, at the written request of either party, first attempt, in good faith, to settle such disputes informally through direct discussions and negotiations. If a resolution cannot be reached informally within a reasonable period (not to exceed 15 days), the parties shall, before the filing of any lawsuit, submit such disputes to and participate in good faith in at least one non-binding mediation before a mutually-acceptable mediator (or if they cannot agree, then the parties will each choose a mediator and the two mediators will select a third mediator to serve as the sole mediator). For purposes of the procedures set forth in this paragraph, a "dispute" means any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement. The foregoing does not apply to the seeking of injunctive relief. No formal proceedings for the judicial resolution of any dispute, except for the seeking of injunctive relief, may begin until the foregoing dispute resolution procedure has been completed except as otherwise agreed in writing by the parties.
23. **Miscellaneous.** This Agreement, including all its attachments, contains the entire agreement of the parties, and supersedes any and all previous or contemporaneous agreements, with respect to the subject matter hereof, whether oral or written. This Agreement will be binding and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. Subject to Section 19, this Agreement may not be assigned by Customer, in whole or in part, without Vendor's prior written consent, such consent not to be unreasonably withheld. Any attempted assignment in violation of the foregoing is void. Vendor may assign, delegate, and subcontract any or all of its rights or obligations hereunder. All formal notices, requests, demands, consents, and communications under this Agreement must be in writing and delivered by electronic mail, by certified or registered mail, return receipt requested, or by overnight courier and will be deemed given five (5) days after deposit in the mail, two (2) days after deposit with an overnight courier, and on the date sent by email if sent during normal business hours of the sender, and on the sender's next business day if sent outside of the normal business hours of the sender, in each case with confirmation of email transmission. Notices will be sent to the party's most recent contact information set forth in the Order or such other contact information as the party may specify in writing for notification purposes in accordance with the foregoing from time to time. This Agreement is governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For purposes of enforcement of this Agreement, except

to the extent the parties otherwise agree in writing, the parties submit themselves to the exclusive jurisdiction of the state and federal courts located in Marin County in the state of California and hereby agree that such courts have exclusive jurisdiction for the enforcement of this Agreement and any rulings or orders associated therewith, and voluntarily waive any right to challenge jurisdiction based on any theory, including inconvenience of forum. Notwithstanding the foregoing, Vendor may seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce Vendor's rights under this Agreement. If any part of this Agreement is held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver will only be applicable to the specific instance(s) referenced in such written waiver. This Agreement may be amended only by a writing executed by each of the parties. Headings in this Agreement are for purposes of reference only and will not limit or otherwise affect the meaning hereof. Sections 7, 10, 12, 14 - 18, 22, and 23, Vendor's limited Hardware warranties in Section 6.2 (subject to their terms), and any and all payment obligations of Customer will survive a termination of this Agreement or any one or more Orders. The words "for example", "e.g." "including" and "includes" in this Agreement are deemed to be followed by "without limitation".

End General Terms and Conditions

EXHIBIT B: Platform Terms and Conditions

These Platform Terms and Conditions (these, “**Platform Terms**”) are supplemental terms and conditions governing the provision by XiO, Inc. (“**Vendor**”) of access to and use of the Platform, as defined below, and are attached to the General Terms and made part of the Agreement between Vendor and Customer. These Platform Terms supplement, but do not replace, the General Terms and other terms and conditions of this Agreement. Capitalized terms used, but not defined in this Exhibit have the meaning given them elsewhere in the Agreement.

1. **Definitions.**

- 1.1 “**Customer Data**” means electronic data submitted to and stored in the Platform by or behalf of Customer in using the Platform.
- 1.2 “**Platform**” means, collectively, the software application-based and other electronic services and data provided by Vendor to which Customer procures access and use pursuant to the Agreement via one or more of the Internet, cell and/or other wireless technology, and other telecommunications methods (“**Electronic Communications**”). The Platform may include web-based management and/or monitoring applications, and data feeds and services, and includes those that are accessed by the Customer through Hardware and other equipment. Platform excludes Professional Services.
- 1.3 “**Start Date**” means the date on which a Subscription Term commences as set forth in the applicable Order procuring the Subscription or if no date is indicated, then the effective date of the Order.
- 1.4 “**Subscription**” means the right to access and use the Platform for the applicable Subscription Term pursuant to and in accordance with this Agreement.
- 1.5 “**Subscription Fees**” mean the fees owed in consideration of a Subscription.
- 1.6 “**Subscription Term**” means, as to a Subscription, the Initial Term and any Renewal Terms (or until earlier terminated in accordance with this Agreement) commencing on the Start Date.

2. **General; Term of Subscription.** Subject to the terms and conditions of the Agreement (including payment by Customer of applicable Subscription Fees) and for the Subscription Term, Customer hereby subscribes to, and Vendor shall use commercially reasonable efforts to make available, access and use of the Platform via Electronic Communications solely for Customer’s internal business use. Subscriptions commence on the Start Date. The Subscription Term will continue for the initial term of the Subscription (the “**Initial Term**”) indicated on the applicable Order. If no such Initial Term is indicated, then the Initial Term is one (1) year. Upon expiration of the Initial Term, the Subscription Term will automatically renew for successive renewal periods of duration specified in the applicable Order or if not so specified, successive one-(1) year renewal terms (each, a “**Renewal Term**”) absent written notice by either party of its election to not so renew delivered at least 60 days prior to the renewal.

