Agenda Item No. 8 | MPWMD Board of Director's Meeting on August 16, 2021

Distributed to the MPWMD Board of Directors, General Manager and District Counsel on 08-16-2021

From:	Joel Pablo
То:	"Alvin Edwards"; "Karen Paull"; "George Riley"; Safwat Malek; "Amy Anderson"; Mary L. Adams
	(adamsml@co.monterey.ca.us); 100-District 5 (831) 647-7755; "Clyde Roberson"
Cc:	<u>Dave Stoldt; "David Laredo"; Fran Farina (fran@laredolaw.net); Sara Reyes</u>
Subject:	Public Comment Item No. 8: Letter from Margaret Ann Coppernoll
Date:	Monday, August 16, 2021 12:20:00 PM
Attachments:	MPWMD Meeting Aug 16, 2021 Water Purchase Agreement Public Comment - Margaret-Anne Coppernoll.docx
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Good Morning, Directors, GM and District Counsel:

Please see below e-mail and above attached public comment from Margaret Ann Coppernoll.

Joel G. Pablo Board Clerk <u>Monterey Peninsula Water Management District</u> 5 Harris Court, Building G, Monterey, CA 93940 Phone: 831-658-5652 LinkTree: <u>https://linktr.ee/MPWMD</u>



From: mcopperma@aol.com <mcopperma@aol.com>

Sent: Monday, August 16, 2021 12:02 PM

To: comments <comments@mpwmd.net>

Cc: Sara Reyes <Sara@mpwmd.net>

Subject: Public Comments for MPWMD Meeting, August 16, 2021, Agenda Item 8 Water Purchase Agreement

Hello Sara,

It was a joy talking to you this morning. Thank you for the information. I have attached my comments for this evening's meeting.

Warmest regards, Margaret-Anne

MPWMD Meeting Aug 16, 2021 re water purchase agreement

Congratulations on finally coming to the realization that a Water Purchase Agreement for Pure Water Monterey Expansion is the right action and fulfillment of fiduciary and ethical obligations to the Monterey Peninsula water ratepayers. They have been subjected to monumental stress due to CalAm's refusal to undertake this very appropriate agreement for an extended period of time, almost bumping up against the State Water Resources Control Board Cease-and-Desist Order deadline of Dec 31, 2021. This long delay means more risk since it will take time to construct the required expansion elements.

Notwithstanding, I strenuously object to the water purchase agreement including an unfair and unreasonable condition. That is, CalAm wants to exert a requirement that ratepayers will be compelled to pay for its desalination project costs that CalAm incurred prior to August 31, 2019. This is grossly unjust and dishonest, even unconscionable, because the failure of CalAm to achieve a successful desal project is not at all the fault of MPWMD or the ratepayers. Quite the contrary. The only entity at fault for the desalination project's hindrance is CalAm and its insistence on forcing a non-starter project on our communities with the express intention of violating environmental laws and purposely working to illegally destroy already critically over drafted aquifers, a factor embedded in its EIR, attesting to its infeasibility: no water rights, no project.

CalAm should bear full responsibility for its negligence and disregard for environmental justice and the health, well-being, and survival of the communities it has been striving to harm. Only CalAm should bear the financial burden of its own tragic, costly mistakes. No fault or obligation should be attributed to MPWMD or ratepayers. To do so holds our communities hostage to unbridled greed and selfish motives because all citizens and businesses require water to live and to thrive. CalAm water rates are already unsustainable, being among the highest in the nation. CalAm owes this to all those who have for years enriched its bottom line and filled their shareholders' coffers to over flowing. Please do not include this condition as a requirement for concluding a water purchase agreement. This agreement should be restricted to Pure Water Monterey Expansion parameters to the exclusion of speculations on other possible water alternatives. This water purchase agreement should not hinge on such extraneous issues since this water purchase should only concern Pure Water Monterey Expansion and not non-existent suppositions; these would necessarily be considered in any future agreement at the time if such a situation would materialize, which is highly unlikely given General Manager David Stoldt's solid, incontrovertible water supply and demand study's meticulous analysis conducted on the Pure Water Monterey Recycled Water Project and its Expansion.

Thank you so much for considering my perspective. God bless you all.

Margaret-Anne Coppernoll