

ENGINEERING COMMITTEE

AGENDA

Tuesday, March 1, 2022
2:00 p.m.

Calaveras County Water District
120 Toma Court
San Andreas, California 95249

The following alternatives are available to members of the public to watch these meetings and provide comments to the Board before and during the meeting:

Microsoft Teams meeting

Join on your computer or mobile app [Click here to join the meeting](#)
Or call in (audio only) [+1 689-206-0281,,167550195#](#) United States, Orlando
Phone Conference ID: 167 550 195#

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at (209) 754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility for this meeting. Any documents that are made available to the Committee before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for public review.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **PUBLIC COMMENT:** Comments limited to three minutes per person.
2. **APPROVAL OF MINUTES:** For the meeting of February 8, 2022
3. **NEW BUSINESS**
 - a. Update to the District's Five-Year Capital Improvement Plan
 - b. Calaveras Public Power Agency (CPPA) – Providing Power to District facilities
 - c. District Grease Interceptor Policy Review
 - d. Easement Request – East Bay Municipal Utility District (Mokelumne River Pump Station)
4. **OLD BUSINESS**
 - a. Jenny Lind A-B Transmission Line Project Update (CIP 11088)
 - b. Capital Improvement Updates
 - c. Other Updates

5. **GENERAL MANAGER COMMENTS**
6. **DIRECTOR COMMENTS**
7. **FUTURE AGENDA ITEMS**
8. **NEXT COMMITTEE MEETING:** Tuesday, May 3, 2022 at 2:00 p.m.
9. **ADJOURNMENT**



CALAVERAS COUNTY WATER DISTRICT ENGINEERING COMMITTEE MEETING

MINUTES
February 8, 2022

Directors/Committee Members present:

Jeff Davidson
Russ Thomas

Staff present:

Michael Minkler	General Manager
Kate Jesus	Engineering Coordinator
Damon Wyckoff	Director of Operations
Kevin Williams	Senior Civil Engineer
Charles Palmer	District Engineer
Sam Singh	Senior Engineering Technician
Jared Gravette	Senior Supervisor Construction & Inspection
John Griffin	Senior Civil Engineer
Tiffany Burke	Administrative Technician
Rebecca Hitchcock	Executive Assistant/Clerk to the Board
Matt Weber Esq,	General Counsel

Others present:

Shawn Koorn	HDR, Inc.
Judy Dean	HDR, Inc.

CALL TO ORDER / PLEDGE OF ALLEGIANCE

Director Davidson called the meeting to order at 2:03 p.m.

1. PUBLIC COMMENT:

There was no public comment.

2. APPROVAL OF MINUTES:

The November 9, 2021 minutes were approved as amended with Director Thomas' correction by a motion from Director Thomas and seconded by Director Davidson.

3. NEW BUSINESS

a. Calaveras Public Power Agency (CPPA) – Providing Power to District Facilities

Mr. Minkler recommended moving this agenda item to the next Engineering Committee meeting on March 1, 2022.

b. Public Utility Easement Request – APN 034-004-062

The District received a request from Jill Watt and Rob Etches, the property owners of APN 034-004-103 to relocate the PG&E easement along the northern portion of the District's parcel (APN 034-004-062) in order to provide overhead power to their property. PG&E's proposed easement is a 30-foot-wide easement and includes provisions for access to maintain the overhead equipment and power lines. The easement also grants PG&E the right to install electric, gas and communication facilities and apportion the easement for use by other public utilities. Staff and Legal Counsel have reviewed the proposed easement and find it acceptable. The only exception noted by staff is that the easement description be amended to clarify that approved communication facilities are limited to linear underground or overhead utilities and utility easement forbids the installation of any cellular or radio towers or related equipment. Staff will be presenting this item to the full Board at the February 9th meeting. The Committee agreed.

4. OLD BUSINESS

a. Water and Wastewater Capacity Fee Study for Jenny Lind, La Contenta and Copper Cove

District staff and HDR, Inc. continue to refine the Capacity Fee development which has previously included a review of key data and assumptions and review of GASB 34 asset data to remove obsolete infrastructure and contributed capital items that were not applicable to the buy-in portions of the Capacity Fees. For the La Contenta Wastewater System, a comprehensive review of AD-604 was completed by staff. As the assessment district is now closed out and the AD-604 assets are 30-years old, it was determined that the infrastructure constructed as part of AD-604 should be considered contributed capital assets and removed from the capacity fee calculation. Staff proposes that the cost of the AD-604 facilities be eliminated from the calculation of the capacity fee. A chart of proposed Capacity Fees compared to existing Capacity Fees was presented to the Committee for review. Mr. Palmer gave some clarification on the fees related to the ENRCCI index. Staff and the Committee further discussed the Study and the Committee gave direction to present to the full Board.

b. Capital Improvement Project Updates

Charles Palmer gave brief updates on the following projects:

- West Point Water Supply Reliability Project (CIP 11106) – Staff reviewed the 90% design deliverable and draft bid set. The project should go out for bid for construction in early Spring and the pre-purchased treatment unit should be delivered in September.
- West Point and Wilseyville Wastewater Facilities Consolidation Project (CIP 15091) – The project is due to go out for bid in early February and staff anticipates construction to start this Summer and continue through December 2023.
- Copper Cove Lift Stations 6, 8, 15, 16 and Force Main Project (CIP 15076/15080) – Staff is working with the Consultant to finalize the design plans and the project will be put out for bid in mid-February.
- District Corp Yard (CIP 11101) – The Contractor is substantially complete with the warehouse. Staff is working on the additional plans for Phase 2 of the project which includes the interior improvements and work should start this construction season.
- AMI/AMR Project (CIP 11096) – The Contractor has completed the meter and network installation for the Ebbetts Pass, Sheep Ranch and West Point service areas. Staff and the

Contractor are working with Tyler to bring the meter reading information into the billing software as it becomes available. Meters are now being installed in the Copperopolis service area and should be complete by the end of February.

- Ebbetts Pass Redwood Tanks Project (CIP 11095) – Due to significant raw material supply chain issues and winter snow conditions, the project has been postponed until the Spring construction season. The contractor plans to begin the piping and foundation work at Heather Drive Tank in Forest Meadows in February.
- Ebbetts Pass Hunter Reservoir Raw Water Pump Cal-OES Hazard Mitigation Project – Phase 1 Design and Environmental Review (CIP 11103) – An RFP for both the design and environmental/cultural resources was issued. The District selected Blackwater Consulting Engineers to complete the design and the 60% design will be done by March 18th.
- Wallace Wastewater Treatment Plant Electrical Improvements Project (CIP 15087) – The project is complete after a final day of acceptance testing with staff, A.T.E.E.M and Gold Electric.
- Arnold Wastewater Treatment Facility Improvement Project (CIP 15095) – A field meeting was held on January 24th to discuss electrical upgrade to the WWTP and the Consultant is currently working on the 50% design. The project should be ready for public bidding in June 2022.
- Jenny Lind A-B Water Transmission Pipeline Replacement Project (CIP 11088) – An RFP was issued on December 15th for the engineering and design services of the project. The District received 6 proposals which will be reviewed by staff.
- Forest Meadows UV Replacement Project (CIP 15106) – The replacement UV system is expected to be delivered in August 2022. The Construction Crew will install the unit and complete the site improvements when the unit arrives.
- Sheep Ranch Water Supply Reliability Study and Facilities Master Plan (CIP 10080) – The Consultant continues to develop the Master Plan and a Board presentation of the draft study is tentatively scheduled for March 23rd. The final study will be complete by April 2022.
- Copper Cove Wastewater Treatment Plant Tertiary Treatment and UV Improvements and Facilities Plan (CIP 15094) – The Board authorized award of a consulting agreement with Keller Associated and a kickoff meeting was held in February. Staff continues to work with the Consultant.
- Copper Cove Wastewater Treatment Plant – A kick off meeting was held on January 14th to review the Phase 1 scope of work and potential Phase 2 extra scope items included in the contract.
- Copper Cove Water System Improvements (CIP 11083C, 11111, 11122) – Staff has met with 6 engineering firms to discuss the pending RFP and vision for these projects. Staff anticipates issuing and RFP on February 21st with proposals due on March 17th.

c. Other Project Updates

Damon Wyckoff gave brief updates on the following:

- Sheep Ranch Fire Protection Tank Project – The tank Contractor has completed the tank erection and the piping is now being installed by the site improvements Contractor. The project should be complete in the next 6 weeks.
- Jenny Lind Elementary School Force Main Project – Staff is working with KASL to complete the design review for the sewer lift station(s), sewer force main and gravity sewer

upgrades near Vista Del Lago and Highway 26. The project is set to go out to bid in Spring 2022 and potentially start construction by July 2022.

- Grant Opportunities – Staff is preparing applications for the Urban and Mutli-benefit Drought Relief Program for CIP #15094 (CC Secondary/Tertiary/UV Improvements), #15112 (CC Pond 6), and #11104 (Lake Tulloch Submerged Water Line Crossing).
- La Contenta Spray Field Property Pasture Grazing Lease – Staff solicited proposals to pasture graze livestock on 2 District parcels off Hogan Dam Road in Valley Springs. The District received 3 proposals which staff have reviewed and will present to the full Board for approval.
- Construction Projects
 - Gold Creek 3: The Contractor has completed the punch list items and underground utilities are installed. The Developer has some punch list items to do and the project has not been accepted by the District.
 - Saddle Creek 7B: Underground utilities have been tested and passed and paving should begin in March. The Contractor continues raising iron and setting meter boxes to grade.
 - Tri-Dam Lake Tulloch Day Use Area: Staff is working with the Contractor to process submittals for construction material. Construction is proposed to begin the week of February 7th.
- Developer Projects
 - Copper Valley Square: Staff continues to meet with the Developer to discuss key issues including capacity fees, future planned redevelopment of the Copper Valley Square complex, sewer force main to serve Copper Valley Square, upgrades to the Reed Turnpike Pump Station, and other regional development issues.
 - Hogan Oaks I and II: A meeting with the owner representative and design engineer was held to discuss the proposed developments, which are both in close proximity to the La Contenta WWTP. The Engineering Department continues to review the proposed improvements.
 - Wallace Ridge Estates: The proposed 31-unit development is part of the existing Wallace Lake Estates subdivision and is intended to be served by the Wallace water and wastewater systems. Staff is reviewing the concept review.