3. **Restrictions.** Customer shall not, and shall not knowingly permit any third party to, in whole or in part, (i) reverse engineer, decompile, or disassemble the Platform or use similar methods to determine any design structure, concepts, or construction method of the Platform, including its database, or replicate the functionality of the Platform for any purpose, (ii) copy, translate, resell, distribute, or create a derivative work of the Platform or use the Platform for timesharing, service bureau, or similar purposes, (iii) use the Platform for the purpose of building a similar or competitive product or service, (iv) obtain or knowingly assist in obtaining unauthorized access to the Platform including by sharing log-in credentials to access to Platform, (v) use the Platform in a manner that is contrary to applicable law, in violation of this Agreement or any third party rights of privacy or Intellectual Property Rights, (vi) use the Platform to store, access, distribute or transmit any material that is unlawful, inappropriate, or infringing; facilitates illegal activity; or causes or is reasonably likely to cause damage or injury to any person or property, or (vii) transmit viruses or other code intended to harm or surreptitiously intercept data to or from the Platform, or Vendor’s or a third party’s networks or systems, or adversely affect their operation or security. Customer shall indemnify, defend, and hold Vendor harmless from claims, demands, liabilities, losses, and costs and expenses (including attorneys’ fees) arising out of or relating to Customer’s breach of this Section 3. Vendor has the right (but not the obligation) to monitor and review all information and materials transferred to or otherwise stored under Customer’s account in the Platform for information, material, or activity that Vendor deems in its sole discretion to violate these Platform Terms or the Agreement generally. Customer shall comply with all applicable laws and regulations in connection with its use of the Platform including export laws and obtain any permits, licenses, and authorizations required to be obtained by Customer in using the Platform. Customer shall not remove, modify, or obscure any Vendor or other copyright, trademark, or other proprietary notices affixed to or displayed on or in the Platform and shall not knowingly allow any third party under Customer’s control to take any such action. Customer is responsible under this Agreement for all activities conducted in the Platform

under its login credentials and account including those of its independent contractors or any other third party.

4. **Customer Data; Right to Use; Other Customer Responsibilities.** Responsibility for ensuring that Customer Data is accurate and reflects Customer requirements lies solely with Customer. Customer hereby grants Vendor the right and license to use, copy, store, transmit, modify, process, and display Customer Data for the purposes of performing Vendor's obligations under this Agreement. The Platform may require the use of Hardware or other equipment such as transmitting sensors and communications and other hardware and software necessary to access the Internet and the Platform, which are not included in Subscription Fees (collectively, the "**Equipment**") and Customer is responsible for obtaining and maintaining Equipment, at Customer expense. Customer is responsible for maintaining the security of the Equipment, Customer account information, passwords and files, and for all uses of Customer's Platform account or the Equipment with or without Customer's knowledge or consent (excluding uses by Vendor in performing its obligations under this Agreement). Customer consents to Vendor's creation of De-identified Data from Customer Data. Vendor owns all right, title, and interest in and to De-identified Data and nothing herein restricts Vendor's use of De-identified Data in any manner whatsoever.
5. **Subscription Fees.** Customer shall pay all Subscription Fees in the amounts and according to the terms as are set forth in the applicable Orders procuring the Subscriptions. Except as otherwise specified in the Agreement, (i) Subscription Fees will be invoiced annually in advance and due within thirty (30) days of Customer's receipt of the invoice, and (ii) Vendor may increase Subscription Fees at each renewal of the Subscription Term by notice delivered at least 120 days' prior to the renewal. If Customer's use of the Platform exceeds the parameters or restrictions set forth in the applicable Order or otherwise requires the payment of additional Subscription Fees (per the terms of this Agreement), Customer will be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Subscriptions Fees are not refundable except in accordance with this Agreement.
6. **Service Level Agreement Terms.** During the Subscription Term, Vendor shall meet the service levels on and subject to the terms and conditions indicated in the Service Level Agreement Terms attached as Exhibit C.
7. **Platform Disclaimer.** Without limiting Section 14 of the General Terms (Disclaimers), the Platform provided by Vendor relies upon numerous interconnected communication and other technologies that are inherently not fault-free and may contain errors or become interrupted. Vendor disclaims responsibility for liabilities, losses, claims, and demands resulting from any such errors or interruptions. The Platform should not be used for fault-intolerant applications or where such errors or interruptions would present a high degree of risk. Certain Platform features allow alerts and notifications to be sent to mobile devices. Vendor is not responsible for text or other mobile communications charges resulting from such alerts and notifications or for alert failures due to failures of the mobile device or its connectivity. Vendor is not responsible for Platform errors due to Hardware or other equipment failure.
8. **Improvements to Platform.** Vendor may make enhancements, updates, and other modifications to the functionality, user interface, usability, and documentation of the Platform from time to time in its sole discretion as part of its ongoing effort to improve its offerings, so long as such modifications do not materially diminish the functionality of the Platform.
9. **Ownership of Platform.** Without limiting Section 7 of the General Terms (Ownership; Proprietary Rights), as between Vendor and Customer, Vendor owns all right, title and interest in and to the Platform including all Intellectual Property Rights therein. Nothing in this Agreement grants Customer any right, title or interest in or to the Platform other than the limited right to access and use the Platform during the Subscription Term in accordance with the Agreement. All rights not expressly granted to Customer in this Agreement are reserved by Vendor.
10. **Termination of a Subscription for Cause.** Either party may terminate a Subscription during the Subscription Term in the event that the other party has committed a material breach of this Agreement that is not cured within thirty (30) days after the other party's receipt of written notice thereof, which notice must expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure the alleged breach, except that the cure period for failure of Customer to pay fees when due is five (5) days.
11. **Effect of Termination.** Upon termination or expiration of a Subscription, for any reason, Customer shall cease all use of the Platform and Vendor has the right, at any time more than ninety (90) days following such termination or expiration, to permanently delete Customer Data and Customer's account associated with the terminated Subscription.

