

PACKET

May 10, 2022

FOR PUBLIC VIEW ONLY

(Please do not remove from office)

10:36 AM 05/05/22

LEBEC COUNTY WATER DISTRICT Reconciliation Summary 1080 · Savings, Period Ending 04/30/2022

	Apr 30, 22
Beginning Balance Cleared Transactions	565,498.53
Checks and Payments - 1 it	-65,000.00
Deposits and Credits - 1 item	4.42
Total Cleared Transactions	-64,995.58
Cleared Balance	500,502.95
Register Balance as of 04/30/2022	500,502.95
Ending Balance	500,502.95

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LEBEC COUNTY WATER DISTRICT

Reconciliation Summary
1020 - Lebec Co Water Dist. - Checking, Period Ending 04/30/2022

	Apr 30, 2	22
Beginning Balance Cleared Transactions		48,893.65
Checks and Payments - 44 ite	-56,143.72	
Deposits and Credits - 34 items	126,851.59	
Total Cleared Transactions	70,707.	87
Cleared Balance		119,601.52
Uncleared Transactions		
Checks and Payments - 18 ite	-12,645.27	
Total Uncleared Transactions	-12,645.	27
Register Balance as of 04/30/2022		106,956.25
New Transactions		
Checks and Payments - 7 items	-8,045.46	
Total New Transactions	-8,045.	46
Ending Balance		98,910.79

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LEBEC COUNTY WATER DISTRICT Reconciliation Detail

1040 · Grant Checking Account, Period Ending 04/30/2022

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance Cleared Balance	е					25.25 25.25
Register Balance as	s of 04/30/202	2				25.25
Ending Balance				_		25.25

LEBEC COUNTY WATER DISTRICT Reconciliation Detail

1080 · Savings, Period Ending 04/30/2022

Туре	Date	Num Name	Clr	Amount	Balance
Beginning Baland Cleared Trans Checks and		m			565,498.53
Deposit	04/18/2022	Savings	Х	-65,000.00	-65,000.00
Total Checks	and Payments			-65,000.00	-65,000.00
Deposits and Deposit	d Credits - 1 iten 04/30/2022	1	x	4.42	4.42
Total Deposit	s and Credits			4.42	4.42
Total Cleared T	ransactions			-64,995.58	-64,995.58
Cleared Balance				-64,995.58	500,502.95
Register Balance a	s of 04/30/2022			-64,995.58	500,502.95
Ending Balance			o.	-64,995.58	500,502.95

LEBEC COUNTY WATER DISTRICT Reconciliation Detail

1020 · Lebec Co Water Dist. - Checking, Period Ending 04/30/2022

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balar	nce					48,893.65
Cleared Tran						
	d Payments - 4		lamitarial LICA	v	222.22	222.22
Bill Pmt -Check Bill Pmt -Check	03/16/2022 03/16/2022	10546 10544	Janitorial USA Gas Company	X	-200.00 -148.71	-200.00
Bill Pmt -Check	03/16/2022	10547	Nic Wenderoth	x	-140.71	-348.71 -448.71
Check	03/21/2022	10568	Wainright Emilie	x	-1,000.00	-1,448.71
Check	03/21/2022	10567	AFLAC	X	-175.08	-1,623.79
Bill Pmt -Check	03/31/2022	10583	P & J Electric Inc	X	-21,611.39	-23,235.18
Bill Pmt -Check	03/31/2022	10577	Ca Bank-Visa	X	-5,643.68	-28,878.86
Bill Pmt -Check	03/31/2022	10582	Jonathan Barnes	X	-2,210.00	-31,088.86
Bill Pmt -Check Bill Pmt -Check	03/31/2022 03/31/2022	10586 10578	Sierra Constructi Core & Main	X	-1,371.50	-32,460.36
Bill Pmt -Check	03/31/2022	10576	Fred C. Gilbert Co.	x	-937.75 -465.93	-33,398.11 -33,864.04
Bill Pmt -Check	03/31/2022	10576	At&T Office	x	-232.36	-34,096.40
Bill Pmt -Check	03/31/2022	10575	Ardan Drea	X	-200.00	-34,296.40
Bill Pmt -Check	03/31/2022	10581	Janitorial USA	Χ	-200.00	-34,496.40
Bill Pmt -Check	03/31/2022	10587	Verizon Wireless	X	-131.96	-34,628.36
Bill Pmt -Check	03/31/2022	10573	3D Imaging Syste	X	-110.37	-34,738.73
Bill Pmt -Check Bill Pmt -Check	03/31/2022 03/31/2022	10580 10574	Gas Company	X	-105.71	-34,844.44
Bill Pmt -Check	03/31/2022	10574	Ability Answering Price Disposal	X	-78.72 -18.50	-34,923.16
Paycheck	04/04/2022	10571	Jessica Carroll	X	-2,355.82	-34,941.66 -37,297.48
Liability Check	04/04/2022	E-pay	EFTPS	x	-1,831.36	-39,128.84
Paycheck	04/04/2022	10570	Daniel F Garcia	X	-1,724.31	-40,853.15
Paycheck	04/04/2022	10572	William Adame	X	-1,652.38	-42,505.53
Liability Check	04/04/2022	E-pay	EDD	X	-272.01	-42,777.54
Bill Pmt -Check	04/08/2022	10589	State Compensat	X	-588.25	-43,365.79
Bill Pmt -Check Bill Pmt -Check	04/08/2022	10588 10594	Lewis & Associates	X	-500.00	-43,865.79
Bill Pmt -Check	04/08/2022 04/08/2022	10594	Puckett, Rick Benjamin, Ronald	X	-200.00 -200.00	-44,065.79
Check	04/08/2022	10590	Ca St Disbursem	X	-184.61	-44,265.79 -44,450.40
Bill Pmt -Check	04/08/2022	10593	Nic Wenderoth	X	-100.00	-44,550.40
Bill Pmt -Check	04/08/2022	10592	Guadarrama, Chris	X	-100.00	-44,650.40
Paycheck	04/18/2022	10596	Jessica Carroll	X	-2,355.82	-47,006.22
Liability Check	04/18/2022	E-pay	EFTPS	X	-1,872.80	-48,879.02
Paycheck Paycheck	04/18/2022 04/18/2022	10595 10597	Daniel F Garcia William Adame	X	-1,837.17	-50,716.19
Bill Pmt -Check	04/18/2022	10600	Hager Ranch Ser	x	-1,572.74 -426.00	-52,288.93 -52,714.93
Liability Check	04/18/2022	E-pay	EDD	x	-284.65	-52,999.58
Check	04/18/2022	10599	Ca St Disbursem	X	-184.61	-53,184.19
Check	04/30/2022		Covered Ca	X	-2,456.18	-55,640.37
Check	04/30/2022		NSF	X	-200.00	-55,840.37
Check	04/30/2022		NSF	X	-111.98	-55,952.35
Check Check	04/30/2022 04/30/2022		QuickBooks Payr Ca Bank & Trust	X	-100.37	-56,052.72
Check	04/30/2022		Ca Bank & Trust	X	-67.00 -24.00	-56,119.72 -56,143.72
CHOCK	0 1100/2022		ou bank a Trust	^ -	-24.00	-50,145.72
Total Check	s and Payment	S			-56,143.72	-56,143.72
	nd Credits - 34	items				
Bill Pmt -Check	03/31/2022		Cash	X	0.00	0.00
Deposit	04/06/2022			X	5,000.00	5,000.00
Deposit Deposit	04/08/2022			X	60.00	5,060.00
Deposit	04/08/2022 04/08/2022			x	63.93 86.28	5,123.93 5,210.21
Deposit	04/08/2022			x	126.59	5,336.80
Deposit	04/08/2022			X	138.66	5,475.46
Deposit	04/08/2022			X	139.65	5,615.11
Deposit	04/08/2022			Χ	809.33	6,424.44
Deposit	04/08/2022			X	1,102.45	7,526.89
Deposit	04/08/2022			X	3,329.49	10,856.38
Deposit Deposit	04/15/2022			X	39.01	10,895.39
Deposit	04/15/2022 04/15/2022			X	51.42 55.58	10,946.81 11,002.39
Deposit	04/15/2022			x	86.36	11,002.39
Deposit	04/15/2022			X	114.79	11,203.54
Deposit	04/15/2022			Χ	143.07	11,346.61