5. GENERAL MANAGER COMMENTS

Mr. Minkler discussed the meeting with CV Developers and their potential bond financing for their projects, the update to the Capital Improvement Plan that will be presented to the Committee at the next meeting and revisiting the commercial meter policy related to short-term suspension.

6. DIRECTOR COMMENTS

Director Thomas inquired about the Kiva Place dilapidated building and fence. Mr. Wyckoff clarified.

7. FUTURE AGENDA ITEMS

None.

8. NEXT COMMITTEE MEETING

March 1, 2022 at 2:00 p.m.

9. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 3:24 p.m.

Respectfully submitted,

Kate Jesus
Engineering Coordinator

Agenda Item

DATE: March 1, 2022

TO: Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

RE: Update of the District's Five-Year Capital Improvement Plan

SUMMARY

The Engineering Department is re-vamping the analysis and documentation of its overall Capital Improvement Plan (CIP). The effort will provide tangible documentation of much of the work that has gone into the development and annual update of the District's five-year CIP. It is the objective of the Engineering Department to be able to provide this newly created CIP workbook to the Board of Directors and Finance Committee later this year to provide the groundwork for future budget years.

While that effort continues, Staff are working with the District's financial consultant to provide an updated five-year CIP for next fiscal year, FY 2022-23 budget with a schedule for its acceptance and approval from the full Board this Spring. The five-year CIP is comprised of projects that have been ranked in terms of highest priority based on many factors including risk of failure, negative impacts to public health and safety, etc. The risk, regulatory, growth demands, potential consequences and liability are too great to consider further postponing several large infrastructure projects, such as the Copper Cove Wastewater Treatment Plant Improvements and Jenny Lind Tank A-B Transmission Pipeline.

FINANCIAL CONSIDERATIONS

It is important to note that the District must consider leveraging multiple financial mechanisms in order to achieve the infrastructure renewal and replacement needs depicted in the CIP. The recommended 5-year CIP contemplates several high dollar projects that can only be achieved with outside financing of those capital costs and addressing appropriate staffing levels. It is important to understand that in order to effectively complete the projects CCWD will have to add Staff to the Engineering Team.

Attachment

Agenda Item

DATE: March 1, 2022

TO: The Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

RE: Calaveras Public Power Agency and Incorporating Facilities Into the Agreement with PG&E

SUMMARY:

In the early 1980's, the United States Congress recognized the substantial impacts the Central Valley Project's New Melones Dam would have on Calaveras and Tuolumne Counties. As a result, they created an allocation of power that certain Agencies, entitled under Federal Reclamation Law, would receive a preference of entitlement of up to 25% of the energy generated by New Melones. These Preferred Agencies formed the Calaveras Public Power Agency (CPPA).

The CPPA governs the relationship between these Agencies and PG&E as PG&E owns the power distribution infrastructure critical to the conveyance of Melones generated power. An agreement between PG&E and CPPA was signed on September 10, 1982. The allocation of power generated via New Melones coupled with an agreement with PG&E provides the CPPA with the ability to provide power to its member agencies and their facilities at a reduced rate.

Section four of the agreement describes the conditions which must be met for a facility to receive CPPA energy rates. These conditions are:

- The load (PG&E power demand) is located wholly in Calaveras County
- The load is wholly owned, operated, and maintained by a local public preference agency
- Regular use, including seasonal use of such power is made
- The load has a created demand of five kilowatts or greater, unless otherwise agreed to in writing by PG&E

Section five describes how CPPA goes about establishing service for these "qualifying loads". CPPA makes a request to PG&E in writing and provides all applicable information necessary. PG&E has 90 days to review and respond in writing with a determination of whether or not the load is acceptable and whether or not there are any special conditions associated with the load in order to establish service. For loads requiring new electrical equipment construction, PG&E has six months to review and approve and CPPA must pay PG&E, in advance, a non-refundable payment to cover estimated engineering costs.

CCWD has plus or minus eighty-six accounts currently receiving CPPA power through its agreement with PG&E. Of these accounts, two do not meet all the requirements of section four of the agreement between CPPA and PG&E. However, in consideration of the critical role they play in CCWD's water and wastewater operations, they were approved by CPPA and are currently active.

One account covers the wells at White Pines Park. These Wells provide water supply redundancy to the surrounding community should the District's surface supply be compromised.

The other account is the treated effluent pump station (disposal pump station) on the La Contenta Golf Course. This pump station is critically important to CCWD's wastewater treatment and disposal operation in La Contenta in that it irrigates the golf course with the wastewater filtered by the La Contenta Wastewater Treatment Plant. If the disposal pump station on the golf course were not operable, CCWD would not be able to discharge its treated wastewater. Ready and effective wastewater disposal is critical to the District's ability to meet the provisions of its wastewater operating permit for the La Contenta Wastewater Treatment Plant (La Contenta WWTP). CCWD's operating permit for its La Contenta WWTP is provided by the Regional Water Quality Control Board (RWQCB). An inability to meet critical provisions of the RWQCB permit, such as effective treated wastewater disposal, renders the plant inoperable. The ripple-effects (if we can't get rid of treated wastewater, how can we accept anymore?) of such a situation was almost felt in early 2018 when the La Contenta Golf Course was closed. For a time, the golf course did not have any maintenance staff available to effectively operate the disposal pump station on the course. CCWD and the La Contenta Golf Course worked quickly to draft an easement providing the District with access to the disposal pump station and the ability to operate it to discharge treated wastewater onto the course for disposal should the golf course find itself in a similar situation in the future. A component of this easement was to provide CPPA power to the pump station as it was determined the disposal pump station's role is integral to the operation of the La Contenta WWTP.

To conclude, CCWD has many facilities currently receiving electricity from CPPA via CPPA's agreement with PG&E and all are integral to the effective operation of water and wastewater infrastructure.

FINANCIAL CONSIDERATIONS

None.

Attachments: CPPA's Agreement with PG&E, La Contenta Golf Course Disposal Pump Station Easement

2018-010583

Rebecca Turner, County Clerk-Recorder
Calaveras County, California
09/19/2018 10:52 AM
Recorded by: CALAVERAS COUNTY WATER DISTR

Pages: 10

Recording Fee: \$ 118.00

Taxes: \$0.00

Clerk: ogonzales Total: \$118.00



SB2 (2017) Housing Tax G.C. 27388.1

RECORDING REQUESTED BY

CALAVERAS COUNTY WATER DISTRICT

WHEN RECORDED MAIL TO

NAME Calaveras County Water District

Attn: General Manager

MAILING ADDRESS 120 Toma Court

CITY, STATE ZIP CODE San Andreas, CA 95249

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT OF PERPETUAL EASEMENT

EXEMPT FROM BUILDING HOMES AND JOBS ACT FEE PER GOVERNMENT CODE 27388.1 - Not related to real property

THIS GRANT OF PERPETUAL EASEMENT is made this 18 day of September, 2018 ("Effective Date"), from Gentium Golf, LLC, a California limited liability company, or its assignee ("Gentium Golf") to Calaveras County Water District ("District").

RECITALS

A. The District is a special district organized pursuant to the County Water District Act (California Water Code, §§30000, et seq). The District owns and operates the La Contenta Wastewater Treatment and Recycled Water Plant (the "Plant") in Valley Springs, California.

B. Gentium Golf is a California limited liability company with its principal place of business within the County of Calaveras at 1653 S. Highway 26, Valley Springs, CA 95252. Gentium Golf owns and operates the La Contenta Golf Course ("Golf Course") adjacent to the Plant. Certain facilities related to the Plant exist on the Golf Course including but not limited to water conveyance facilities, pumps, spray fields and all infrastructure related to Plant activities and treated wastewater ("Plant Facilities").

C. Since 1979 the District and the prior ownership of the Golf Course, La Contenta LTD, have executed a series of water supply agreements governing the production and use of treated wastewater at the Plant.

D. The Plant receives wastewater twenty-four hours a day, 365 days a year from the homes and businesses within the District's La Contenta wastewater service area. Treated wastewater from the system is used to irrigate the Golf Course, pursuant to Regional Water Quality Control Board Order No. R5-2002-0222 ("RWQCB Permit").

E. Gentium Golf and the District have made and entered into a Facility Maintenance and Power Agreement, of even date herewith and effective Sept. 18, 2018, to clarify the parties' respective legal obligations in maintaining and operating the Plant to meet the effluent disposal requirements set forth by the RWQCB Permit. See Exhibit B.

F. The District must operate and maintain the Plant Facilities on the Golf Course property in order to ensure sufficient wastewater is treated and distributed onto the Golf Course; and as such operation and maintenance is critical for the protection of human health and welfare of the surrounding community, the District will provide affordable and reliable power to the Plant Facilities pursuant to the terms of the Facility Maintenance and Power Agreement.

G. The District desires to acquire from Gentium Golf, and Gentium Golf desires to convey to the District, a perpetual non-exclusive easement, as described herein, for the purpose of enabling the District to install, construct, operate, maintain, repair, and replace Plant Facilities in certain limited instances to ensure the requirements of the RWQCB Permit are fulfilled, together with the right of reasonable ingress and egress over the Golf Course property for installation, construction, operation, maintenance, repair, and replacement of Plant Facilities for reasons stated above. See Exhibit A Legal Description.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the District and Gentium Golf agree as follows:

1. Grant of Easement. Gentium Golf hereby grants to the District and the District hereby accepts a perpetual, non-exclusive easement over the Golf Course to (i) operate and maintain the Plant Facilities; and (ii) enter the Golf Course with reasonable notice to Gentium Golf or its successor for any purpose consistent with this instrument including but not limited to installation, construction, operation, maintenance, repair, or replacement of the Plant Facilities.
2. Term of Easement. The easement shall be a perpetual easement.
3. Consideration for Easement. Gentium Golf agrees that the services to be provided by the District stated in this instrument and the Facility Maintenance and Power Agreement are good and sufficient consideration for the easement described in paragraph 1.
4. Recordation. Within ten (10) days after the execution of this instrument, the District shall record this instrument or a memorandum providing notice of this instrument in the official records of the County of Calaveras. The District will provide a copy to Gentium Golf.
5. Ownership of Facilities. Gentium Golf will retain ownership of the Plant Facilities, though the District shall have operational control over wastewater treatment and distribution. The District will have the right to install, construct, remove, maintain, repair, and replace all equipment and appurtenances in furtherance of its approved activities.
6. Indemnification of the District. Gentium Golf and its successors shall jointly and severally indemnify and hold harmless the District and its trustees, officers, employees, and agents from and against all claims, liabilities, losses, costs, and damages (including, without limitation, reasonable attorney's fees) arising from or relating to the District's performance under or pursuant to this instrument; provided, however, that this paragraph shall not apply as to claims, liabilities, losses, damages, etc. caused by any act of gross negligence by the District or its trustees, officers, employees, or agents.