12. **Export; U.S. Governmental Rights.** Customer shall not remove or export from the United States or knowingly permit the export or re-export of the Platform, or any of its source code, object code, or underlying structure, ideas, know-how or algorithms, documentation or data (the “**Platform Materials**”), or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. The Platform Materials are “commercial items”, “commercial computer software”, and “commercial computer software documentation” under U.S. federal acquisition regulations (FAR) and U.S. defense federal acquisition regulations (DFAR). Consistent with such regulations, any use modification, reproduction, release, performance, display, or disclosure of Platform Materials by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by this Agreement.

End Platform Terms and Conditions

EXHIBIT C: Service Level Agreement Terms

These Service Level Agreement Terms (these “**SLA Terms**”) are provided pursuant to that certain Agreement to which these SLA Terms are attached between Vendor and Customer and form part of the Agreement. Capitalized terms used in these SLA Terms, but not defined herein have the meaning given to them elsewhere in the Agreement.

1. **Availability Service Levels**

1.1 **Definitions** For purposes of these SLA Terms, the following terms have the following meanings:

1.1.1 “**Emergency Maintenance**” means Vendor’s unplanned or emergency maintenance for application of hotfixes, security related maintenance activities, and other actions necessary to maintain the integrity or operation of the Platform during which the Platform is unavailable.

1.1.2 “**Scheduled Maintenance**” means scheduled maintenance to maintain the integrity or operation of the Platform during which the Platform is unavailable.

1.1.3 “**Total Monthly Time**” means the total number of minutes in the applicable calendar month.

1.1.4 “**Unavailable Monthly Time**” means the total number of minutes in the applicable calendar month during which the Platform was unavailable for use.

1.1.5 “**Uptime Percentage**” = $((A-B+C)/A)$
multiplied by 100 and expressed as a percentage, where:

A = Total Monthly Time;

B = Unavailable Monthly Time; and

C = Excluded Monthly Time (as defined below)

1.2 **Availability Commitment** Subject to these SLA Terms:

1.2.1 During the Subscription Term, Vendor shall use commercially reasonable efforts to ensure that the Platform will have an Uptime Percentage of at least **99.9%**; and

1.2.2 Vendor shall endeavor to schedule Scheduled Maintenance to occur outside of Vendor’s normal business hours and to provide Customer at least 48 hours’ notice prior to Scheduled Maintenance. No prior notice to Customer is required for Emergency Maintenance; however, Vendor shall use commercially reasonable efforts to notify Customer in advance of Emergency Maintenance.

1.3 **Exclusions.** Notwithstanding anything to the contrary in these SLA Terms, no Unavailable Monthly Time will be deemed to have occurred if it: (a) is caused by factors outside of Vendor’s reasonable control, including, without limitation, Internet access or related problems occurring beyond the point in the network where Vendor maintains access and control over the Platform; (b) results from failures or issues in satellite, radio, cellular, or other non-Internet-based telecommunications transmissions used to communicate with or to the Platform, whether procured through Vendor or otherwise; (c) results from any actions or inactions of Customer or any third party (except for Vendor’s agents and subcontractors); (d) results from any Customer third party application(s), Customer’s equipment, software, or other technology, add-on services, or third-party equipment, software, or other technology; (e) occurs during Scheduled Maintenance; (f) occurs during Emergency Maintenance; or (g) is less than five (5) minutes of continuous unavailability in duration (minutes of unavailability in the calendar month resulting from (a)-(g) collectively, “**Excluded Monthly Time**”).

1.4 **Unavailability Credits**

1.4.1 For any calendar month that has an Uptime Percentage indicated in the Unavailability Credit Table below, Customer may request an Unavailability Credit corresponding to the Uptime Percentage, where “Unavailability Credit” is calculated as the applicable Unavailability Credit Percentage of the Subscription Fees corresponding to the calendar month at issue. The Unavailability Credit will be credited toward the next invoice for Subscription Fees or refunded if the Subscription Term expires or is terminated before it can be so credited.

1.4.2 Customer must request the Unavailability Credit by submitting a request to Vendor via email to accounts-receivable@xiowater.com during the first 15 calendar days of the calendar month immediately following the calendar month for which the credit is claimed.

1.4.3 Unavailability Credit Table:

Uptime Percentage	Unavailability Credit Percentage (%)
99.5% - <99.9%	2.0%
98.5% - <99.5%	3.0%
<98.5%	5.0%

1.5 **Chronic Unavailability** If the Platform experiences an Uptime Percentage that is less than **98.5%** for any two consecutive months, or for any four out of 12 consecutive months, then Customer will have the right, upon 10 business days’ notice to Vendor, to terminate the Subscription in which case Vendor shall refund to Customer its prepaid and unused fees corresponding to the period from the effective date of termination to the expiration of the then applicable Subscription Term. The foregoing credits and termination right constitute Vendor’s sole and entire liability to Customer, and Customer’s sole and exclusive remedy with respect to Vendor’s failure to meet Vendor’s commitments regarding availability of the Platform provided in this Exhibit C.