LEBEC COUNTY WATER DISTRICT Reconciliation Detail

1020 · Lebec Co Water Dist. - Checking, Period Ending 04/30/2022

Туре	Date	Num	Name	Clr	Amount	Balance
Deposit	04/15/2022			X	165.78	11,512.39
Deposit	04/15/2022			X	340.37	11,852.76
Deposit	04/16/2022			X	6,427.69	18,280.45
Check	04/18/2022	10598	Void	X	0.00	18,280.45
Deposit	04/18/2022			X	391.57	18,672.02
Deposit	04/18/2022			X	2,905.87	21,577.89
Deposit	04/18/2022			Χ	13,742.26	35,320.15
Deposit	04/18/2022			X	15,997.25	51,317.40
Deposit	04/18/2022			X	65,000.00	116,317.40
Deposit	04/25/2022			X	29.95	116,347.35
Deposit	04/25/2022			X	68.68	116,416.03
Deposit	04/25/2022			X	189.60	116,605.63
Deposit	04/25/2022			X	350.00	116,955.63
Deposit	04/25/2022			X	2,227.51	119,183.14
Deposit	04/25/2022			X	7,382.49	126,565.63
Deposit	04/29/2022			X	139.95	126,705.58
Deposit	04/29/2022			X	146.01	126,851.59
	its and Credits			^		
1.50					126,851.59	126,851.59
Total Cleared	Iransactions				70,707.87	70,707.87
Cleared Balance					70,707.87	119,601.52
Uncleared Tra	nsactions Payments - 1	0 itoms				
			EDD		4 455 00	4.455.00
Liability Check	03/21/2022	E-pay	EDD		-1,155.00	-1,155.00
Bill Pmt -Check	03/31/2022	10585	RV Concrete Inc		-1,000.00	-2,155.00
Bill Pmt -Check	04/18/2022	10608	PGE5159		-2,817.82	-4,972.82
Bill Pmt -Check	04/18/2022	10613	Sierra Constructi		-2,406.75	-7,379.57
Bill Pmt -Check	04/18/2022	10611	Santana's Pumping		-1,206.00	-8,585.57
Bill Pmt -Check	04/18/2022	10614	Wainright Emilie		-1,000.00	-9,585.57
Bill Pmt -Check	04/18/2022	10610	PGE8279		-890.20	-10,475.77
Bill Pmt -Check	04/18/2022	10612	SCE-PUMP PO		-788.01	-11,263.78
Bill Pmt -Check	04/18/2022	10616	XiO		-429.00	-11,692.78
Bill Pmt -Check	04/18/2022	10606	Core & Main		-182.96	-11,875.74
Bill Pmt -Check	04/18/2022	10604	Anthem Blue Cross		-167.52	-12,043.26
Bill Pmt -Check	04/18/2022	10603	Amber Chemical		-148.27	-12,191.53
Bill Pmt -Check	04/18/2022	10601	3D Imaging Syste		-110.37	-12,301.90
Bill Pmt -Check	04/18/2022	10615	Wells Fargo Bank		-96.53	-12,398.43
Bill Pmt -Check	04/18/2022	10605	AT&T Uverse		-93.14	-12,491.57
Bill Pmt -Check	04/18/2022	10602	Ability Answering		-72.40	-12,563.97
Bill Pmt -Check	04/18/2022	10607	PGE4923		-69.24	-12,633.21
Bill Pmt -Check	04/18/2022	10609	PGE5230		-12.06	-12,645.27
Total Checks	and Payment	s			-12,645.27	-12,645.27
Total Uncleared	d Transactions	3			-12,645.27	-12,645.27
Register Balance a	as of 04/30/202	22			58,062.60	106,956.25
New Transacti		itama				
	Payments - 7		locaine Carrall		0.055.00	0.055.00
Paycheck	05/02/2022	10618	Jessica Carroll		-2,355.83	-2,355.83
Liability Check	05/02/2022	E-pay	EFTPS		-1,759.84	-4,115.67
Paycheck	05/02/2022	10617	Daniel F Garcia		-1,713.80	-5,829.47
Paycheck	05/02/2022	10619	William Adame		-1,469.45	-7,298.92
Liability Check	05/02/2022	10620	Wells Fargo IRA		-302.90	-7,601.82
Liability Check Check	05/02/2022 05/02/2022	E-pay 10621	EDD Ca St Disbursem		-259.03 -184.61	-7,860.85 8,045,46
	and Payment		Ga Gt Disbuiseili		-8,045.46	-8,045.46 -8,045.46
Total New Tran					-	
	1340110113				-8,045.46	-8,045.46
Ending Balance					50,017.14	98,910.79

LEBEC COUNTY WATER DISTRICT Profit & Loss YTD Comparison

_	Apr 22	Jul '21 - Apr 22
Ordinary Income/Expense		, , , , , , , , , , , , , , , , , , , ,
Income		
4000 · Operating Revenue		
4010 · Commercial	12,592.16	160,852.75
4040 · Residential	21,267.94	171,663.05
4100 · Kern Co Tax Income	18,903.12	51,500.73
4120 · Surplus Water	2,865.35	43,908.94
4130 · Will Serve	84.00	829.20
4140 · Late Charges & Customer Charg	508.59	9,467.54
Total 4000 · Operating Revenue	56,221.16	438,222.21
Total Income	56,221.16	438,222.21
Expense		
6020 · Auto Expense		
6022 · Gas	589.94	9,648.63
6028 · Repairs		
6028.1 · Chevy	0.00	226.56
6028.2 · DODGE	0.00	1,556.61
6028.4 · GENERATOR	0.00	4,716.86
Total 6028 · Repairs	0.00	6,500.03
6030 · Service		
6030.1 · Dodge Service	102.11	461.10
6030.2 · Chevy Service	102.10	773.33
Total 6030 · Service	204.21	1,234.43
Total 6020 · Auto Expense	794.15	17,383.09
6040 ⋅ Bank Service Charge	91.00	631.75
6050 · Compensation of Board	300.00	3,200.00
6051 · GSA Compensation of Board	300.00	1,300.00
6060 · Contracted Maintenance Services	1,206.00	15,041.20
6065 · Depreciation	5,076.67	50,766.70
6070 · Dues & Subscriptions	504.00	5,065.00
6075 · Education	0.00	260.00
6081 · Emergency Communications	44.74	446.10
6090 · Equipment Rental	256.53	1,354.08
6095 · Fees and Permits	0.00	1,409.56
6105 · Interest	0.00	41.17
6110 · Insurance		
6112 · Insurance - AFLAC	0.00	0.00
6113 · Medical Insurance	2,623.70	26,957.08
6115 · Business Insurance	904.08	9,758.35
6120 · Workers Compensation Insurance	588.25	6,394.50
Total 6110 · Insurance	4,116.03	43,109.93
6130 · Maintenance		
6135 · Maintenance Services-System	818.60	2,940.05
6140 · Maintenance Supplies	770.26	11,075.18
Total 6130 · Maintenance	1,588.86	14,015.23