7. **Notices.** Any notice or other communication to any party given pursuant to this instrument will be effective only if in writing, delivered to whichever of the following addresses is applicable:

Gentium Golf, LLC, or its assignee
1653 S. Highway 26,
Valley Springs, CA 95252

Calaveras County Water District
P.O. Box 846
San Andreas, CA 95249

8. **Headings.** The headings in this instrument are included for convenience only and shall neither affect the construction or interpretation of any provision in this instrument nor affect any of the rights or obligations of the parties of this instrument.

9. **Governing Law.** This instrument shall be construed and interpreted in accordance with the laws of the State of California.

10. **Incorporation of Introductory Paragraph, Recitals, and Exhibits.** The introductory paragraph that precedes the Recitals, the Recitals and the exhibits referred to in this instrument each constitute a part of this instrument and are incorporated into this instrument by this reference.

11. **Instrument Binding; Permitted Assignment.** This instrument and all agreements and covenants contained herein shall (i) be fully binding upon, and shall inure to the benefit of, Gentium Golf and the District and their respective successors and permitted assigns; (ii) constitute covenants running with the land burdening the Golf Course property and benefiting the lands within the boundaries the District's service area; and (iii) constitute equitable servitudes enforceable under applicable law. This instrument and the agreements and covenants contained herein shall not be assignable by Gentium Golf or the District, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

12. **Entire Agreement.** This instrument and the Facility Maintenance and Power Agreement constitute the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements or understandings. No amendment of this instrument shall be effective unless in writing signed by the parties.

13. **Duplicate Counterparts.** This instrument may be executed in two or more counterparts and when so executed shall have the same force and effect as though all signatures appear on one document.

GRANTOR GENTIUM GOLF, LLC, OR ITS ASSIGNEE:

GENTIUM GOLF, LLC
a California limited liability company

By: Gentium Amador, LLC, a Delaware limited liability company
Its: Sole Member

By:



Kun Sam Kim, its Sole Member

Dated: September 13, 2018

GRANTEE CALAVERAS COUNTY WATER DISTRICT:

By: 

Dated: 9/18/, 2018

Print Name: Dave Eyrton

Title: General Manager

EXHIBIT A

Legal Description of La Contenta Golf Course

PARCEL A:

PARCEL NOS. I, II AND III AS SHOWN UPON THE FINAL MAP OF LA CONTENTA GOLF COURSE PROPERTY REVERSION TO ACREAGE, FILED FOR RECORD AUGUST 4, 1989 IN BOOK 6 OF SUBDIVISION MAPS, PAGE 40, CALAVERAS COUNTY RECORDS.

PARCEL B:

AN EASEMENT FOR THE PASSAGE OF IRRIGATION WATER ALONG WITH RIGHTS OF INGRESS AND EGRESS TO MAINTAIN CONDUITS OR CHANNELS USED FOR PASSING IRRIGATION WATER OVER THAT REAL PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(A) LOT A OF LA CONTENTA UNIT NO. 1, TRACT NO. 210, AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED FOR RECORD JUNE 23, 1970 IN BOOK 3 OF SUBDIVISION MAPS, PAGES 44 THROUGH 44-C, INCLUSIVE, CALAVERAS COUNTY RECORDS.

(B) ALL THOSE PORTIONS OF SECTIONS 25 AND 26, TOWNSHIP 4 NORTH, RANGE 10 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 46 AS SHOWN ON THE OFFICIAL MAP OF SAID LA CONTENTA UNIT NO. 1; THENCE SOUTH 83° 27' 42" WEST, 91.00 FEET; THENCE NORTH 42° 50' 00" WEST 170.00 FEET; THENCE SOUTH 88° 54' 17" WEST 208.52 FEET;

Mail Tax Statements To: SAME AS ABOVE

THENCE SOUTH 48° 50' 00" WEST 250.00 FEET TO THE NORTHEASTERLY CORNER OF LOT A AS SHOWN ON THE OFFICIAL OF SAID LA CONTENTA UNIT NO. 1; THENCE NORTH 79° 30' 58" WEST 109.34 FEET; THENCE NORTH 81° 45' 14" WEST 90.00 FEET; THENCE NORTH 34° 10' 18' 03" WEST 81.27 FEET; THENCE NORTH 30° 46' 36" WEST 149.06 FEET TO A POINT ON THE SOUTH LINE OF SPYGLASS ROAD; THENCE ALONG SAID SOUTH LINE NORTH 89° 40' 00" EAST 73.55 FEET; THENCE CURVING TO THE LEFT ALONG AN ARC WITH A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 20' 00" AND HAVING A CHORD BEARING NORTH 80° 00' 00" EAST 100.75 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 19° 00' 00" EAST 240.00 FEET; THENCE SOUTH 54° 00' 00" EAST 250.00 FEET; THENCE NORTH 66° 00' 00" EAST 235.00 FEET; THENCE SOUTH 70° 00' 00" EAST 275.00 FEET; THENCE NORTH 27° 55' 00" EAST 142.00 FEET; THENCE NORTH 36° 24' 34" EAST 130.94 FEET; THENCE NORTH 87° 42' 39" EAST 167.09 FEET; THENCE SOUTH 00° 10' 50" WEST 165.00 FEET TO THE SAID EAST 1/16 CORNER OF SECTION 25; THENCE SOUTH 00° 45' 21" WEST 289.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
FACILITY MAINTENANCE AND POWER AGREEMENT

This Facility Maintenance and Power Agreement (“Agreement”) is made and entered into this 18 day of Sept, 2018 by and between Gentium Golf, LLC, a California limited liability company, or its assignee, “Gentium Golf”) and Calaveras County Water District (“District”). Gentium Golf and the District are collectively referred to herein as the “Parties.”

RECITALS

A. The District is a special district organized in 1946 pursuant to the County Water District Act (California Water Code, §30000, et seq.) to provide water and sewer services to the residents of Calaveras County. The District owns and operates multiple wastewater treatment facilities, including the La Contenta Wastewater Treatment and Recycled Water Plant (the “Plant”) in Valley Springs, California.

B. Gentium Golf is a California limited liability company with its principal place of business within Calaveras County at 1653 S. Highway 26, Valley Springs, CA 95252. Gentium Golf owns and operates the La Contenta Golf Course (“Golf Course”) adjacent to the Plant. Certain facilities related to the Plant exist on the Golf Course, including but not limited to water conveyance facilities, pumps, spray fields and all infrastructure related to Plant activities and treated wastewater (“Plant Facilities”).

C. The Plant receives wastewater twenty-four hours a day, 365 days a year from the homes and businesses within the District’s La Contenta wastewater service area. Treated wastewater from the system is used to irrigate the Golf Course, pursuant to Regional Water Quality Control Board Order No. R5-2002-0222 (“RWQCB Permit”).

D. The District and the prior ownership group, La Contenta Investors LTD have executed a series of water supply agreements governing the production and use of treated wastewater at the Plant. The chief purpose in executing these agreements has been to ensure that all treated wastewater produced by the Plant is disposed of on the Golf Course every year for beneficial reuse.

E. The District is a member agency of the Calaveras Public Power Agency (“CPPA”), through which it receives electrical power services at reduced rates for the electrical loads it manages within Calaveras County.

F. Gentium Golf and the District desire to clarify the Parties respective legal obligations in maintaining and operating the Plant to meet the effluent disposal requirements set forth by the RWQCB Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Provision of Electrical Power to Plant Facilities. The District will facilitate the provision of power through CPPA for Plant Facilities through the District's electrical account. The establishment of service to the Plant is not expected to require engineering studies or electrical construction; however any costs associated with studies and construction will be charged to Gentium Golf upon reasonable advance notice of the estimate of such costs.

2. Billing for Electrical Services. CPPA electric service rates for the Plant Facilities will be those charged to the District by CPPA. The District will invoice Gentium Golf once a month for the rates charged to the District by CPPA plus an additional, reasonable amount to cover costs incurred by the District in administering this Agreement. The amount of the administrative fee shall not exceed the actual costs approved in advance by Gentium Golf. Payment is due to the District 45 days from the billing date on the invoice. The payment must be addressed to and received by the District by the due date on the invoice.

3. Maintenance and Repair of Plant Facilities. The Parties agree that the Plant Facilities located on the Golf Course property under ownership by Gentium Golf and which are operated and maintained by Gentium Golf are critical to meeting the provisions of the RWQCB Permit and protecting human health and welfare of the surrounding community, thereby qualifying the electrical load as eligible for CPPA power. Gentium Golf will maintain the Plant Facilities on the Golf Course property, including but not limited to the repair of pumps, effluent sprinklers, and other Plant Facilities as necessary to ensure sufficient wastewater is disposed of for beneficial reuse pursuant to the RWQCB Permit, and the facilities remain in good repair.

4. Grant of Easement to the District. Gentium Golf will grant the District a perpetual, non-exclusive easement to install, construct, operate, maintain, repair and replace the Plant Facilities, together with the right of reasonable ingress and egress over the Golf Course property for installation, construction, operation, maintenance, repair and replacement of the Plant Facilities.

5. **Easement Deed.** The District will prepare a related Grant of Perpetual Easement of even date herewith and effective Sept 18, _____, 2018 (“Easement Deed.”) Gentium Golf will execute the Easement Deed and provide it to the District, which will be recorded with the Calaveras County Recorder. The District will provide a copy of the recorded Easement Deed to Gentium Golf..

6. **Consideration for Easement.** Gentium Golf hereby agrees that the services to be provided by the District under this Agreement are good and sufficient consideration for the easement described in paragraph 4.

7. **Indemnification of the District.** Gentium Golf and its successors in interest shall jointly and severally indemnify and hold harmless the District and its directors, officers, employees, and agents from and against all claims, liabilities, losses, costs and damages (including, without limitation, reasonable attorneys’ fees) arising from or relating to the District’s performance under or pursuant to this Agreement; provided, however, that this paragraph shall not apply as to claims, liabilities, losses, damages etc. caused by any act of gross negligence by the District or its trustees, officers, employees or agents. The obligations of Gentium Golf under this paragraph 7 shall be binding upon and enforceable against all successors in interest of Gentium Golf and shall constitute covenants running with the land and equitable servitudes burdening the Golf Course property in accordance with California law. Gentium Golf agrees to execute and record with the Calaveras County Recorder an appropriate instrument reflecting the terms and conditions of this paragraph.