2. **Standard Support**

2.1 **Standard Support Access and Hours.** Vendor shall provide requested general technical support services to address errors in the Platform as further described in and subject to the Standard Support terms in this Section 2 of these SLA Terms (such support services, “**Standard Support**”). Standard Support is available without extra charge from 8am – 5pm Pacific time, Monday – Friday, except Vendor holidays (“**Standard Support Hours**”) through Vendor’s online ticketing system accessible at www.xiowater.com and via email at support@xiowater.com. Vendor reserves the right to update the contact information for accessing Standard Support from time to time by written notice to Customer.

2.2 **Standard Support Service Levels.** Each request for Standard Support received by Customer must identify an Error (defined below) and will be assigned a case number (each, a “Case”). An “Error” means a failure of the Platform to perform in accordance with its specifications as further described in the Error Description column below. For each Error, Vendor will prioritize the Case in accordance with the Severity Levels in the table below and will work to provide a temporary or permanent solution, fix, or work-around that resolves the material aspects of the Error with the corresponding Level of Effort as described in the table below.

2.3 **Standard Support Service Levels Table:**

EXHIBIT C: Service Level Agreement Terms

Severity Level	Error Description	Target Initial Response Time	Level of Effort
“Severity 1 (Critical)”	Critical production issue affecting all users, including Platform unavailability and data integrity issues with no workaround available.	Four (4) hours	Vendor shall use best efforts, applying its resources on a 24 hour per day basis to the exclusion of other priorities, to correct the Error as quickly as possible.
“Severity 2 (High)”	Major functionality is impacted. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.	Four (4) Hours	Vendor shall use best efforts, applying resources during normal business hours, to correct the Error as quickly as reasonably practicable.
“Severity 3 (Medium)”	Platform performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.	Eight (8) hours	Vendor shall use commercially reasonable efforts, applying resources during normal business hours, to correct the Error as quickly as reasonably practicable.
“Severity 4 (Low)”	Inquiry regarding a routine technical issue; bug affecting a small number of users. Reasonable workaround available.	Twenty four (24) hours	Vendor shall use commercially reasonable efforts to correct the Error.

As used above, “**Target Initial Response Time**” means the elapsed time during Standard Support Hours between the moment a request regarding an Error is first submitted to Vendor via a Standard Support contact until Vendor first responds to the request except that, if the request is submitted during the last 30 minutes of Support Hours on a given day, the elapsed time will be measured from the start of the next day on which Standard Support Hours are available.

Under no circumstances does Vendor warrant or represent that Errors can or will be corrected.

2.4 **Customer Obligations for Standard Support.** Vendor’s ability and obligation to fulfill its Standard Support obligations is conditioned upon Customer (a) providing all relevant information necessary for Vendor to respond to a Standard Support request within the applicable response times set forth above; (b) providing all relevant information and any additional requested information and documentation necessary for Vendor to reproduce the Error; (c) designation of Customer’s primary and secondary contacts (along with after-hours contact information for such personnel) who have been trained on the Platform and who can provide Vendor with all requested information; (d) submission of Standard Support requests promptly in response to an Error; (e) using commercially reasonable efforts to diagnose and resolve problems in the operation of the Customer’s interface to the Platform prior to submitting a request for Standard Support; (f) using commercially reasonable efforts to confirm that reported problems are not due to Customer’s systems or third-party systems; (g) consultation of Vendor-supplied documentation before submitting Standard Support requests; and (h) providing Vendor with remote access to Customer’s account or environment on the Platform for purposes of providing the requested Standard Support. Customer acknowledges that if it provides Vendor with erroneous information, or fails to provide all reasonably available information, then Vendor will not be liable for delays in, or improper performance of Standard Support. Customer is responsible for procuring, installing, and maintaining all applications, equipment, telephone lines, communications interfaces, and other hardware necessary to access the Platform and to obtain Standard Support.

2.5 **Standard Support Exclusions.** The following are outside the scope of Standard Support:

- support provided outside of the Standard Support Hours;
- support that relates to or becomes necessary due to failure of computer hardware, equipment or programs not provided by Vendor,

- negligence of Customer, error by Customer in operation of the Platform, or improper modification or use of hardware or software by Customer;
- maintenance and support of hardware, software programs, or data connections not provided by Vendor ("**Third Party Products**");
- development, customization, coding, installation, integration, consulting, and training;
- any other services that are not for the identification and resolution of Errors in the Platform; and
- issues or failures caused by:
 - Customer acts or omissions, including any Customer misuse or abuse of the Vendor system or in violation of the Agreement;
 - Any force majeure event as described in the Agreement;
 - Viruses or system attacks not prevented by Vendor's application of industry standard anti-virus software; and
 - An increase in Platform utilization by Customer materially beyond the Platform's standard or mutually agreed hosting capacity.

2.6 **Out-of-Scope Support.** If Customer does not have Premium Technical Support and requests and receives technical support from Vendor that is provided outside of Standard Support Hours or is otherwise outside the scope of Standard Support (for example, providing assistance or training in use of the Platform, troubleshooting of non-Vendor products or services, or light engineering advice) or if Customer is subject to additional charges for overuse of Premium Technical Support as described in Section 3.3 ("**Out-of-Scope Support**"), then Customer will be charged and agrees to pay for such excess support on an hourly basis at Vendor's then generally applicable hourly rates for the type of support provided. Higher rates will apply for Out of Scope Support provided outside of Standard Support Hours, that is outside of the scope of Standard Support, or that involves assistance from a Vendor engineer. Any such charges will be invoiced and payable monthly in arrears. Customer may request Vendor's support services hourly rates at any time. Out-of-Scope Support is subject to Section 3.5 below (Disclaimer).