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Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss YTD Comparison

	Apr 22	Jul '21 - Apr 22
6155 · Office Expense		
6160 · Computer	0.00	220.00
6170 · Answering Service	72.40	730.21
6175 · Office Repair	310.37	2,925.51
6182 · Supplies-GSA	0.00	1,163.25
6185 · Supplies	106.38	2,779.94
Total 6155 · Office Expense	489.15	7,818.9
6190 · Operating Supplies	0.00	460.6
6205 · Outside Services	0.00	468.00
6210 · Payroll Expenses	0.00	0.00
6215 · Payroll - Gross Wages	15,447.68	148,154.5
6235 · Payroll Service Fees	100.37	154.3
6245 · Postage	0.00	1,627.5
6250 · Professional Fees		,
6255 · Accounting / Bookkeeping	500.00	5,200.00
6260 · Audit	0.00	19,500.00
Total 6250 · Professional Fees	500.00	24,700.00
6290 · Rent	1,000.00	10,000.0
6310 · Software System	0.00	2,378.3
6315 · Taxes	0.00	2,370.3
6320 · Payroll Taxes	1,158.58	13,450.50
6325 · Property Tax	0.00	115.15
	WHOCH THE PARTY	110.10
Total 6315 · Taxes	1,158.58	13,565.6
6340 · Telephone	225.06	4,134.30
6355 · Utilities - Office		
6360 · Electric	0.94	660.18
6365 ⋅ Gas	38.44	651.53
6370 · Trash	0.00	451.66
Total 6355 · Utilities - Office	39.38	1,763.3
6375 · Utilities - Pumps		
6380 · Electric	4,577.33	41,893.96
Total 6375 · Utilities - Pumps	4,577.33	41,893.96
6390 · Water Test	150.00	1,712.50
otal Expense	37,965.53	412,856.00
et Ordinary Income	18,255.63	25,366.15
her Income/Expense		
Other Income		
9000 · Interest Income	4.42	47.2 ⁻
9010 · Gain/Loss on Asset	0.00	1,000.00
9012 · Donations Revenue	0.00	151,564.23
	4,42	152,611.44

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05/05/22 Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss YTD Comparison

	Apr 22	Jul '21 - Apr 22	
9016 · Grant Expense	0.00	2,210.00	
Total Other Expense	0.00	2,210.00	
Net Other Income	4.42	150,401.44	
Net Income	18,260.05	175,767.59	

Accrual Basis

LEBEC COUNTY WATER DISTRICT Balance Sheet

As of April 30, 2022

Apr 30, 22 **ASSETS Current Assets** Checking/Savings 1011 - Customer Change Petty Ca 300.00 1020 · Lebec Co Water Dist. - Checki... 106,956.25 1040 · Grant Checking Account 25.25 1080 · Savings 1081 · Emergency Fund Reserve 120,000.00 1080 · Savings - Other 380,502.95 Total 1080 · Savings 500,502.95 **Total Checking/Savings** 607,784.45 **Accounts Receivable** 1200 · Accounts Receivable 37,270.98 **Total Accounts Receivable** 37,270.98 Other Current Assets 1260 · Bad Debt Loss A/R -231.55 1290 · Grants Receivable 5,118.00 1350 · Prepaid Dues 75.00 1360 · Prepaid Insurance 2,712.28 **Total Other Current Assets** 7,673.73 **Total Current Assets** 652,729.16 **Fixed Assets** 1400 · Fixed Assets 1410 · Land 15,521.00 1415 · Used Generator 35,749.80 1425 · C-Train Storage Unit 4,440.15 1426 · Used C-Train Storage Unit 4,688.91 1427 · Generators-3 New-Donated 163,454.11 1430 · Office Equipment 4,352.00 1435 · JW/Lebec Rd Mainline 40,400.00 1440 · RVS Software 2,800.00 1445 · State Well Pump & Motor 20,221.16 1450 · 2011 Dodge Truck 36,179.75 1455 · Chimney Canyon Valve 2,851.82 1460 · 2012 Chevy Truck 17,544.00 1465 · 2020 Chevy Truck 34,000.00 1470 · Soft Start Well 7,975.00 1475 · Chimney Canyon Pump 1,760.28 1480 · Used Welder 2,600.00 1485 · Lebec Well Chlorinator 1,665.36 1495 · Generator 8,225.00 1500 · Other Equipment 8,250.00 1530 · Inventory 36,205.90 1590 · Lebec Well Motor Pump 10,109.35 1600 · Pumps & Wells 195,710.49 1601 · Chimney Cyn Pump Motor 10,982.70 1602 · Pump Equipment 36,932.00 1605 · Chimney Cyn Tank Valve 7,278.15

Accrual Basis

LEBEC COUNTY WATER DISTRICT Balance Sheet

As of April 30, 2022

	Apr 30, 22
1610 · Tanks	306,208.72
1615 · Tank Ladders	6,972.00
1620 · Transmission & Distribution	636,423.00
1630 · Tools	2,220.94
1631 · Portable Pump	1,864.00
1635 · Transfer Switches	29,548.80
1640 · XiO System	96,310.19
1643 · Lebec/North Drive Valves	11,265.27
1645 · Clay Valves	38,968,94
1690 · Accumulated Depreciation	-1,094,477.03
Accumulated Depicolation	-1,034,477.03
Total 1400 · Fixed Assets	745,201.76
Total Fixed Assets	745,201.76
Other Assets	
1800 · Deposits	1,000.00
Total Other Assets	1,000.00
	1,000.00
TOTAL ASSETS	1,398,930.92
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	9,911.43
Total Accounts Payable	9,911.43
Other Current Liabilities	
2030 · Surplus Water Deposits	20,000.00
2110 · Direct Deposit Liabilities	288.24
2300 · Payroll Liabilities	
2310 · Federal Withholding	-0.11
2320 · FICA	-0.45
2330 · State Withholding	0.41
2350 · SUTA	0.07
2360 · SDI	-0.14
2300 · Payroll Liabilities - Other	501.93
Total 2300 · Payroll Liabilities	501.71
Total Other Current Liabilities	20,789.95
Total Current Liabilities	30,701.38
Total Liabilities	30,701.38
Equity	
3290 · Fund Balance -Net Assets	797,919.12
3300 · Retained Earnings	394,506.14
3310 · Prior Period Adjustment	36.69
Net Income	175,767.59
Total Equity	1,368,229.54
.a. a.	-,,