8. **Mediation.** As a condition precedent to any other form of dispute resolution, the Parties shall first meet and confer among themselves in good faith and attempt to resolve any disputes or disagreements that might arise concerning the interpretation, application, enforcement or breach of this Agreement. The Parties may enlist the assistance of third parties to facilitate their mediation.

9. **Arbitration.** After satisfaction of Paragraph 8, any dispute or disagreement between the Parties regarding the interpretation, application, enforcement or breach of this Agreement and any claim arising out of or relating to this Agreement or its breach shall be submitted to binding arbitration upon the written request of any party. The Parties shall appoint one person to hear and determine the dispute or, if the parties cannot agree, the Superior Court of Calaveras County shall choose an impartial arbitrator whose decision shall be final, binding and

conclusive on all Parties. The parties shall have the right of discovery in connection with any arbitration proceeding in accordance with California Code of Civil Procedure Section 1283.05. The Parties shall equally share the cost of the arbitrator and shall each bear their own legal fees and costs. The arbitrator may award equitable relief and compensatory damages. The venue for the arbitration shall be Valley Springs, California.

11. **Notices.** Any notices given to any party under or pursuant to this Agreement shall be addressed to the parties at the following addresses:

Gentium Golf, LLC, or its assignee
1653 S. Highway 26,
Valley Springs, CA 95252

Calaveras County Water District
P.O. Box 846
San Andreas, CA 95249

12. **Entire Agreement.** This Agreement and the Easement Deed represent the entire agreement among the Parties and supersedes all earlier agreements or understandings with respect to the subject matter herein. This Agreement may only be amended by written agreement executed by the Parties and no oral amendment shall be recognized or enforced.

13. **Duplicate Counterparts.** This Agreement may be executed in duplicate counterparts any one of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties execute this Agreement as follows:

Gentium Golf, LLC, or its assignee:

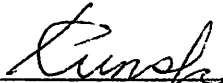
GENTIUM GOLF, LLC

a California limited liability company

By: Gentium Amador, LLC, a Delaware limited liability company

Its: Sole Member


By:



Kum Sam Kim, its Sole Member

Dated: 7-25, 2018

Calaveras County Water District:

By: 

Title: General Manager

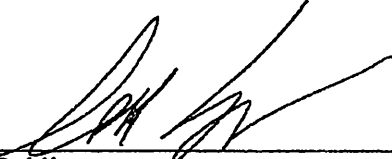
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF San Francisco) ss

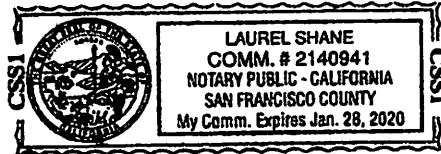
On September 13, 2018, before me, Laurel Shane, Notary Public, personally appeared Ken Sam Kim, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public



(Seal)

AGREEMENT FOR DISTRIBUTION
OF ELECTRIC CAPACITY AND ENERGY BY
PACIFIC GAS AND ELECTRIC COMPANY
FOR THE
CALAVERAS COUNTY PUBLIC POWER AGENCY

THIS AGREEMENT is entered into by and between the CALAVERAS PUBLIC POWER AGENCY, an association of public agencies within Calaveras County (CPPA), situated in the County of Calaveras, State of California and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PGandE) (individually, Party; collectively, Parties).

1. Recitals

WHEREAS, the United States Congress, recognizing that the siting of the New Melones Dam and reservoir would directly impact Calaveras and Tuolumne counties and the cities thereof, created a first allocation in Public Law 87-874 of up to 25 percent of the energy made available to the Central Valley Project by New Melones Dam to agencies, which under Federal Reclamation Law are entitled to "preference" in the purchase of power (Preference Customers), within these counties (New Melones Entitlement Power); and

WHEREAS, said New Melones Dam is a substantial new hydroelectric resource within PGandE's area system; and

WHEREAS, the counties of Calaveras and Tuolumne are within PGandE's service area and the residents of Calaveras and Tuolumne counties are PGandE customers; and

WHEREAS, certain public agencies, which qualify as Preference Customers, within Calaveras County have formed and are members of the Calaveras Public Power Agency pursuant to provisions of the Government Code of the State of California to obtain use of said New Melones Entitlement Power; and

WHEREAS, CPPA does not own an electric distribution system so that in order for it to deliver New Melones Entitlement Power to its members it is necessary to have delivery accomplished for CPPA's over PGandE's electric system; and

WHEREAS, CPPA has requested distribution of New Melones Entitlement Power to loads which qualify as Preference Customers under federal reclamation law; and

WHEREAS, the Western Area Power Administration (Western) has agreed that the New Melones Entitlement Power will be delivered from the Tracy interconnection to PGandE's Valley Spring Substation at Western's expense;

WHEREAS, PGandE has agreed to transmit and distribute the New Melones Entitlement Power from Valley Spring Substation to those Preference Customer loads covered by this agreement at CPPA's expense;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2. Designated Delivery Point

PGandE shall accept on CPPA's behalf, at PGandE's Valley Springs Substation, delivery of New Melones Entitlement Power, consistent with the manner in which such power is sold by Western to CPPA and delivered to that substation. Delivery to that substation shall be at Western's expense. Such delivery shall be at 60 kV.

3. Service

PGandE shall distribute and deliver to CPPA's members at the locations and delivery voltages (Delivery Points) identified by CPPA in writing to PGandE the New Melones Entitlement Power sold by Western and delivered to CPPA at Valley Spring Substation as provided in section 2. Delivery Points may be revised from time to time by the Parties.

4. Qualifying Loads

PGandE will provide electric transmission and distribution service under section 3 to CPPA's member loads. Such loads shall qualify as Delivery Points when the following conditions are met:

(a) Western has determined and has agreed in writing that the sale to and use of New Melones Entitlement Power is in accordance with reclamation law;

(b) the load is located wholly within Calaveras County;

(c) the load is wholly owned, operated and maintained by a local public preference agency;

(d) regular use, including seasonal use of such power is made;

(e) the load has a created demand of 5 kilowatts or greater, unless otherwise agreed to in writing by PGandE.

5. Establishing Service

Service will be established to loads satisfying the requirements of section 4 from and after the effective date of this agreement. For each load for which service is requested under this agreement, CPPA shall make a request to PGandE in writing setting forth all information necessary to establish that such load meets the requirements of section 4 and therefore qualifies for service under this agreement. PGandE will reply to the request in writing within 90 days of receipt of CPPA's request indicating whether such load qualifies for service under this agreement and any special conditions necessary in order to establish such service.

For loads for which new electric construction is required, CPPA shall give PGandE at least six months advance written notice of CPPA's proposed additional service point for service to such prospective loads.

If the load qualifies for service under this agreement, PGandE has the right to request from CPPA a nonrefundable payment in advance for its estimated engineering costs, as PGandE determines necessary, to

provide an estimated cost for said construction; and CPPA will pay, in advance, a nonrefundable lump sum in the amount of PGandE's estimated cost of said construction. PGandE will use its best efforts to complete its construction within its estimated time for construction. PGandE will inform CPPA of such time estimate.

6. Rates And Charges

CPPA shall pay PGandE monthly for the use of PGandE's facilities between Valley Spring Substation and the Delivery Points, and for any special services performed by PGandE in connection with deliveries to the Delivery Points, including provision for meters and supplemental meter reading. Such compensation shall be in addition to that received by PGandE from Western for transmission of the New Melones Entitlement Power from the Tracy interconnection to Valley Spring Substation. CPPA shall pay PGandE at the rates listed in appendix A for the amount of energy determined pursuant to the following section.

7. Power Deliveries

The power delivered to CPPA at Valley Spring Substation in any billing period shall be the sum of:

(1) kilowatts and kilowatt-hours determined from each individual load meter reading for power delivered shall be increased by 4.5 percent; and

(2) for unmetered loads, kilowatt and kilowatt-hour figures, increased by 4.5 percent, shall be as agreed upon by the Parties, subject to Western's agreement.

8. Metering

PGandE will provide metering for CPPA loads, except for certain equipment necessary to accommodate metering facilities which shall be installed by CPPA. All metering related charges shall be included in PGandE's charges to CPPA for distribution service.

9. Power Factor

(a) CPPA shall be responsible for its members maintaining the power factors associated with each member's loads at levels comparable to those maintained by PGandE in the general vicinity of CPPA's loads and will use comparable control methods acceptable to PGandE to achieve this objective.

(b) If CPPA or its members do not correct the power factor to a level acceptable to PGandE for a given load, within 90 days after receiving written notice from PGandE concerning an unacceptable power factor, PGandE may discontinue service under this agreement for said load without further notice.

10. FERC Tariffs Applicable

All services rendered hereunder by PGandE shall be supplied in accordance with the applicable rates and general terms and conditions set forth in PGandE's FERC Electric Tariffs in effect from time to time, as such tariffs may be amended or superseded, which are incorporated herein by reference.

11. Changes In Rates

(a) This agreement shall at all times be subject to such modifications as FERC may, from time to time, direct or as may be established in subsection (b) below.

(b) Nothing contained herein shall be construed as affecting in any way the right of PGandE unilaterally to make application to FERC for a change in rates under section 205 of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder. Nothing contained herein shall be construed as affecting in any way the right of PGandE to put into effect any changes in rates, or as preventing in any way a change in rates from becoming effective, on an interim basis or otherwise, under said section and pursuant to said rules and regulations.

(c) CPPA shall have the right, at its discretion, to protest the reasonableness of any such changes, new rates, or new rate schedules.

(d) As used herein, "change in rates" includes, but is not limited to, changes in rates, rate methodology, charges, classifications, service, rules, regulations, and agreement terms and conditions relating thereto.

(e) Nothing contained in this agreement shall prejudice the Parties regarding future rate methodology in this agreement or rate methodologies used in other agreements.

12. Uncontrollable Forces

The Parties shall not be considered to be in default with respect to any obligation, except for an obligation to pay money, hereunder, if prevented from fulfilling such obligation by reason of an uncontrollable force. For the purpose of this agreement, the term "uncontrollable force" means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, revocation of any license or permit for installation, maintenance, and operation of facilities on lands owned by parties other than CPPA or its members, and restraint by court or public authority, which by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

13. No Dedication Of Facilities

(a) Undertakings by the Parties under this agreement are solely to enable PGandE to distribute to CPPA and CPPA to receive from PGandE electricity for CPPA's own use in accordance with this agreement and pursuant to filed tariffs and nothing in this agreement shall constitute the dedication of all or any part of PGandE's system to any

other purpose or to any other person or to the public, or affect the status of PGandE as an independent electric system.