2.7 **Chronic Support failures.** If Vendor materially fails to meet its Standard Support commitments in this Exhibit C for any two consecutive months, or for any four out of 12 consecutive months as shown by reasonable documentation, then Customer will have the right, upon 30 days' prior written notice to Vendor, to terminate the Agreement in which case Vendor shall refund to Customer its prepaid and unused Subscription Fees corresponding to the period from the effective date of termination to the expiration of the then applicable Subscription Term. The foregoing termination right constitutes Vendor's sole and entire liability to Customer, and Customer's sole and exclusive remedy with respect to Vendor's failure to meet the Standard Support commitments in this Exhibit C.

3. **Premium Technical Support**

3.1 The following terms apply only to Customers that have procured Premium Technical Support. Premium Technical Support is an enhanced technical support plan, further described below, which includes an annual allotment of support points that may be redeemed at different rates depending on the nature and timing of the support provided and that, in addition to online ticketing and email support contacts provided with Standard Support, includes telephone support at the support telephone number made available by Vendor to its Premium Technical Support Customers ("**Premium Technical Support**").

3.2 **Scope.** In addition to receiving Standard Support, Customers that have purchased Premium Technical Support may request technical support for assistance in the use of the Platform, requests that may involve some light engineering, and requests that may involve or relate to software, hardware, services, or products provided by third parties ("**Third-Party Products**"). Subject to Section 3.5 (Disclaimer) below, Vendor will use its commercially reasonable efforts to fulfill and/or resolve its Premium Technical Support requests. Standard Support requests (i.e., those involving errors in the Platform provided during Standard Support Hours) will be subject to the Standard Support terms in Section 2 (Standard Support) above.

3.3 **Support Points.** On or before the Start Date of the Subscription Term, Customers with Premium Technical Support will be allotted the number of support points indicated in the applicable Order purchasing Premium Technical Support, which points will be redeemable during the Subscription Term. The points expire if not redeemed during the Subscription Term for which they were allotted. Support points are redeemed for Premium Technical Support provided at the applicable rate in the table below based on the time spent by Vendor providing the support, subject to the rounding

described below. Premium Technical Support provided via telephone, email, the online ticketing portal, or otherwise, as well as time spent by Vendor on the support case outside of communications with Customer count for purposes of determining points redeemed. Standard Support provided during Standard Support Hours will not use or count against Premium Technical Support points. Every approximately three months, Vendor will provide Customer a statement of Standard and Premium Technical Support provided and an accounting of points redeemed and remaining since the period covered by the last such report provided (or since the Start Date, as applicable). If Customer has exhausted its available points during the Subscription Term, Premium Technical Support will still be provided at Vendor’s applicable hourly rates in the manner specified in Section 2.6 (Out-of-Scope Support), except that the rates will be discounted by the discount percentage applicable to the Premium Support level or plan that Customer has procured (as indicated in the applicable Order). Unused points have no cash value and expire upon termination or expiration of the Subscription for which the Premium Technical Support was procured.

3.4 Premium Technical Support Point Redemption Rates:

Type of Premium Technical Support	During/Outside Standard Support Hours	Rate of Point Redemption*
Premium Technical Support (not provided by a Vendor engineer)	During Standard Support Hours	1 point redeemed per hour of support provided.
Premium Technical Support or Standard Support (not provided by a Vendor engineer)**	Outside Standard Support Hours	1.5 points redeemed per hour of support provided.
Premium Technical Support provided by a Vendor engineer***	During Standard Support Hours	2 points redeemed per hour of support provided.

*For purposes of point redemption for a support case, Premium Technical Support provided for the case will be rounded up to the nearest 6 minute increment. For example, with respect to a Premium Technical Support case, 21 minutes of actual time spent by Vendor providing the support would be treated as the provision of 24 minutes of support.

** Support provided outside of Standard Support Hours (regardless of whether the issue is within or outside the scope of Standard Support) redeems points at 1.5 points per hour, subject to the applicable rounding described above.

*** Engineer-provided Premium Technical Support is not available outside of Standard Support Hours.

3.5 Disclaimer. With respect to Premium Technical Support that involves engineering and/or that relates to Third Party Products, Customer acknowledges that Vendor makes no guarantees as to Vendor’s ability to resolve or otherwise provide such support or as to the accuracy or appropriateness of any such support that is provided. Engineering provided through Premium Technical Support is intended for relatively minor engineering matters or where exigent circumstances require immediate attention and action. Engineering needs that involve complex or critical functions or problems should be addressed, if at all, through the provision of Professional Services separately procured pursuant to a properly scoped Statement of Work and not through Premium Technical Support whenever possible. Vendor reserves the right at any time to decline to provide engineering and assistance with Third Party Products through Premium Technical Support that Vendor determines in its sole discretion is beyond the scope of what is appropriate for Premium Technical Support, including at any time after such support has been commenced.

3.6 Changes to these SLA Terms. During the Subscription Term, upon reasonable notice, Vendor reserves the right to reasonably modify these SLA Terms, but not in manner that materially, adversely reduces Vendor’s commitments herein.