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05/05/22

LEBEC COUNTY WATER DISTRICT Balance Sheet

Accrual Basis

As of April 30, 2022

Apr 30, 22 1,398,930.92

TOTAL LIABILITIES & EQUITY

LEBEC COUNTY WATER DISTRICT

A/P Aging Detail

As of May 5, 2022

Name	Memo	Open Balance
Current		*
Ca Bank-Visa	cc stmt	1,337.87
Core & Main	VALVE	7,278.15
Core & Main	stock	439.03
Janitorial USA	office cleaning	200.00
SCE-OFFICE	office	0.94
USPS	box rental annual	160.00
Verizon Wireless	cell phones	131.92
AFLAC		175.08
Zalco Laboratories	lab testing	150.00
Gas Company	6365 office 6365- Acct# 046016	38.44
3D Imaging Syste		110.37
Ability Answering		72.40
Amber Chemical Inc		148.27
AT&T Uverse	40	93.14
Anthem Blue Cross	6113 medical insurance	167.52
Core & Main		182.96
PGE4923	7	69.24
PGE5230	6380 Landfill Rd Booster Electr	12.06
PGE5159	6380 State Well Pump Electrici	2,817.82
PGE8279	6380 Lebec Well Pump Electrici	890.20
Santana's Pumping	backhoe service	1,206.00
Sierra Constructio	mesa valley repair	2,406.75
SCE-PUMP POWER		788.01
Wells Fargo Bank		96.53
XiO	Cloud and Cellular	429.00
Wainright Emilie		1,000.00
Benjamin, Ronald	GSA March 29, 2022 meeting a	200.00
Nic Wenderoth	4-12-22	100.00
Guadarrama,Chris	4-12-22	100.00
Puckett, Rick	3-29-22 and 03-08-22	200.00
State Compensati	6120 wc insurance	588.25
Lewis & Associates	bookkeepping	500.00
Hager Ranch Serv	backhoe service	351.00
Hager Ranch Serv	backhoe	75.00

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Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss Prev Year Comparison

	Apr 22	Apr 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · Operating Revenue				
4010 · Commercial	12,592.16	16,019.00	-3,426.84	-21.4%
4040 · Residential	21,267.94	14,778.99	6,488.95	43.9%
4100 · Kern Co Tax Income	18,903.12	18,119.66	783.46	4.3%
4120 · Surplus Water	2,865.35	551.25	2,314.10	419.8%
4130 · Will Serve	84.00	99.18	-15.18	-15.3%
4140 · Late Charges & Customer Charg	508.59	948.57	-439.98	-46.4%
Total 4000 · Operating Revenue	56,221.16	50,516.65	5,704.51	11.3%
Total Income	56,221.16	50,516.65	5,704.51	11.3%
Expense				
6020 · Auto Expense				
6022 · Gas	589.94	165.79	424.15	255.8%
6030 · Service				200.070
6030.1 · Dodge Service	102.11	0.00	102.11	100.0%
6030.2 · Chevy Service	102.10	0.00	102.10	100.0%
•				
Total 6030 · Service	204.21	0.00	204.21	100.0%
Total 6020 · Auto Expense	794.15	165.79	628.36	379.0%
6040 · Bank Service Charge	91.00	103.42	-12.42	-12.0%
6050 · Compensation of Board	300.00	400.00	-100.00	-25.0%
6051 · GSA Compensation of Board	300.00	0.00	300.00	100.0%
6060 · Contracted Maintenance Services	1,206.00	0.00	1,206.00	100.0%
6065 · Depreciation	5,076.67	4,032.50	1,044.17	25.9%
6070 · Dues & Subscriptions	504.00	75.00	429.00	572.0%
6081 · Emergency Communications	44.74	0.00	44.74	100.0%
6090 · Equipment Rental	256.53	96.53	160.00	165.8%
6095 · Fees and Permits	0.00	32.00	-32.00	-100.0%
6110 · Insurance				
6112 · Insurance - AFLAC	0.00	0.00	0.00	0.0%
6113 · Medical Insurance	2,623.70	2,381.16	242.54	10.2%
6115 · Business Insurance	904.08	788.67	115.41	14.6%
6120 · Workers Compensation Insurance	588.25	530.50	57.75	10.9%
Total 6110 · Insurance	4,116.03	3,700.33	415.70	11.2%
6130 · Maintenance				
6135 · Maintenance Services-System	818.60	0.00	818.60	100.0%
6140 · Maintenance Supplies	770.26	243.21	527.05	216.7%
Total 6130 · Maintenance	1,588.86	243.21	1,345.65	553.3%
6155 · Office Expense				
6170 · Answering Service	72.40	145.44	-73.04	-50.2%
6175 · Office Repair	310.37	310.37	0.00	0.0%
6185 · Supplies	106.38	100.37	6.01	6.0%
Total 6155 · Office Expense	489.15	556.18	-67.03	-12.1%
6210 · Payroll Expenses	0.00	0.00	0.00	0.0%

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Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss Prev Year Comparison

	Apr 22	Apr 21	\$ Change	% Change
6215 · Payroll - Gross Wages	15,447.68	15,363.91	83.77	0.6%
6235 · Payroll Service Fees	100.37	0.00	100.37	100.0%
6250 · Professional Fees				
6255 · Accounting / Bookkeeping	500.00	500.00	0.00	0.0%
6270 · Legal	0.00	243.37	-243.37	-100.0%
Total 6250 · Professional Fees	500.00	743.37	-243.37	-32.7%
6290 · Rent	1,000.00	1,000.00	0.00	0.0%
6315 · Taxes				
6320 · Payroll Taxes	1,158.58	1,152.30	6.28	0.5%
Total 6315 · Taxes	1,158.58	1,152.30	6.28	0.5%
6340 · Telephone	225.06	477.35	-252.29	-52.9%
6355 · Utilities - Office				
6360 · Electric	0.94	62.33	-61.39	-98.5%
6365 · Gas	38.44	0.00	38.44	100.0%
Total 6355 · Utilities - Office	39.38	62.33	-22.95	-36.8%
6375 · Utilities - Pumps				
6380 · Electric	4,577.33	3,447.42	1,129.91	32.8%
Total 6375 · Utilities - Pumps	4,577.33	3,447.42	1,129.91	32.8%
6390 · Water Test	150.00	157.50	-7.50	-4.8%
Total Expense	37,965.53	31,809.14	6,156.39	19.4%
Net Ordinary Income	18,255.63	18,707.51	-451.88	-2.4%
Other Income/Expense				
Other Income				
9000 · Interest Income	4.42	0.00	4.42	100.0%
Total Other Income	4.42	0.00	4.42	100.0%
Net Other Income	4.42	0.00	4.42	100.0%
Net Income	18,260.05	18,707.51	-447.46	-2.4%