(b) The several provisions of this agreement are not intended to and shall not create rights or to establish any standards of conduct of any character whatsoever in favor of any persons, corporations, entities, or associations, or anyone else, other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

14. Term

(a) This agreement shall be effective on the date it is permitted to become effective by FERC; provided, that this agreement is expressly conditioned upon FERC's acceptance of all provisions hereof, without change or condition, and will not become effective unless so accepted.

(b) This agreement, once effective, shall remain in effect for one year and shall continue in effect thereafter until terminated by either Party giving to the other 30 days advance written notice of such termination; provided, that CPPA shall not be relieved of any obligation accrued hereunder prior to any such termination nor of any charges that may be applicable upon any such termination.

15. Change Of Status For Preference Load

(a) Services under this agreement are furnished by PGandE as an accommodation to CPPA to enable CPPA and its

local public agency members to make beneficial use of New Melones Entitlement Power made available under Public Law 87-874. Such services are provided solely because CPPA and its member entities would not otherwise be able to make significant beneficial use of such New Melones Entitlement Power.

(b) In the event that a load of any member of CPPA qualifies for service under other transmission contract arrangements between PGandE and Western, and such member chooses to and obtains an allocation of Central Valley Project power and a contract for the purchase of such power from Western, all other loads, if any, of that member will no longer be eligible for services under this agreement.

16. Supplemental Power Contract

PGandE may, as a condition to receiving service under this agreement, require any CPPA member agency to contract for supplemental power when, in PGandE's estimate, it is likely that the aggregate power requirements of other members plus such member's power requirements may exceed the amount of New Melones Entitlement Power available. Such supplemental power will be furnished under the terms and conditions of PGandE's applicable filed tariffs.

17. Dependent On Western/PGandE Contract

Services under in this agreement are contingent on the continuation of a contract between Western and PGandE

which provides for the transmission of Western power from the Tracy interconnection to Valley Spring Substation. Nothing herein shall obligate PGandE to maintain such a contract in existence or to replace it with another such contract once it terminates. PGandE will use its best efforts to enter into a contractual relationship with Western in order to reestablish distribution services.

18. Availability Of New Melones Power

Power deliveries under provisions of this agreement may begin only after New Melones Entitlement Power is legally and administratively made available for delivery to CPPA by Western.

19. Continuity Of Electric Service

The delivery of capacity and energy hereunder, unless otherwise specified in this agreement, shall be made continuously except for (1) interruptions or reductions due to uncontrollable forces, as defined herein, (2) interruptions or reductions due to operation of devices installed for power system protection, (3) temporary interruptions or reductions which, in the opinion of the delivering Party, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection, and (4) for construction of additions to existing facilities at times agreed. Except in case of emergency as determined by it, PGandE will give CPPA reasonable advance notice of such temporary interruptions or reductions.

20. Characteristics Of Capacity And Energy

Electric capacity and energy supplied under this agreement will be three-phase, alternating current, at a nominal frequency of 60 cycles per second.

21. Control And Maintenance Of Facilities

PGandE's facilities shall at all times be and remain in the exclusive possession and control of PGandE and this agreement shall not be construed to grant to CPPA, or any of its member agencies any rights of ownership in or possession of any of said facilities.

22. Indemnity

CPPA shall save harmless and indemnify PGandE, its directors, officers, and employees against and from any and all loss and liability for injuries to persons including employees of PGandE, and property damages including property of PGandE arising out of or in any way connected with PGandE's performance under this agreement. This indemnity and save harmless provision shall apply notwithstanding the active or passive negligence of PGandE. PGandE shall not be indemnified hereunder for liability or loss resulting from its sole negligence or willful misconduct. CPPA shall, on PGandE's request, defend any suit asserting a claim covered by this indemnity and shall pay all costs, including reasonable attorney fees, that may be incurred by PGandE in enforcing this indemnity.

22. Waivers

Any waiver at any time by either Party hereto of its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

23. Notices

Any notice, demand, or request required or authorized by this agreement shall be deemed properly given if mailed either to PGandE directed to its "Manager, Commercial Department, PGandE Gas and Electric Company, 77 Beale Street, San Francisco, California 94106" or to CPPA directed to "Chairman, Board of Directors, Calaveras Public Power Agency, 891 Mountain Ranch Road, San Andreas, California 95249" as appropriate. The designation of the person to be notified or the address

to which the notice is to be mailed may be changed at any time by written notice.

Agreed to this 10th day of September, 1982.

CALAVERAS PUBLIC POWER AGENCY

By Steve Felti
Chairman, Board of Directors

PACIFIC GAS AND ELECTRIC COMPANY

By J. M. Stearns
Manager, Commercial Department

APPENDIX A

Rates applicable to distribution, metering, meter reading, and other associated services by PGandE for Calaveras Public Power Agency shall be as listed below, subject at all times to such changes as FERC may direct.

Said rates and losses shall be the sum of:

- a. Rate for distribution service from PGandE's Valley Springs Substation to Calaveras County loads, shall be .01964 \$/kwh. **
- b. Rate for supplemental meter reading and other associated services shall be .0010 \$/kwh.
- c. Losses associated with these deliveries by PGandE will be reimbursed in kind to PGandE at the rate of 4.5% on all kwh's and kw's so distributed.

** Changed to \$.015929 \$/kWh
PG&E FERC Rate Schedule 75
Supplement #2
FERC Docket #ER 86107-000
filed by PG&E on Nov 1, 1985

Agenda Item

DATE: March 1, 2022

TO: Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

RE: District Grease Interceptor Policy Review

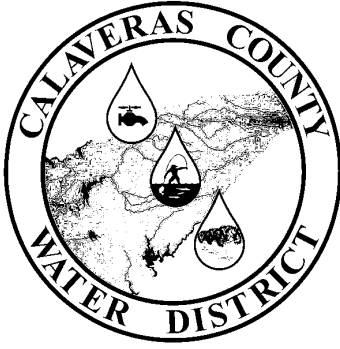
SUMMARY

Included in the District Standards is the Fat, Oils and Grease Control (FOG) Regulation. The FOG Regulation was developed to monitor and control “grease blockages” which cause sewer overflows for food-service businesses. This requirement is also a component of the State mandated Sanitary Sewer Management Plan (SSMP). All restaurants and other establishments with common food preparation facilities shall have a grease trap. Standards for grease traps for restaurants are as follows:

- The grease interceptor shall be located outside the building so that it is readily and easily accessible for cleaning and inspection.
- The grease interceptor shall be sized and installed pursuant to the *California Code of Regulations Title 24, Part 5, also known as the California Plumbing Code*.
- All floor drains from the kitchen area shall be plumbed separately and connected to the building's sewer downstream of the grease interceptor.
- All restroom facilities shall be plumbed separately and connected to the building's sewer downstream of the grease interceptor.
- The discharger shall adequately maintain the grease interceptor so that it is in proper working order at all times.

All other commercial businesses, including service stations, car washes, and similar establishments as determined by the District as categorically inclusive, shall have a grease and sand trap as specified in the District's Standards. The restrooms of such establishments shall be plumbed separately and connected to the building sewer downstream of the trap.

Article VII of Ordinance 84-1 includes this grease interceptor requirement and provisions for maintenance.



**CALAVERAS COUNTY
WATER DISTRICT**

GREASE INTERCEPTOR REQUIREMENTS

GREASE INTERCEPTOR REQUIREMENTS

GENERAL

The following information is intended to assist in the sizing and installation of a Grease Interceptor. A component of the District's Sanitary Sewer Management Plan (SSMP) requires that all food service businesses remove fats, oils, and grease (FOG) from their wastewater to protect the District's sewage system from overflows. The County Environmental Health typically will require a review from the District to determine the need for a grease interceptor.

If required, an approved exterior grease interceptor complying with District requirements shall be installed in the waste line leading from the fixtures or equipment that may discharge FOG from establishments such as restaurants, cafes, bars, hotels, delis, etc., into the District's sewage system. Interior grease traps are not allowed due to the potential health concerns where the grease trap operations are functioning in the same area as food preparation. A grease interceptor is not required for residential units. Drainage conveying sanitary waste (toilets, lavatories, etc.) shall not be connected to the influent side of the grease retention unit.

Where food waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through the grease interceptor. All other fixtures and drains receiving kitchen or food preparation wastewater shall pass through the grease interceptor. All plumbing is to be in accordance with the latest version of the Uniform Plumbing Code (UPC).

RESPONSIBILITIES

The owner of the property is solely responsible for the costs of installation, inspection, cleaning, and maintenance. Failure to clean and maintain the interceptor/trap may result in violations, fines, and civil action. CCWD performs periodic inspections and will advise the owner of any deficiencies.

REQUIREMENTS

The attached Grease Interceptor Approval form is to be submitted with a plan showing the proposed interceptor location and kitchen plumbing (see sample site plan). Grease Interceptors shall be sized and installed in accordance with these standards and the latest version of the UPC.

- **New Food Service Establishments in New Buildings**

All new food service establishments shall be required to install at least a 500-gallon outdoor grease interceptor, unless otherwise approved by the District in writing. New buildings or commercial centers are to be planned to allow the minimum clearances for an exterior, in-ground grease interceptor.

No new food service establishment will be allowed to initiate operations until the grease interceptor is installed by the owner, and inspected by the District.

- **New Food Service Establishments in Existing Buildings**

Where practical, food service establishments located in existing buildings will be required to comply with the requirements applicable to new construction. Where it is physically impossible to install outdoor interceptors, internal in-floor recessed grease traps may be allowed, provided prior approval of unit type, size, and location is obtained from the District.

SIZE

The sizing of the interceptor is based on the number of drainage fixture units (DFU) and trap size that may convey grease to the sewer system, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, soup kettles, and floor drains. The size of the interceptor is selected from the table below using the total DFU's as calculated from the Approval form (see attached) and rounding up to the next size.

Gravity Grease Interceptor Size ¹	
DFUs	Size (gallons)
0-7	As Approved by District
8	500
21	750
35	1000
90	1250
172	1500
216	2000
307	2500
342	3000
428	4000
¹ See UPC Chapter 10, 1014.3. Example: Typical fast food kitchen: 3 floor drains @ 2 DFU's ea = 6 DFU's 1 Mop Sink @ 3 DFU's = 3 DFU's 1 Food prep Sink @ 3 DFU's = 3 DFU's Dishwasher @ 4 DFU's = 4 DFU's Total = 16 DFU's A 750 gal grease interceptor is required.	