End of Service Level Agreement Terms

Aromas Water District
Balance Sheet Prev Year Comparison

As of November 30, 2023

	Nov 30, 23	Nov 30, 22
ASSETS		
Current Assets		
Checking/Savings		
US Checking 1715	118,565.19	162,034.21
US BANK Money Market 1842	447,858.82	615,797.09
LAIF-State of Ca xx-05	6,771,857.71	6,562,811.10
Petty Cash	100.00	100.00
Assessment District Banks		
OAWA US Bank 102 Reserve	36,000.93	38,545.05
OAWA US Bank 101 Redemption	4,368.42	0.00
OAWA US Bank Checking 0664	18,333.31	18,865.86
Oakridge US BANK Checking 0701	343,683.79	357,789.57
Total Assessment District Banks	402,386.45	415,200.48
Total Checking/Savings	7,740,768.17	7,755,942.88
Accounts Receivable		
1200 · Accounts Rec - Spec Proj/Taxes	26,296.34	15,058.30
Total Accounts Receivable	26,296.34	15,058.30
Other Current Assets		
1292 · Accounts Rec - USDA Loan	1,988,523.73	1,988,523.73
1291 · Accounts Rec - Orchard Acres	296,431.41	296,431.41
Prepaid Insurance	29,095.34	22,027.50
128 · Inventory	83,410.55	77,997.68
1200.1 · Accounts Receivable--UBMax	154,245.93	144,962.13
1201.9 · Less Allowance for doubtful Acc	-500.00	-500.00
Total Other Current Assets	2,551,206.96	2,529,442.45
Total Current Assets	10,318,271.47	10,300,443.63
Fixed Assets		
1900 · Water System	12,367,492.32	12,249,084.10
1910 · Construction in Progress	312,142.36	272,027.86
1915 · Office Building & Improvements	440,291.33	440,291.33
1970 · Office Equipment & Fixtures	93,467.05	93,467.05
1980 · District Vehicles	244,698.85	117,577.39
1990 · Land and Easements	331,195.78	331,195.78
1995 · Idle Assets	43,400.00	43,400.00
1998 · Less Accum Depr Idle Assets	-42,400.00	-42,400.00
1999 · Less Accumuated Depreciation	-8,068,978.75	-7,539,195.75
Total Fixed Assets	5,721,308.94	5,965,447.76
Other Assets		
Deferred Outflow of Resources	315,213.00	136,914.00
Total Other Assets	315,213.00	136,914.00
TOTAL ASSETS	16,354,793.41	16,402,805.39

Aromas Water District
Balance Sheet Prev Year Comparison

As of November 30, 2023

	Nov 30, 23	Nov 30, 22
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	23,669.42	42,340.61
Total Accounts Payable	23,669.42	42,340.61
Credit Cards		
First Bankcard - S Smith #0239	78.55	1,669.61
First Bankcard - E Giron #1086	140.11	40.03
First Bankcard -R.Johnson #8178	432.56	339.81
First Bankcard - D DeAlba #2486	456.50	543.15
Valero Fleet	0.00	305.39
Total Credit Cards	1,107.72	2,897.99
Other Current Liabilities		
Accrued Sick Payable	5,242.81	5,016.44
Accrued Vacation Payable	45,207.75	44,338.03
Current Portion City National	45,419.27	44,727.68
Current Portion Truist	157,549.00	0.00
2100 · Payroll Liabilities	130.51	-4,300.62
Deferred Inflows- Actuarial	66,849.00	335,224.00
CUSTOMER DEPOSITS		
Connection Deposits Payable	8,000.00	17,500.00
Hydrant Meter Deposit	10,800.00	14,800.00
Total CUSTOMER DEPOSITS	18,800.00	32,300.00
Interest Payable	148,357.19	0.00
Payroll Taxes Payable		
State Payroll Taxes Payable		
Payroll-SDI	0.00	-143.54
Total State Payroll Taxes Payable	0.00	-143.54
Total Payroll Taxes Payable	0.00	-143.54
PVWMA Payable	21,331.87	900.85
Total Other Current Liabilities	508,887.40	458,062.84
Total Current Liabilities	533,664.54	503,301.44
Long Term Liabilities		
Truist Bank	5,322,658.00	5,635,404.00
2392 · Long-term Debt - USDA (Oakrdge)	2,356,489.90	2,396,489.90
2391 · Long-term Debt - Orchard Acres	350,000.00	365,000.00
GASB 68 Pension Liability	680,082.00	384,014.00
City National Bank	604,903.75	693,136.71
Total Long Term Liabilities	9,314,133.65	9,474,044.61
Total Liabilities	9,847,798.19	9,977,346.05
Equity		
Investment in Capital Assets	6,420,006.53	6,420,006.53
Unrestricted Net Assets	2,706,942.83	2,618,538.53
Allocation of Net Assets	-2,637,574.59	-2,637,574.59
Net Income	17,620.45	24,488.87
Total Equity	6,506,995.22	6,425,459.34
TOTAL LIABILITIES & EQUITY	16,354,793.41	16,402,805.39