LEBEC COUNTY WATER DISTRICT Profit & Loss Prev Year Comparison

July 2021 through April 2022

	Jul '21 - Apr	Jul '20 - Apr	\$ Change	% Change
Ordinary Income/Expense			, ,	11 3 3 3 3 3
Income				
4000 · Operating Revenue				
4010 · Commercial	160 952 75	464 002 96	450.44	0.49/
4040 · Residential	160,852.75	161,002.86	-150.11	-0.1%
4100 · Kern Co Tax Income	171,663.05	157,089.99	14,573.06	9.3%
4120 · Surplus Water	51,500.73	49,576.17	1,924.56	3.9%
4130 · Will Serve	43,908.94 829.20	9,812.27	34,096.67	347.5%
4140 · Late Charges & Customer Charg	9,467.54	1,090.98 9,236.97	-261.78 230.57	-24.0% 2.5%
Total 4000 · Operating Revenue	438,222.21	387,809.24	50,412.97	13.0%
Total Income	438,222.21	387,809.24	50,412.97	13.0%
Control States Control	430,222.21	307,009.24	50,412.97	13.0%
Expense				
6010 · Advertising	0.00	79.20	-79.20	-100.0%
6020 · Auto Expense				
6022 · Gas	9,648.63	3,843.17	5,805.46	151.1%
6028 · Repairs				
6028.1 · Chevy	226.56	1,305.05	-1,078.49	-82.6%
6028.2 · DODGE	1,556.61	295.86	1,260.75	426.1%
6028.4 · GENERATOR	4,716.86	0.00	4,716.86	100.0%
Total 6028 · Repairs	6,500.03	1,600.91	4,899.12	306.0%
6030 · Service				
6030.1 · Dodge Service	461.10	538.55	-77.45	-14.4%
6030.2 · Chevy Service	773.33	373.17	400.16	107.2%
Total 6030 · Service	1,234.43	911.72	322.71	35.4%
Total 6020 · Auto Expense	17,383.09	6,355.80	11,027.29	173.5%
6040 ⋅ Bank Service Charge	631.75	347.31	284.44	81.9%
6050 · Compensation of Board	3,200.00	4,300.00	-1,100.00	-25.6%
6051 · GSA Compensation of Board	1,300.00	300.00	1,000.00	333.3%
6060 · Contracted Maintenance Services	15,041.20	23,396.32	-8,355.12	-35.7%
6065 · Depreciation	50,766.70	40,325.00	10,441.70	25.9%
6070 · Dues & Subscriptions	5,065.00	2,527.00	2,538.00	100.4%
6075 · Education	260.00	0.00	260.00	100.0%
6081 · Emergency Communications	446.10	342.55	103.55	30.2%
6090 · Equipment Rental	1,354.08	15,026.93	-13,672.85	-91.0%
6095 · Fees and Permits	1,409.56	2,949.00	-1,539.44	-52.2%
6105 · Interest	41.17	39.04	2.13	5.5%
6110 · Insurance		30.04	2.10	0.070
6112 · Insurance - AFLAC	0.00	0.00	0.00	0.0%
6113 · Medical Insurance	26,957.08	27,378.44	-421.36	-1.5%
6115 · Business Insurance	9,758.35	7,098.03	2,660.32	37.5%
6120 · Workers Compensation Insurance	6,394.50	4,103.79	2,290.71	55.8%
Total 6110 · Insurance	43,109.93	38,580.26	4,529.67	11.7%
6130 · Maintenance				
6130 · Maintenance 6135 · Maintenance Services-System	2,940.05	6,369.27	-3,429.22	-53.8%

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05/05/22 Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss Prev Year Comparison

July 2021 through April 2022

	Jul '21 - Apr	Jul '20 - Apr	\$ Change	% Change
Total 6130 · Maintenance	14,015.23	8,663.68	5,351.55	61.8%
6155 · Office Expense				
6160 · Computer	220.00	249.89	-29.89	-12.0%
6170 · Answering Service	730.21	795.42	-65.21	-8.2%
6175 · Office Repair	2,925.51	2,108.91	816.60	38.7%
6182 · Supplies-GSA	1,163.25	214.16	949.09	443.2%
6185 · Supplies	2,779.94	2,505.79	274.15	10.9%
Total 6155 · Office Expense	7,818.91	5,874.17	1,944.74	33.1%
6190 · Operating Supplies	460.65	0.00	460.65	100.0%
6205 · Outside Services	468.00	0.00	468.00	100.0%
6210 · Payroll Expenses	0.00	0.00	0.00	0.0%
6215 · Payroll - Gross Wages	148,154.59	160,024.52	-11,869.93	-7.4%
6233 · Employee Drug Testing Fees	0.00	125.00	-125.00	-100.0%
6235 · Payroll Service Fees	154.37	48.00	106.37	221.6%
6245 · Postage	1,627.56	2,301.17	-673.61	-29.3%
6250 · Professional Fees				
6255 · Accounting / Bookkeeping	5,200.00	5,010.00	190.00	3.8%
6260 · Audit	19,500.00	17,500.00	2,000.00	11.4%
6270 · Legal	0.00	243.37	-243.37	-100.0%
Total 6250 · Professional Fees	24,700.00	22,753.37	1,946.63	8.6%
6290 · Rent	10,000.00	10,000.00	0.00	0.0%
6310 · Software System	2,378.39	1,673.75	704.64	42.1%
6315 · Taxes	,	•		
6320 · Payroll Taxes	13,450.50	13,778.93	-328.43	-2.4%
6325 · Property Tax	115.15	113.52	1.63	1.4%
Total 6315 · Taxes	13,565.65	13,892.45	-326.80	-2.4%
6340 · Telephone	4,134.30	4,382.43	-248.13	-5.7%
6342 · Tools	0.00	1,023.89	-1,023.89	-100.0%
6355 · Utilities - Office		•	4 5.7 5 5.7 5.5	
6360 · Electric	660.18	757.49	-97.31	-12.9%
6365 · Gas	651.53	365.61	285.92	78.2%
6370 · Trash	451.66	657.46	-205.80	-31.3%
Total 6355 · Utilities - Office	1,763.37	1,780.56	-17.19	-1.0%
6375 · Utilities - Pumps				
6380 · Electric	41,893.96	39,902.99	1,990.97	5.0%
Total 6375 · Utilities - Pumps	41,893.96	39,902.99	1,990.97	5.0%
6390 · Water Test	1,712.50	2,190.00	-477.50	-21.8%
Total Expense	412,856.06	409,204.39	3,651.67	0.9%
let Ordinary Income	25,366.15	-21,395.15	46,761.30	218.6%
other Income/Expense				
Other Income				
9000 · Interest Income	47.21	46.88	0.33	0.7%
9010 · Gain/Loss on Asset	1,000.00	0.00	1,000.00	100.0%

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05/05/22 Accrual Basis

LEBEC COUNTY WATER DISTRICT Profit & Loss Prev Year Comparison

July 2021 through April 2022

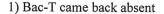
	Jul '21 - Apr	Jul '20 - Apr	\$ Change	% Change
9012 · Donations Revenue	151,564.23	0.00	151,564.23	100.0%
9015 · Grant Income	0.00	-5,118.48	5,118.48	100.0%
Total Other Income	152,611.44	-5,071.60	157,683.04	3,109.1%
Other Expense				
9016 · Grant Expense	2,210.00	0.00	2,210.00	100.0%
Total Other Expense	2,210.00	0.00	2,210.00	100.0%
Net Other Income	150,401.44	-5,071.60	155,473.04	3,065.6%
Net Income	175,767.59	-26,466.75	202,234.34	764.1%