INSTALLATION

All grease interceptors are to be installed outside of the structure being served. Prior to installation, a manufacturer's tank submittal sheet is to be provided to the District's inspector showing dimensions. Access manholes are to have concrete grade rings and cast iron lids. Interceptors located in a traffic area are to be rated for traffic loading. Excavations for interceptors, close to a structure, shall maintain a clearance of at least forty-five degrees from the bottom of the structure's foundation.

Handling and placement of the tank is to be in accordance to the manufacturer's guidelines and to the backfill requirements of the District.

INSPECTION

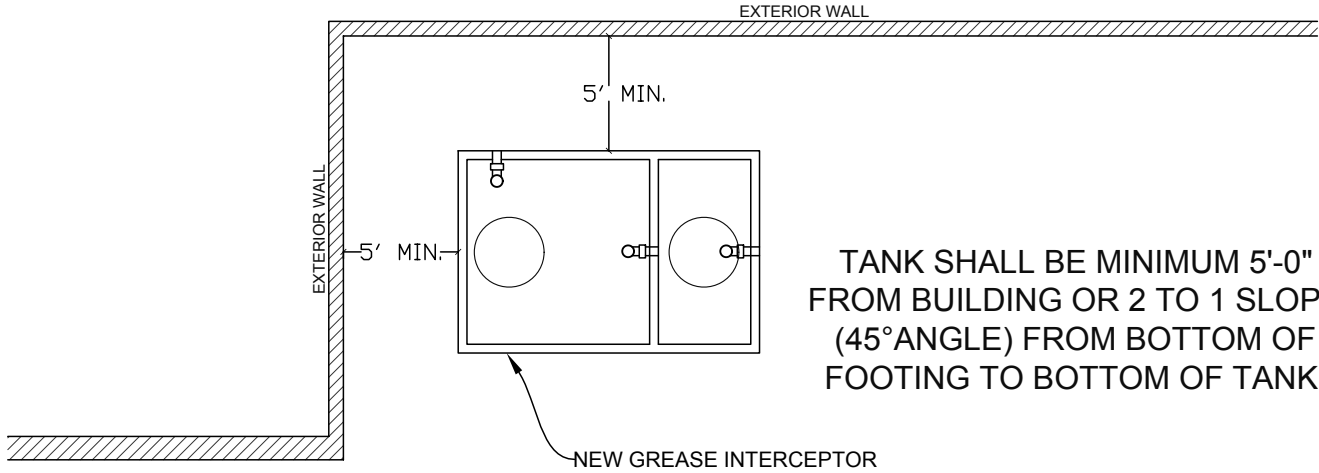
All work is to be inspected by the District. A forty-eight (48) hour notice is required prior to start of installation. Excavations shall be left open until the inspector has reviewed the installation. The grease interceptor shall be hydrostatically tested for infiltration by filling the interceptor to the top of the frame with water and letting it stand for 24 hours for adsorption. The interceptor shall be refilled and the water level measured after one hour. The interceptor is watertight if the water level does not change.

ABANDONMENT

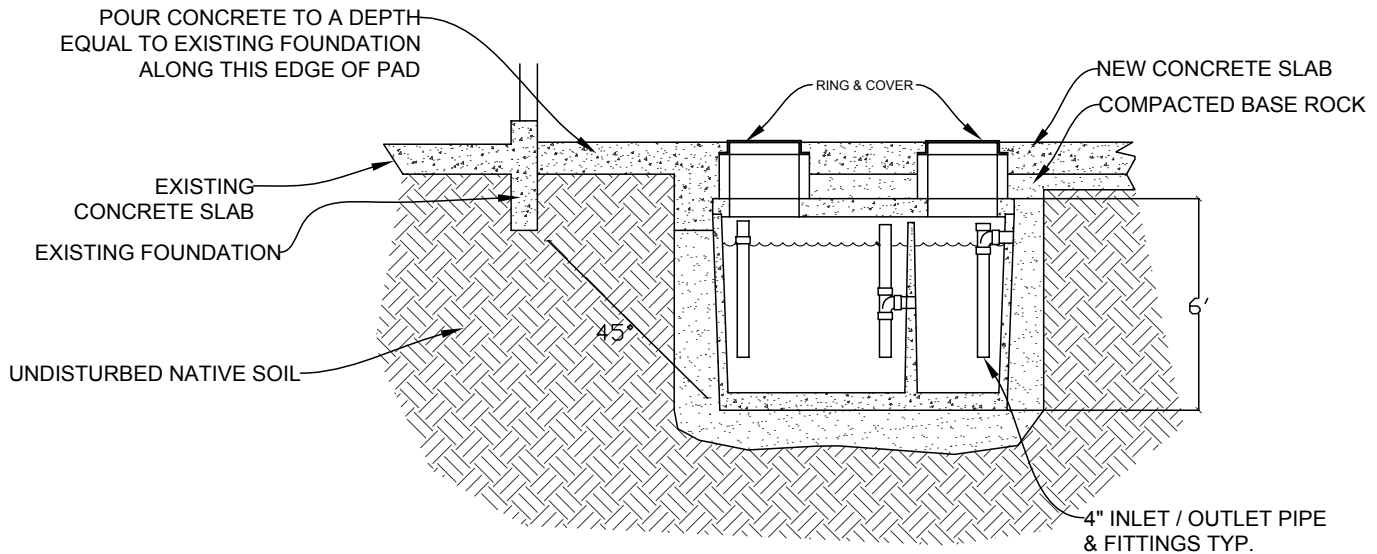
Interceptors to be abandoned shall be pumped and filled with Class 2 AB.

END

KITCHEN



TANK SHALL BE MINIMUM 5'-0"
FROM BUILDING OR 2 TO 1 SLOPE
(45° ANGLE) FROM BOTTOM OF
FOOTING TO BOTTOM OF TANK.



SIDE VIEW

CALAVERAS COUNTY WATER DISTRICT		
SEWER DETAILS GREASE INTERCEPTOR		
DRAWN BY: CCWD STAFF	SCALE: NONE	CCWD STANDARD DRAWING NO.
APPROVED: RBC	DATE: DEC 2008	



CALAVERAS COUNTY WATER DISTRICT

120 Toma Court • San Andreas, CA 95249 • (209) 754-3543 • www.ccwd.org

GREASE INTERCEPTOR APPROVAL

Applicant Name: _____

APN #: _____

Type of food establishment: _____

Previous Use (if applicable): _____

Kitchen Plumbing Plan and Site Plan submitted (see attached sample)
The table below is to be filled out for those food preparation fixtures that drain to the grease trap.

TYPE OF DRAINAGE FIXTURE (DFU)	# FIXTURES	SIZE	DFU VALUE*	TOTAL
TOTAL DFU'S				

* Use the latest version of the UPC.

Size of Grease Interceptor: _____ gallons (from grease Interceptor size Table)

I certify that the above information is correct to the best of my knowledge. Also, I understand that CCWD performs inspections on the grease interceptor on behalf of the County and a fee will be charged for inspection. I acknowledge receipt of the Grease Interceptor Standards and understand that the no food operations can be initiated until the grease inceptor passes inspection.

Signature: _____

Date: _____

Approved by CCWD: _____

Date: _____

ORDINANCE NO. 84-1

CALAVERAS COUNTY WATER DISTRICT WASTEWATER DISTRICT REGULATION ORDINANCE
REGULATING THE USE, INSTALLATION AND MAINTENANCE AND REGULATING SEWERING OF
WASTEWATER DISTRICTS AS ESTABLISHED BY CALAVERAS COUNTY WATER DISTRICT

BE IT ORDAINED by the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT as follows:

ARTICLE I

Definitions

Section 1. 1. Definitions. For the purpose of this Ordinance the terms used herein are defined as follows:

Section 1. 2. District is the CALAVERAS COUNTY WATER DISTRICT.

Section 1. 3. Board is the Board of Directors of said District.

Section 1. 4. Secretary is the Secretary of the Board.

Section 1. 5. County is the County of Calaveras.

Section 1. 6. Engineer is the Engineer appointed by and acting for the Board and shall be a Registered Engineer.

Section 1. 7. District Inspector is the Inspector acting for the Board and may be the District Superintendent, District Engineer or Inspector appointed by the Board or General Manager of the District.

Section 1. 8. Person is any human being, firm, company, partnership, association and private, public or municipal corporations, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.

Section 1. 9. Permit is any written authorization required pursuant to this or any other rule, regulation or ordinance of District for the installation of any sewage works.

Section 1.10. Building is any structure used for human habitation or a place of business, recreation or other purposes and containing sanitary facilities.

Section 1.11. Applicant is the person making application for a permit for a sewer installation and shall be the owner of premises to be served by the sewer for which a permit is requested, or owner's authorized agent.

Section 1.12. Contractor is an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the permit or shall be the owner or owner's agent.

Section 1.13. Street is any public highway, road, street, avenue, alley, way, easement or right of way.

Section 1.14. Sewage Works are all facilities for collection, pumping, treating and disposing of sewage.

Section 1.15. Sewage is a combination of water-carried wastes from buildings and industrial establishments connected to sewage works of the District.

Section 1.16. Industrial Wastes are the liquid wastes from industrial processes as distinct from sewage.

Section 1.17. Sewer is a pipe or conduit which carries sewage and/or industrial wastes to which storm, surface and ground waters are not intentionally admitted.

Section 1.18. Public Sewer is a sewer lying within a street or easement and which is controlled by or under the jurisdiction of the District.

Section 1.19. Side Sewer is the part of the horizontal piping beginning at the foundation wall of any building and terminating in the main sewer or septic tank.

Section 1.20. House Sewer is any sewer beginning at the plumbing or drainage outlets of any buildings and running to the property line or to a point of connection as provided by the District.

Section 1.21. Lateral Sewer is the portion of the side sewer within a public street or easement.

Section 1.22. Outside Sewer is a private sewer beyond the limits of the District.

Section 1.23. Private Sewer is one which has an independent sewage disposal not connected with a public sewer and which is beyond the limits of the District.

Section 1.24. Wastewater District is any Improvement District, Assessment District or any other District or Area of Service established by the Board to provide for public sewer service.

Section 1.25. Improvement Standards are the Improvement Standards adopted by the District and all subsequent additions, deletions or revisions thereto.

Section 1.26. Standard Construction Specifications are the Standard Construction Specifications adopted by the District and all subsequent additions, deletions or revisions thereto.