Aromas Water District
Profit & Loss Budget Performance

November 2023

	Nov 23	Budget	Jul - Nov 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
303 · Water Revenue	126,345.34	121,000.00	740,247.72	755,500.00	1,584,700.00
307 · Bulk Water	877.98	800.00	7,606.55	4,000.00	9,600.00
302 · Connection	0.00	0.00	80,280.00	76,160.00	85,700.00
301 · Taxes Rcvd - AWD					
3090 · Oakridge / OAWA Assess...	0.00	0.00	0.00	0.00	178,400.00
301 · Taxes Rcvd - AWD - Other	0.00	0.00	71.94	0.00	76,000.00
Total 301 · Taxes Rcvd - AWD	0.00	0.00	71.94	0.00	254,400.00
304 · Other Office Income & Reimbu...	0.00	125.00	886.00	625.00	1,500.00
306 · Interest	21,047.59	12,500.00	103,433.52	62,500.00	150,000.00
312 · Grant Revenue	0.00	0.00	0.00	0.00	1,000.00
Total Income	148,270.91	134,425.00	932,525.73	898,785.00	2,086,900.00
Gross Profit	148,270.91	134,425.00	932,525.73	898,785.00	2,086,900.00
Expense					
Operations					
403 · Fuel	1,664.44	2,100.00	9,954.63	10,200.00	24,000.00
404 · Truck Maint	0.00	500.00	6,537.76	5,650.00	8,000.00
431 · System Repair & Maint	9,458.03	10,500.00	49,835.06	55,000.00	125,000.00
463 · Water Analysis	174.00	625.00	1,862.00	3,125.00	7,500.00
464 · Water Treatment	1,195.34	2,000.00	14,344.05	15,500.00	27,000.00
468 · Tools	0.00	200.00	5,026.27	1,630.00	3,200.00
470 · Public Outreach / Annexation	0.00	2,100.00	1,054.00	10,300.00	25,000.00
Total Operations	12,491.81	18,025.00	88,613.77	101,405.00	219,700.00
Power					
449.75 · 388 Blohm, # C	65.52	44.00	231.17	220.00	525.00
449.5 · 388 Blohm, A & B Office	25.54	79.00	158.50	395.00	950.00
461.5 · RLS Tank Booster	-9.48	6.00	-8.13	30.00	75.00
447 · Leo Ln Booster	66.89	55.00	313.83	275.00	660.00
448 · Aimee Mdws Well	-18.34	6.00	-15.97	30.00	75.00
451 · Marshall Corp Yard	183.36	32.00	813.47	160.00	385.00
452 · Rea Booster @ Seely	70.05	62.50	297.26	312.50	750.00
454 · Carr Booster	571.49	625.00	3,115.37	3,225.00	7,500.00
458 · Pleasant Acres Well	75.98	100.00	417.58	500.00	1,200.00
459 · Seely Booster @ Carpentaria	604.14	30.00	3,405.09	2,320.00	3,000.00
460 · San Juan Well	6,301.62	5,500.00	33,979.95	32,700.00	65,890.00
461 · Cole Tank	13.42	6.00	25.47	30.00	75.00
462 · Rea Tank	14.17	6.00	28.69	30.00	75.00
465 · Lwr Oakridge Boost	124.99	95.00	619.07	466.00	1,106.00
465.5 · Upper Oakridge Booster	0.00	0.00	150.00	150.00	440.00
466 · Pine Tree Tank	13.01	8.00	23.40	42.00	100.00
Total Power	8,102.36	6,654.50	43,554.75	40,885.50	82,806.00
Payroll					
Gross	39,365.28	39,300.00	186,487.04	196,500.00	509,575.00
Comp FICA	2,440.65	2,633.00	11,563.82	13,165.00	31,594.00
Comp MCARE	570.82	616.00	2,704.45	3,080.00	7,389.00
Comp SUI	17.09	182.00	157.45	910.00	2,188.00
Payroll Expenses	0.00	0.00	26.00	0.00	0.00
Total Payroll	42,393.84	42,731.00	200,938.76	213,655.00	550,746.00
Employee / Labor Costs					
407 · Outside Services	339.98	3,750.00	2,714.55	18,750.00	45,000.00
408 · Uniform Allowance	395.04	333.00	859.72	1,665.00	4,000.00
409 · Workers Comp	718.09	1,297.00	5,221.22	6,485.00	15,562.00
410 · Health Ins	7,528.77	7,530.00	45,172.62	37,650.00	90,360.00
474 · Education	0.00	667.00	675.00	3,335.00	8,000.00
477 · Retirement	3,824.50	4,960.00	78,886.12	84,490.00	119,162.00
Total Employee / Labor Costs	12,806.38	18,537.00	133,529.23	152,375.00	282,084.00

Aromas Water District
Profit & Loss Budget Performance

November 2023

	Nov 23	Budget	Jul - Nov 23	YTD Budget	Annual Budget
Office					
440 · Misc Exp	134.09	403.00	430.86	2,015.00	4,840.00
444 · Postage	407.93	410.00	1,829.36	1,878.00	4,400.00
445 · Office Supplies	360.92	417.00	1,581.37	1,935.00	4,400.00
446 · Office Eqpmt and Maint	725.98	500.00	3,505.48	3,150.00	10,000.00
Total Office	1,628.92	1,730.00	7,347.07	8,978.00	23,640.00
Communications					
455 · Phone, Off	602.10	517.00	2,914.86	2,385.00	5,000.00
456 · Telemetry	350.68	550.00	3,130.56	2,750.00	6,600.00
457 · Answ Serv/Cellular Phone	292.84	350.00	1,438.08	1,750.00	4,200.00
Total Communications	1,245.62	1,417.00	7,483.50	6,885.00	15,800.00
Administrative & General					
4591 · Admin Fee (Bond Admin N...	0.00	0.00	1,026.90	1,050.00	5,200.00
4590 · Bond Interest Exp - Assess...	0.00	0.00	58,172.29	60,686.00	121,000.00
417 · Capital Loan Interest	0.00	0.00	128,817.54	94,589.62	187,310.00
467 · Depreciation Reserve	40,133.00	40,133.00	200,665.00	200,665.00	481,594.00
405 · Election	0.00	42.00	0.00	210.00	500.00
406 · Liability Ins	2,687.00	1,667.00	12,362.23	8,335.00	20,000.00
420 · Legal Fees	1,400.00	1,417.00	7,000.00	7,085.00	17,000.00
422 · Bank Charges	170.55	200.00	636.80	919.00	2,000.00
423 · Litigation Contingency	0.00	2,917.00	0.00	14,585.00	35,000.00
425 · Audit	6,335.00	5,210.00	10,853.00	9,050.00	14,520.00
471 · Bad Debts	0.00	42.00	3,785.37	210.00	500.00
473 · Memberships	8,187.00	8,200.00	10,119.07	9,955.00	27,500.00
Total Administrative & General	58,912.55	59,828.00	433,438.20	407,339.62	912,124.00
Total Expense	137,581.48	148,922.50	914,905.28	931,523.12	2,086,900.00
Net Ordinary Income	10,689.43	-14,497.50	17,620.45	-32,738.12	0.00
Net Income	10,689.43	-14,497.50	17,620.45	-32,738.12	0.00