Lebec County Water District Monthly Distribution Report

State Well	April	March	Well Draw-down	Uranium	Fluoride	Nitrate
Static Level	135.1 FT	131.2 FT	March 5.1 FT	pCi/L	mg/L	mg/L
Pumping level	140.2 FT	133 FT	February 1.8 FT	14.3 / 20	1.8/2.0	6/10
GPM(Average)	49.81 GMP	58.17 GPM	3.3 FT	1110,120	110 / 210	0,10
Monthly Water Production	2,151,834	2,513,122	Date Time	Hours	Bacterio	ological:
			Static 05-05 08:26		the last the same of the same	sent
Water production Variance:	-361,288		Draw 05-05 09:50			
Lebec Well	April	March	Well Draw-down	Uranium	Fluoride	Nitrate
Static Level	94.1 FT	93 FT	March 10.3 FT	pCi/L	mg/L	mg/L
Pumping level	104.4 FT	102.3 FT	February 9.3 FT	7.8 / 20	1.5 / 2.0	5.3 / 10
GPM(Average)	24.82 GMP	32.74 GPM	1 FT			010 / 10
Monthly Water Production	1,072,318	1,414,274	Date Time	Hours	Bacterio	logical:
			Static 05-05 08:33		Abs	
Water production Variance:	-341,956		Draw 05-05 10:03			
Chimney Canyon Well	April	March	Well Draw-down	Uranium	Fluoride	Nitrate
Static Level	175.5 FT	174.5 FT	March 20 FT	pCi/L	mg/L	mg/L
Pumping level	195.5 FT	194.8 FT	February 20.3 FT	15.8 / 20	2.1 / 2.0	6.3 / 10
GPM(Average)	24.84 GMP	21.45 GPM	-0.3 FT	13.07 20	2.1 / 2.0	0.5 / 10
Monthly Water Production	1,073,103	926,705	Date Time	Hours	Bacterio	logical:
			Static 05-05 07:51	181	Abs	
Water production Variance:	146,398		Draw 05-05 08:43		1100	
Cuddy Creek Surplus	April	March		Ge	enerator L	og
Monthly Water Production	28,688	6,103		Generator	Run-time	ODO
				55KW(A)	30M	27H15M
Water production Variance:	22,585			55KW(B)	30M	28H39M
Monthly Total	April	March	Total Water loss	80KW 100KW	30M 30M	26H54M 11878.9
Water Pumped Water Sold	4,325,943	4,854,101	Gallons 330,387		erator Comme	
	3,729,491	3,927,262	Percent. 13.79 %	All generato	rs working pro	perly
Water Loss Variance	-596,452	-926,839				

Lebec County Water District

Monthly Distribution Report Monthly Water System Updates April 2022



- 2) Phase 3 XIO has been installed still Cables have been received antenna installation is still required
- 3) 3" pipe was burst of Lebec DR. Contractor hit the line.
- 4) Request to use Uniform budget for boots when not used for the year.
- 5) Request to approve proposal for implementation of Booster pump control for state well using XIO.

All other systems are functioning as they should, Thank You!

By: Daniel Garcia



A Proposal for an XiO Cloud SCADA $^{\circledR}$ System for Lebec County Water District

Version: 1

Publish Date: March 14, 2022

1 Proposed System

XiO, Inc. (XiO) is pleased to supply this proposal to provide a monitoring and control system for Lebec County Water District.

2 Synopsis

The proposed system includes additions to the existing FIU-2 to control a backup well pump. This pump is isolated with a valve between the well pump and the water line that feeds the State Tanks from the State Well. To run the Backup Well, an operator must manually open the valve and enable the Backup Well on the XiO User Interface to pump automatically based on the level of the State Tank. To configure control of this well, XiO will assemble a pre-wired control relay with terminal blocks, label segments, and instructions on how to install the new hardware inside the existing FIU-2.

3 Monitored and Controlled Assets

3.1 Existing FIU-2

(1) Pump Monitor- Backup Well Pump

(10) Ft. of 600 V insulated cable for each sensor, with fork terminals on one end and labeled wires on the other.

(1) Pump Control- Backup Well Pump

Backup Well Pump Detail:

If this well pump runs with the valve closed, the well pump may fail from overpressure. XiO recommends monitoring a valve limit switch to ensure the valve is fully open before starting the Backup Well Pump. Without this failsafe, XiO recommends keeping the well in the OFF position so it may not be started remotely unless an operator is onsite and the valve has been opened. When the Well Pump is enabled, it will run with the following logic:

RUN when the Tank drains to a user defined level STOP when the Tank fills to a user defined level

RUN or STOP based on manual user input on the XiO Interface (Virtual HOA)

(1) Input, Discrete, Dry Contact Monitoring- Valve Limit Switch

4 Features Delivered-Including Optional Items If Any

(1) Pump Monitor

Pump Monitoring provides the ability to monitor a pump. Provides reports on pump run times and electrical energy used.

Pricing includes:

- RMS electrical current sensor with 10 feet of shielded 600V cable, approved for use inside electrical enclosures
- Extension cable to the specified length with water-tight, connectorized, low-loss, shielded cable for easy installation

(1) Pump Control

Pump Control provides the ability to control one pump. Provides reports on pump run times.

Pricing includes:

One Dry Contact relay

(1) Input, Discrete, Dry Contact Monitoring

Includes:

-Discrete input to monitor the status of a dry contact, Pre-configured

5 Alarms

The XiO system can alarm on any value that is monitored via an email or SMS text notification to a list of authorized operators. Examples of these alarm conditions are:

- · No communication with the site
- Pump fails to start
- High / Low Water Level

6 Communications with the Cloud

XiO Field Installable Units (FIU's) require a secure connection to the XiO Cloud to report values and receive commands. The XiO Cellular Modem provides this connection, or an XiO-Supplied Edge Router may be used to secure an existing internet connection. Unlicensed 900 MHz Internet Protocol (IP) Radios are used where practical to extend the secure connection to additional FIU's at locations up to six miles away with a clear line of sight.

The XiO Field Satellite Transmitter (FSX) utilizes an internal satellite modem to periodically transmit a single value to the XiO Cloud. The FSX does not require any other network connection to operate. It must have a clear view of the sky to communicate.

The XiO Field Monitoring Unit (FMU) utilizes an internal Cellular Modem to periodically transmit up to four values to the XiO Cloud. The FMU does not require any other network connection to operate.

7 Report Generator

Included at no additional cost is a comprehensive report generation system that can produce monthly reports downloadable in Excel format containing required fields, employing any data

collected such as water levels, flow rates, pump hours, water pumped, electricity used, cost to pump water—all listed by month, day, hour, minute. The data is organized and can be viewed by any authorized operator on the secure XiO website.

8 Cloud Based Management

XiO Cloud SCADA $^{\circledR}$ is accessed with any modern internet browser such as Chrome, Firefox, or Safari. Desktop, Tablet, and Phone browsers are fully supported. Each user creates a username and password to access their site, with User Roles restricting access to one of four categories: Owner, Manager, Alarm Viewer, or Viewer. An unlimited number of users may be added to each XiO Cloud SCADA $^{\circledR}$ system.

Operators are assigned the Manager role, with access to the web-based screens for their system. The XiO system will be monitored and managed through an account on XiO's secure cloud servers. This account may have unlimited users. The password protected account will provide managers with the following:

- System Overview Process diagram showing the current state of the system (i.e. tank levels, status of pumps, etc.).
- Levels Line graphs showing the levels of all monitored parameters.
- Reports Downloadable reports showing water pumped (gallons), energy used by pumps (kWh), efficiency of pumps (kWh/1000gallons), and pump runtime (hours).
- · Alarms View of all alarms that have been triggered.
- Schedule Page allowing the user to adjust the set points that affect when the pumps will run.