ARTICLE II

General Provisions

Section 2. 1. Rules and Regulations. The following rules and regulations respecting sewer construction and disposal of sewage and drainage of buildings and connection to the sewage works of said District are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

Section 2. 2. Purpose. This Ordinance is intended to provide certain minimum standards, provisions and requirements for design, methods of construction and use of materials in sanitary sewage facilities in lateral sewers hereafter installed, altered or repaired.

Section 2. 3. Short Title. This Ordinance shall be known as the Calaveras County Water District Wastewater District Regulation Ordinance.

Section 2. 4. Posting. Upon adoption, this Ordinance shall be entered in the minutes of the Board and shall be posted in three (3) public places in the District within ten (10) days following its passage and shall take effect thirty (30) days from the date of its adoption.

Section 2. 5. Violation Unlawful. Following the effective date of this Ordinance it shall be unlawful for any person to connect to, construct, install or provide, maintain and use any other means of sewage disposal from any building in an established Wastewater District except by connection to the public sewer in the manner as herein provided.

Section 2. 6. Relief on Application. When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises.

If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

Section 2. 7. Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and Ordinance should be suspended or modified as applied to a particular premises and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

ARTICLE III

Use of Public Sewers Required

Section 3. 1. Disposal of Wastes. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner upon public or private property within any established Wastewater District any human excrement, garbage or other objectionable waste.

Section 3. 2. Treatment of Wastes Required. It shall be unlawful to discharge to any stream or water course any sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this Ordinance.

Section 3. 3. Unlawful Disposal. Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit or other facility intended or used for disposal of sewage within an established Wastewater District.

Section 3. 4. Occupancy Prohibited. No building, industrial facility or other structure within an established Wastewater District shall be occupied until the owner of the premises has complied with rules and regulations of the District and this Ordinance.

Section 3. 5. Sewer Required. The owner of any building situated within an established Wastewater District and which is to be occupied is hereby required (at owner's expense) to connect said building directly with the public sewer in accordance with the provisions of this Ordinance, within ninety (90) days after the date of official notice to do so.

ARTICLE IV

Private Sewage Disposal Within Established Wastewater Districts

Section 4. 1. Sewer Not Available. Where a public sewer is not available under the provisions of Section 3.5 (Sewer Required), the building sewer shall be connected to a private sewage disposal system complying with the rules, regulations and Ordinances of the County.

Section 4. 2. Permit Required. Prior to securing a permit from the County for the construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the District Superintendent indicating that public sewer service is not available.

Section 4. 3. Cost of Maintenance by Owner. The owner shall operate and maintain the permitted private sewage disposal facilities in a sanitary manner at all times, at no expense to the District.

Section 4. 4. Additional Requirements. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by any law, ordinance, rule or regulations, or by the Health Officer of the County.

ARTICLE V

Building Sewers, Lateral Sewers and Connections

Section 5. 1. Permit Required. In accordance with Article X (Miscellaneous Provisions) of this Ordinance, no person shall construct a building sewer, lateral sewer or make a connection with any public sewer without first obtaining a written permit from the District and paying all fees and connection charges as required herein and as required by the Resolution establishing Sewer Service Charges for the Wastewater District of concern.

Section 5. 2. Construction Requirements. Construction and inspection of building sewers and lateral sewers shall be in accordance with the Standard Construction Specifications and Improvement Standards of the District.

Section 5. 3. Separate Sewers. No two adjacent lots fronting on the same street shall be permitted to join in the use of the same side sewer. Every building, commercial or industrial facility must be separately connected with a public sewer if such public sewer exists in the street upon which the property abuts or in an easement which will serve said property.

Section 5. 4. Old Building Sewers. Old building sewers may be used in connection with the new buildings only when they are found, upon examination and test by the District Inspector, to meet all requirements of the District.

Section 5. 5. Sewer Too Low. In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by artificial means, approved by the District Inspector, and discharged to the public sewer at the expense of the owner.

Section 5. 6. Protection of Excavation. All excavations for side sewer installation shall be adequately guarded with barricades or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be restored in a manner satisfactory to the District and/or the County or any other agency having jurisdiction thereover.

Section 5. 7. Maintenance or Repair of Side Sewer. Side sewers shall be maintained or repaired by the owner of the property served thereby.

ARTICLE VI

Public Sewer Construction

Section 6. 1. Permit Required. In accordance with Article VIII (Permits and Fees) of this Ordinance, no person shall construct, extend or connect to any public sewer without first obtaining a written permit from the District and paying all fees and connection charges and furnishing bonds as required therein. The provisions of this Section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the District.

Section 6. 2. Design and Construction Standards. Minimum standards for the design and construction of sewers within the District shall be in accordance with the applicable provisions of the ordinances, rules, regulations and with the Improvement Standards and Standard Construction Specifications heretofore or hereafter adopted by the District, copies of which are on file in the District office. The District or the District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

"As-built" drawings showing the actual location of all mains, structures, Ys, Ts, laterals and cleanouts shall be filed with the District before final acceptance of the work.

ARTICLE VII

Use of Public Sewers

Section 7. 1. Drainage Into Sanitary Sewers Prohibited. No leaders from roofs and no surface drains for rain water shall be connected to any sanitary sewer. No surface or subsurface drainage, rain water, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

Section 7. 2. Types of Wastes Prohibited. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (a) Any liquid or vapor having a temperature higher than 150°F.
- (b) Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease.
- (c) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
- (d) Any garbage that has not been properly shredded. Properly shredded garbage shall mean the wastes from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.
- (e) Any ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.
- (f) Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
- (g) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to human or animals, or create any hazard in the receiving waters of the sewage treatment plant.
- (h) Any waters or wastes containing suspended solids or dissolved matter of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.
- (i) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (j) Any septic tank sludge.

Section 7. 3. Interceptors Required. Grease, oil and sand interceptors (traps) shall be provided when, in the opinion of the District Inspector, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for buildings used for residential purposes. All interceptors shall be of a type and capacity approved by the District Inspector and shall be located as to be readily and easily accessible for cleaning and inspection.

Section 7. 4. Maintenance of Interceptors (Traps). All grease, oil and sand interceptors shall be maintained by the owner, at owner's expense, in continuously efficient operation at all times.

Section 7. 5. Preliminary Treatment of Wastes. The admission into the public sewers of any waters or wastes having (a) a 5-day Biochemical Oxygen Demand greater than 300 parts per million by weight, or (b) containing more than 350 parts per million by weight of suspended solids, or (c) containing any quantity of substance having the characteristics described in Section 7.2, or (d) having an average daily flow greater than two per cent (2%) of the average daily sewage flow of the District, shall be subject to the review and approval of the District Inspector. Where necessary in the opinion of the District Inspector, the owner shall provide, at owner's expense, such preliminary treatment as may be necessary to (a) reduce the Biochemical Oxygen Demand to 300 parts per million and the suspended solids to 350 parts per million by weight, or (b) reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 7.2, or (c) control the quantities and rates of discharge of such waters or wastes.

Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the District Inspector and of the Water Pollution Control Board of the State of California and no construction of such facilities shall be commenced until said approvals are obtained in writing.

Section 7. 6. Maintenance of Pretreatment Facilities. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at owner's expense.

Section 7. 7. Control Manholes. When required by the District the owner of any property served by a side sewer carrying industrial wastes shall install a suitable control manhole in the side sewer to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the District Engineer. The manhole shall be installed by the owner, at owner's expense, and shall be maintained by owner so as to be safe and accessible at all times.

Section 7. 8. Measurement and Tests. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Sections 7.2 and 7.5 shall be determined in accordance with standard methods and shall be determined at the control manhole provided for in Section 7.7, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the side sewer is connected.

Section 7. 9. Special Agreements. No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefor by the industrial concern and subject to such terms and conditions as might be required by District.

Section 7.10. Swimming Pools. It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer without first giving notice and receiving written permission from the District Inspector.

ARTICLE VIII

Permits and Fees

Section 8. 1. Permit Required. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance or perform any work on any sewer or drainage system without first obtaining a written permit from the District.

Section 8. 2. Application for Permit. Any person, legally entitled to apply for and receive a permit, shall make such application on forms provided by the District for that purpose. Applicant shall give a description of the character of the work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The District may require plans, specifications or drawings and such other information as may be deemed necessary.

If the District determines that the plans, specifications, drawings, descriptions or information furnished by the applicant is in compliance with the ordinances, rules and regulations of the District, it shall issue the permit applied for upon payment of the required fees as hereinafter fixed.

Section 8. 3. Compliance With Permit. After approval of the application, evidenced by the issuance of a permit, no change shall be made in the location of the sewer, the grade, materials or other details from those described in the permit or as shown on the plans and specifications for which the permit was issued except with written permission from the District, the District Inspector or other authorized representative.

Section 8. 4. Agreement. The applicant's signature on an application for any permit as set forth in Section 8.5 hereof shall constitute an agreement to comply with all of the provisions, terms and requirements of the ordinances, rules, regulations, Improvement Standards and Standard Construction Specifications of the District, and with the plans and specifications filed with the application, if any, together with such corrections or modifications as may be required by the District. Such agreement shall be binding upon the applicant and may be altered only by the District upon written request for alteration from the applicant.

Section 8. 5. Classes of Permits. There shall be four (4) classes of permits, as follows:

(a) Single family residential building sewer permit.

(b) Multi-family residential, commercial or industrial building sewer connection permit.

(c) Public sewer construction permit.

(d) Private sewage permit as defined in Article IV, Section 4.2 (Private Sewage Disposal, Permit Required) of this Ordinance.

Section 8. 6. Fees and Connection Charges. All connection charges, fees and other charges in the District and in areas annexed thereto, as set forth in the ordinances, rules and regulations of the District as heretofore and hereafter fixed, shall be paid and complied with in the manner provided in said ordinances, rules and regulations.

Section 8. 7. Disposition of Fees. All fees collected on behalf of the District shall be deposited with the proper authority provided by the District to receive such funds.

Section 8. 8. All Work to be Inspected. All sewer construction work shall be inspected by an inspector acting for the District to insure compliance with all requirements of the District. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the District's public sewer until the work covered by the permit has been completed, inspected and approved by the District Inspector. If the test proves satisfactory, the Inspector shall issue a certificate of satisfactory completion.

Section 8. 9. Notification. It shall be the duty of the person doing the work authorized by permit to notify the office of the District in writing that said work is ready for inspection. Such notification shall be given not less than twenty-four (24) hours before the work is to be inspected. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the District before giving the above notification.