12/13/23

Aromas Water District
Monthly Expenditures
 November 16 through December 11, 2023

Date	Num	Name	Amount
US Checking 1715			
11/16/2023	EFT	QuickBooks Payroll Service	-7,012.67
11/17/2023	19561	XIO, INC.	-474.00
11/17/2023	DD2014	Bowman (P), Naomi	0.00
11/17/2023	19581	DeAlba (P), David	-3,686.98
11/17/2023	DD2015	Giron (P), Ester	0.00
11/17/2023	DD2016	Hurst (P), Cooky	0.00
11/17/2023	DD2017	Johnson (P), Robert L	0.00
11/17/2023	19582	Smith (P), Shaun	-2,056.18
11/17/2023	EFT	CalPERS	-1,155.43
11/17/2023	EFT	CalPERS	-3,233.76
11/17/2023	E-pay	Employment Development Dept	-859.90
11/17/2023	E-pay	United States Treasury (EFTPS)	-4,556.90
11/20/2023	19584	C.J. Brown & Company CPAs	-5,068.00
11/20/2023	19585	California Special Districts Assoc	-8,187.00
11/20/2023	19586	Luhdorff & Scalmanini Consulting Engineer	-345.00
11/20/2023	19589	MNS Engineers Inc.	-2,655.00
11/20/2023	19592	Monterey Bay Analytical Services Inc	-174.00
11/20/2023	19587	Old Firehouse Market	-1,624.77
11/20/2023	19590	Viking Septic	-460.00
11/20/2023	19591	Xerox Corp	-15.76
11/20/2023	19583	ADT Security Services, Inc.	-224.19
11/20/2023	19588	MNS Engineers Inc.	0.00
11/20/2023	Pd online	P G & E	-213.98
11/27/2023	19593	Aldrige Backflow Specialist	-4,950.00
11/27/2023	19594	CALNET3	-94.29
11/27/2023	19595	CSSC	-124.00
11/27/2023	19596	Mid Valley Supply	-1,195.34
11/27/2023	19597	Rob Johnson	-50.00
11/27/2023	19598	San Benito County Mosq Abatement Prog	-30.87
11/27/2023	19599	USA BlueBook	-263.93
11/30/2023	EFT	Bank Service Fees	-170.55
12/01/2023	Pd online	P G & E	-7,286.52
12/01/2023	Pd w/credit	P G & E	0.00
12/01/2023	Pd w/credit	P G & E	0.00
12/01/2023	DD2018	Bowman (P), Naomi	0.00
12/01/2023	19600	DeAlba (P), David	-3,354.59
12/01/2023	DD2019	Giron (P), Ester	0.00
12/01/2023	DD2020	Hurst (P), Cooky	0.00
12/01/2023	DD2021	Johnson (P), Robert L	0.00
12/01/2023	19601	Smith (P), Shaun	-2,029.92
12/01/2023	EFT	QuickBooks Payroll Service	-7,173.32
12/01/2023	E-pay	Employment Development Dept	-817.11
12/01/2023	E-pay	United States Treasury (EFTPS)	-4,433.58
12/01/2023	EFT	CalPERS	-1,154.84
12/01/2023	EFT	CalPERS	-3,269.92
12/04/2023	Pd online	Valero Fleet	-93.77
12/04/2023	Pd online	First Bankcard	-4,461.68
12/04/2023	Pd online	Google	-18.00

12/13/23

Aromas Water District
Monthly Expenditures
 November 16 through December 11, 2023

Date	Num	Name	Amount
12/04/2023	19602	ACWA	-8,280.00
12/04/2023	19603	ACWA JPIA, Emp. Ben. Prog.	-8,367.91
12/04/2023	19604	Brigantino & Davis	0.00
12/04/2023	19605	C & N Tractors	-205.31
12/04/2023	19606	CALNET3	-494.12
12/04/2023	19607	Core & Main (Formerly HD Supply)	-963.92
12/04/2023	19608	Monterey Bay Solutions, LLC	-225.00
12/04/2023	19609	Shaun Smith	-39.30
12/04/2023	19610	Streamline	-126.00
12/04/2023	19611	T & T Valve and Instrument, Inc.	-748.91
12/04/2023	19612	TH Electric	-831.80
12/04/2023	Pd online	Verizon Wireless	-112.86
12/04/2023	19613	USPO	-275.93
12/04/2023	19614	Recology San Benito County	-63.59
12/08/2023	19615	ACCF	0.00
12/08/2023	19616	Ace Hardware of Watsonville	-65.84
12/08/2023	Pd online	P G & E	-629.68
12/11/2023	19617	ACCF	-3,750.00
12/11/2023	19618	C.J. Brown & Company CPAs	-1,267.00
12/11/2023	19619	Core & Main (Formerly HD Supply)	-53.62
12/11/2023	19620	Robert E. Bosso	-1,400.00
12/11/2023	19621	XIO, INC.	-474.00
Total US Checking 1715			-111,350.54
TOTAL			-111,350.54