9 System Installation

XiO does not act as a contractor and does not install the equipment. XiO recommends that the Proposed Control System be installed by a licensed electrician and a water operator. The XiO Field Installable Unit (FIU) hardware requires a single 120 VAC circuit, fused at 15 amps or less. An individual FIU draws 3.7 watts, while the supplied cellular modem draws 6 watts. A solid earth ground must be provided, as required by code, but no special precautions need be taken. All connections are clearly marked with UL-recognized label materials. All enclosures are non-metallic rated NEMA 4X, and XiO recommends employing water-tight conduit especially in near-marine environments.

The customer is responsible for providing a suitable mounting location for the FIU(s) and other XiO-supplied hardware. There are several considerations when selecting a suitable mounting location for the FIU, Uninterruptible Power Supply (UPS) or other XiO supplied hardware.

Temperature- As with all electronics, extreme temperatures, especially heat, can affect the proper operation of the XiO Control System. It is important to consider sources of heat when selecting a suitable mounting location for the control hardware:

- · Do not mount in direct sunlight.
- Do not mount on a South-facing wall or panel.
- Consider constructing a cover to provide shade.
- Avoid mounting on a surface that may become hot such as an outdoor metal panel.
- Be sure the Soft-I/O Module inside the FIU is properly seated in its bracket.

Environment- Components of the XiO Cloud SCADA $^{\circledR}$ Control System are housed in NEMA 4X enclosures that protect them from many environmental conditions such as rain, solid objects, dust, and some corrosive agents.

- Take additional steps to avoid harsh environmental conditions if possible
- This includes potentially dangerous gasses produced by wastewater
- Be sure to provide a water-tight seal on any enclosure penetrations

10 Delivery

The preconfigured system will be shipped from XiO **4—8 weeks** after receipt of a purchase order or signed proposal.

11 Pricing

Hardware	
Existing FIU-2	\$1,841
Hardware Subtotal	\$1,841

11.1 Lump Sum Payment

The total price of the system is **\$1,841** (not including tax or actual UPS ground shipping costs). This price includes all XiO-supplied hardware as listed above and all programming.

- Recurring monthly cloud service fee of \$0, to begin one month after invoicing.
- Applicable sales tax for the total cost of the system will be collected upon invoice.

12 Recurring Monthly Service Fees

Each Field Installable Unit (FIU) carries a monthly Cloud Service Fee which includes all programming, ongoing support, alarms, report generation, unlimited access to the secure website and an extended warranty on the FIU control module–Soft-I/O $^{\textcircled{R}}$ –as long as the Cloud Service Fee is kept current. The warranty referenced in this paragraph is attached to this document. This paragraph specifically modifies the warranty in the favor of the customer.

12.1 Recurring Fee Table- Including Optional Items If Any

No Changes to Monthly Fees in this proposal.

13 Terms

This proposal is valid for 90 days from the date on this document. XiO will invoice upon shipment, and payment is due 30 days from invoice date.

Hardware Acceptance:	
Print Name	
Signature	Date
Email	
Hardware Bill To:	Hardware Ship To:
	<u> </u>
Email	Email
Cloud Fees Acceptance:	
Print Name	
Signature	Date
Email	
Cloud Fees Bill To:	
Email	

14 Terms and Conditions

The following Terms and Conditions are incorporated in and are a part of the Purchase Agreement. Where the Product in question is a software product, it is understood that Customer receives only a license to use such product on the terms stated herein. XiO, Inc. ("XiO") retains title to said product.

1. Price; Payment Terms

- (a) Prices for all products (hardware and software) will be the price agreed upon in XiO's acknowledgment of Customer's order or at the time of online order placement.
- (b) XiO shall provide written acknowledgment of all non-online orders showing price, anticipated delivery date and payment terms. For online orders, Customer is provided with these Terms and Conditions, price, anticipated delivery date and payment terms. As a result, no written acknowledgment is provided for online orders.
- (c) Prices are exclusive of all federal, state, municipal or other government, excise, sales, use, occupational, or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction (including the shipment of goods) between XiO and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event XiO is required to pay any such tax, fee, or charge at the time of sale or thereafter, Customer shall reimburse XiO therefore.
- (d) Payments shall be made by Customer in accordance with payment terms stated by XiO in written acknowledgment of order, or in an online description for online orders. Amounts not timely paid shall bear interest at the rate of 1-1/2% for each month or portion thereof that payment is late.

2. Delivery

- (a) Delivery will be F.O.B. XiO's plant and shall occur on the date of turnover to a common carrier unless, at Customer's option, Product is picked up at the F.O.B. point by Customer.
- (b) Title and risk of loss for Products shall pass to Customer on delivery F.O.B. XiO's plant. Customer shall then be responsible for and bear the entire risk of loss or damage to Products. Unless otherwise instructed, by Customer, XiO shall insure each product during shipment for Customer' account and will add the cost of such insurance to Customer' invoice.
- (c) Shipment will be scheduled to be made on the date specified on Customer's written purchase order or on the date agreed upon by both parties and specified on the written acknowledgment of XiO, whichever is later, or-in the case of online ordersbased upon the online-stated scheduled date. This date is the scheduled shipment date. XiO reserves the right to extend this date by not more than sixty (60) days upon notification of Customer. If shipment is delayed by XiO more than sixty (60) days, Customer may terminate this Agreement and receive a refund of all money paid hereunder.

3. Change Orders

Any written request from Customer for a change in the order acknowledged by XiO may subject Customer to a price change reflecting XiO's increased or decreased direct costs or an extension of the scheduled shipment date, or both, depending on the change requested. Written acknowledgment by XiO of a change order will specify and confirm any price or delivery impact.

4. Shipment

In the absence of specific shipping instructions from Customer, XiO will ship by the method it deems most advantageous to both parties. Transportation charges may be prepaid and will be subsequently invoiced to Customer. Unless otherwise specified, products shall be shipped in XiO's standard commercial packaging. When special packaging is requested or, in the opinion of XiO, required under the circumstances, the cost of the same will be separately invoiced. If Customer specifies the shipment method on the purchase order, and XiO uses a different method, then XiO shall be liable for the difference, if any, between the cost of freight incurred and the cost of freight which would have been incurred had XiO complied with Customer' shipping instructions.

5. Cancellations

XiO shall have the right to cancel the order and recover possession of and title to a product (if such have passed to Customer) under any of the following circumstances: Customer fails to perform its obligations under any of the material Terms and Conditions hereunder; or Customer's delay directly causes material delay to XiO's performance; or any bankruptcy, arrangement or insolvency proceedings are commenced by or against Customer; or in the event of the appointment of any assignee for the benefit of creditors or of a receiver of Customer or its properties. No such termination shall prejudice any of the rights of XiO arising prior to such termination or shall limit in any way other remedies available to XiO. Customer shall have no right to cancel the purchase of any product after shipment from XiO. Orders for standard products that are canceled within fifteen (15) days prior to the scheduled shipment date from XiO shall be subject to a cancellation charge equal to twenty percent (20%) of the total purchase price. Orders for custom products are not cancelable after order acknowledgment.

6. Warranty

Hardware products and software media are warranted against defects in materials and workmanship for a period of one year from the date of shipment. During the warranty period, XiO will, at its option, either repair or replace (but not install) product or software media which proves to be defective. The Product or media must be returned to XiO for warranty service or repair. Customer shall prepay shipping charges to XiO and XiO shall ship to Customer in accordance with Section 4 of this Agreement, except that shipment by surface transportation to Customer, within the U.S. only, shall be at XiO's expense. XiO warrants that software products will conform to published specifications and will operate properly for one year from the date of shipment. XiO will correct material defects in software products during the warranty period by issuing converted versions of software products.

7. Limitations and Disclaimers of Warranties

Certain products are factory sealed and carry a label stating "warranty void if this seal is broken". In such a case, the foregoing warranty shall not apply if the product seal has been broken or the enclosure has been opened. The foregoing warranties shall not apply to defects resulting from improper connection, improper interfacing, misuse, or operation outside the specified environment. THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. XIO SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

8. Waiver of Certain Damages and Limit of Liability

XIO WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR ON ANY THEORY OF LIABILITY, NOR WILL XIO BE LIABLE FOR LOSS, DAMAGE OR EXPENSE WHICH DIRECTLY OR INDIRECTLY ARISES FROM

CUSTOMER' USE OF OR INABILITY TO USE PRODUCT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT [EXCEPT FOR DAMAGE TO PERSON OR TANGIBLE PROPERTY], OR FOR COMMERCIAL LOSS OF ANY KIND, OR FOR PROCUREMENT OF SUBSTITUTE GOODS, WHETHER OR NOT XIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL XIO'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID TO XIO BY CUSTOMER FOR THE PURCHASE OF THE PRODUCT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION IS INTENDED TO LIMIT THE LIABILITY OF XIO AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Security Interest

Customer hereby grants to XiO a security interest in each product, to secure payment of the purchase price. XiO shall have the rights of a secured party under the Uniform Commercial Code in effect in the state where the premises at which the product is installed are located, including the right to retake possession of, or inhibit the use of product on any default by Customer. XiO's security interest shall expire upon the payment to XiO of the full purchase price. Customer agrees to execute such other documents as XiO shall reasonably require to perfect XiO's security interest.

10. Patent and Copyright Indemnity

- (a) XiO will defend at its expense any action brought against Customer to the extent based upon the claim that a product constitutes direct infringement of any duly issued United States patent or copyright and shall pay any settlements or judgments to the extent based thereon, provided XiO shall have sole control of any such action or settlement negotiations, provided further that Customer notifies XiO promptly in writing of such claim, suit or proceeding and, at XiO's expense (except the value of time of Customer' employees), gives XiO adequate information and uses its best efforts to settle and/or defend any such claim, suit or proceeding.
- (b) If a product becomes, or in the opinion or XiO may become, subject to any claim of infringement for any United States patent or copyright, XiO may, at its option: (i) procure for Customer the right to use or sell the product; (ii) replace or modify the product, or part thereof; or (iii) remove the product, or part thereof, and refund the aggregate payments paid therefor to XiO less a reasonable sum for use and damage. XiO shall not be liable for any costs or expenses incurred without its prior written authorization.
- (c) XiO assumes no liability for (i) infringement of patent or copyright claims resulting from completed products of Customer into which a product is incorporated; (ii) any assembly, circuit, combination, method or process of Customer in which any product may be used; (iii) any compliance with Customer' specifications; or (iv) the modification of a product, or any part thereof, unless such modification was made by XiO or with the written approval of XiO.
- (d) THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF XIO, AND THE EXCLUSIVE REMEDY OF CUSTOMER, FOR PATENT, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR CLAIMS OF INFRINGEMENT.

11. Substitutions and Modifications

XiO reserves the right to make substitutions and modifications in the specifications of products designed by XiO providing that such substitutions or modifications will not materially negatively affect performance in the intended application, and that upon written request, XiO will provide a brief explanation of the change.

12. Entire Agreement

The Purchase Agreement and Terms and Conditions as set forth herein shall govern and constitute the entire agreement between XiO and Customer. XiO shall not be bound by any terms of Customer' order which are inconsistent with or additional to the Terms and Conditions herein set forth.

13. Software Products Restriction

Products delivered to Customer pursuant to these Terms and Conditions may embody and include certain software programs in object code (machine-readable but not humanreadable form). In some cases, the only product delivered will be a software product. The software may be contained on disk drives or CD's, erasable programmable readonly memories (EPROMS), non-volatile random access memories (NVRAM), electrically erasable programmable read-only memories (EEPROMS or flash memory), programmable array logic devices (PALS or FPGAS), disk cartridges, may be embodied in Application Specific Integrated Circuits (ASIC's) or in other electronic or mechanical forms. Such software constitutes either the copyrighted property of XiO or the proprietary trade secret information of XiO, or both, and shall be held in confidence by Customer. XiO retains title to the software (excluding media on which recorded) and all intellectual property rights, and no title to software or intellectual property rights is transferred to Customer. Unless Customer is granted greater rights by written amendment to these Terms and Conditions executed by XiO, Customer is hereby granted a personal, non-transferable, non-exclusive perpetual license to use only the number of copies of the software which are provided by XiO, and to use such copies only on (i) the hardware on which it is originally mounted by XiO, or (ii) on a single hardware product identified by Customer in its purchase order and confirmed by XiO in its order acknowledgment. Without XiO's prior written consent, Customer may not copy the software for any purpose, nor may Customer remove the software or attempt to execute the software on any hardware other than the authorized hardware. Customer shall not, whether through use of disassemblers or any other means whatsoever (including but not limited to manual, mechanical or electrical means), reverse engineer, decompile, disassemble or derive source code from the software, or attempt to or permit any third party to do any of the foregoing, including causing the software to be destroyed or disabled. Any attempt to do any of these things shall be material breach of these Terms and Conditions which shall immediately entitle XiO to exercise any remedies set forth herein, as well as any remedy that may exist at law or in equity. The provisions of this Section 13 shall survive this Agreement in perpetuity.

14. Conditions of Operation

THE PRODUCTS PROVIDED BY XIO ARE INTENDED TO BE USED ONLY WHEN SUPPLEMENTAL PROTECTION IS PROVIDED TO PREVENT DAMAGE TO CUSTOMER' PROPERTY OR INJURY TO PERSONNEL. BECAUSE OF THE HIGH COMPLEXITY OF A COMPUTER-CONTROLLED MACHINE CONTROL OR INPUT/OUTPUT SYSTEM, UNINTENDED MOTION AND ACTIONS CAN OCCUR. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR INTEGRATING XIO PRODUCTS INTO MECHANISMS OR PROCESSES. LIMIT SWITCHES MUST BE A PART OF A MACHINE CONTROL OR INPUT/OUTPUT SYSTEM. OPERATOR GUARDS AND OTHER PROTECTION FOR OPERATORS MUST UNILATERALLY ACT TO PROTECT PERSONNEL AND PROPERTY. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR INSURING THAT MECHANISMS OR PROCESSES OF WHICH XIO PRODUCTS ARE A PART COMPLY WITH APPLICABLE SAFETY AND HEALTH STANDARDS, MUNICIPAL CODES, AND ANY SIMILAR REQUIREMENTS.