Section 8.10. Condemned Work. When any work has been inspected and the work condemned and no certification of satisfactory completion given, a written notice to the effect shall be given instructing the owner of the premises, or the agent of such owner, to repair the sewer or other work authorized by the permit in accordance with the ordinances, rules and regulations of the District.

Section 8.11. All Costs Paid by Owner. All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the owner. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the work.

Section 8.12. Permits for Outside Sewers. Permission shall not be granted to connect any lot or parcel of land outside the District to any public sewer in or under the jurisdiction of the District unless a permit therefor is obtained. The applicant shall first enter into a contract in writing whereby applicant shall bind applicant, applicant's heirs, successors and assigns to abide by all ordinances rules and regulations in regard to the manner in which such sewer shall be used, the manner of connecting therewith and drainage in connection therewith, and also shall agree to pay in advance all fees required for securing the permit and a monthly or annual fee in the amount set by the District for the privilege of using such sewer.

Section 8.13. Permit Optional. The granting of such permission in any event shall be optional with the Board.

Section 8.14. Special Outside Agreements. Where special conditions exist relating to an outside sewer, they shall be the subject of a special contract between the applicant and the District.

Section 8.15. Street Excavation Permit. A separate permit must be secured from the State, County or any other Agency having jurisdiction thereover by owners or contractors intending to excavate in a public street for the purpose of installing sewers or making sewer connections.

Section 8.16. Liability. The District and its officers, agents and employees shall not be answerable for any liability or injury or death to any person or damage to any property arising during or growing out of the performance of any work by any such applicant. The applicant shall be answerable for, and shall save the District and its officers, agents and employees harmless from any liability imposed by law upon the District or its officers, agents or employees, including all costs, expenses, fees and interest incurred in defending same or in seeking to enforce this provision. Applicant shall be solely liable for any defects in the performance of applicant's work or any failure which may develop therein.

Section 8.17. Time Limit on Permits. If work under a permit be not commenced within six (6) months from the date of issuance or if after partial completion the work be discontinued for a period of one year, the permit shall thereupon become void and no further work shall be done until a new permit shall have been secured. A new fee shall be paid upon the issuance of said new permit.

ARTICLE IX

Enforcement

Section 9.1. Investigation Powers. The officers, inspectors, managers and any duly authorized employees of District shall carry evidence establishing their position as an authorized representative of District and upon exhibiting the proper credentials and identification shall be permitted to enter in and upon any and all buildings, industrial facilities and properties for the purposes of inspection, re-inspection, observation, measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the ordinances, rules and regulations of the District.

Section 9. 2. Violation. Any person found to be violating any provision of this or any other ordinance, rule or regulation of District, except Section 10.1 hereof, shall be served by the Inspector or other authorized person with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than two (2) nor more than seven (7) working days. The offender shall, within the period of time stated in such notice, permanently cease all violations. All persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this or any other ordinance, rule or regulation of the District. Upon being notified by the Inspector of any defect arising in any sewer or of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same.

Section 9. 3. Public Nuisance. Continued habitation of any building or continued operation of any industrial facility in violation of the provisions of this or any other ordinance, rule or regulation of District is hereby declared to be a public nuisance. District may cause proceedings to be brought for the abatement of the occupancy of the building or industrial facility during the period of such violation.

Section 9. 4. Disconnection. As an alternative method of enforcing the provisions of this or any other ordinance, rule or regulation of District, the District shall have the power to disconnect the user or subdivision sewer system from the sewer mains of the District. Upon disconnection the Inspector shall estimate the cost of disconnection from and re-connection to the system and such user shall deposit the cost, as estimated, of disconnection and re-connection before such user is re-connected to the system. The District shall refund any part of the deposit remaining after payment of all costs of disconnection and re-connection.

Section 9. 5. Abatement. During the period of such disconnection, habitation of such premises by human beings shall constitute a public nuisance, whereupon District shall cause proceedings to be brought for the abatement of the occupancy of said premises by human beings during the period of such disconnection. In such event, and as a condition of re-connection, there is to be paid to District a reasonable attorney's fee and cost of suit arising in said action.

Section 9. 6. Water Cut Off. As an alternative remedy for such violations, District may cause District water service to said premises to be discontinued during the period of violation.

Section 9. 7. Means of Enforcement Only. District hereby declares that the foregoing procedures are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations, and not as a penalty.

Section 9. 8. Liability and Penalties for Violation. Any person violating any of the provisions of the ordinances, rules or regulations of District shall become liable to District for any expense, loss or damage occasioned by District by reason of such violation.

(a) Pursuant to Section 4766 of the California Health and Safety Code a violation of any provision of this Ordinance is a misdemeanor, punishable by a fine of not to exceed One Thousand Dollars (\$1,000.00), imprisonment not to exceed thirty (30) days, or both.

(b) Each and every day during any portion of which any violation occurs shall constitute a separate offense.

ARTICLE X

Miscellaneous Provisions

Section 10. 1. Protection From Damage. No unauthorized person shall maliciously, wilfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the District's sewage works. Any person violating this provision shall be subject to the penalties provided by law.

Section 10. 2. Separability. If any section, sub-section, sentence, clause or phrase of this Ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provisions to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, sub-section, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared to be unconstitutional.

PASSED AND ADOPTED this 13th day of September, 1984, by the following vote:

AYES: Directors Johnson, Neilsen, Clark, Silveira and Queirolo

NOES: None

ABSENT: None

CALAVERAS COUNTY WATER DISTRICT



President

ATTEST:



Secretary

Effective Date of Ordinance: October 12, 1984

LAW OFFICES OF
GEORGE A. HUBERTY
7 N. MAIN STREET
P. O. BOX 667
SAN ANDREAS, CALIFORNIA 95249
TELEPHONE (209) 754-3863

October 3, 1985

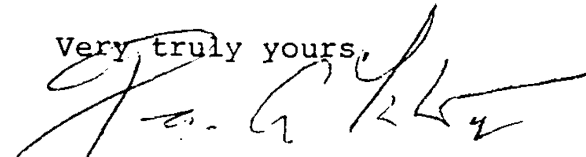
TO WHOM IT MAY CONCERN:

I am an attorney authorized to practice law in the State of California and the attorney for Calaveras County Water District. I have reviewed the Grantee's enacted Sewer Use Ordinance. This Ordinance meets the requirements of Federal Regulations 40 CFR 35.2130 in that:

1. It prohibits any new connections from inflow sources to the sanitary sewer portions of the sewer system; and
2. It requires new sewers and connections to the sewer system to be properly designed and constructed.

It is my opinion that the Grantee has the legal authority to enforce these provisions of the Sewer Use Ordinance upon all existing and future users of the wastewater treatment works.

Very truly yours,



GEORGE A. HUBERTY

GAH:ke

ORIGINAL IN ADMINISTRATIVE/GENERAL--
SEWER ORDINANCE

Agenda Item

DATE: March 1, 2022

TO: Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Operations Department

RE: Mokelumme River Middle Fork Pump Station Easement

SUMMARY:

East Bay MUD reached out to the District about 2 years ago asking for an easement on our property that is on the Middle Fork of the Mokelumme River. This Easement would provide East Bay MUD with a 10'x10' area in the corner of our lot to put in stream gaging equipment for the Middle Fork.

Right now, their stream gaging equipment is located on the Middle Fork very close to the bridge on Hwy 26. East Bay MUD has had numerous issues with their equipment getting vandalized since it is so close to the public.

Our property on the Middle Fork houses a pump station that delivers water to our West Point water treatment plant during the times that water can not be delivered from Bear Creek. East Bay MUD's stream gaging equipment will not be in the District's way.

Staff will be presenting this item to the full Board at the March 9, 2022 meeting.

FINANCIAL CONSIDERATIONS:

None.

RECORDING REQUESTED BY
REQUESTED BY
EAST BAY MUNICIPAL UTILITY DISTRICT

NAME

WHEN RECORDED MAIL TO
East Bay Municipal Utility District
P. O. Box 24055 - MS #903
Oakland, CA 94623
Attn: Real Estate Services (RK)

R/W 5643

Hydrometer – Middle Fork Mokelumne

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APN: 010-012-083-000;
010-012-084-000;

Pursuant to Government Code section 27383, Grantee is exempt from paying recording fees. R&T
11911 - Consideration is less than \$100
Certificate of Acceptance Attached

GRANT OF EASEMENT

THIS INDENTURE, made by and between CALAVERAS COUNTY WATER DISTRICT, a public corporation organized and existing under the laws of the State of California, hereinafter called the Grantor, and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California, hereinafter called the Grantee,

WITNESSETH:

THAT the Grantor, for a good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants to the Grantee and to its successors and assigns a perpetual non-exclusive easement including ingress and egress, for the purpose of constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using, facilities necessary for the collection and transmission of hydrographic data, including all necessary braces, connections, fastenings, footings, sensors, antennas, solar panels, conduit, and other appliances and fixtures, in, under, along and across that certain real property described in **Exhibit "A" ("Property")**, attached hereto and made a part hereof, the Easement Area is as described on the attached Exhibit A, and is the only area granted to Grantee to access under this document. Any construction, reconstruction, removing, replacing, or repairing the facilities installed per this easement shall be done only after Grantor approves the proposed work. Grantee shall notify Grantor of the proposed work at least 15 business days before commencing any work and Grantor shall have the ability to disapprove the work if the work would impact Grantor's operations on the Property. Notwithstanding the above, Grantee's easement and use shall not in any way impact Grantor's

operations on the Property, and Grantee shall not be entitled to claim it has any superior right to Grantor to operate on the Property.

TOGETHER with the right of ingress to and egress from said right-of-way and the right at all times to enter in, over and upon said right-of-way and every part thereof and also to use said right-of-way for all purposes connected with the constructing, reconstructing, replacing, removing, repairing, maintaining, operating and using said facilities.

The Grantee agrees upon the completion of any of its works hereunder to restore as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the Grantee and the Grantee's successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this indenture this _____ day of _____, 20____.

CALAVERAS COUNTY WATER DISTRICT,
a public corporation

By: _____
Its: _____

EXHIBIT "A"

Parcel 1

That part of a portion of the S.W. ¼ of Section 11, T. 6 N., R. 13 E., M.D.B. & M., Calaveras County, California, as conveyed to Gerald & Elizabeth Barry by deed recorded in Book 179 at Page 223 Official Records of said County, lying within the following described parcel:

Beginning at the most Southerly corner of Lot 69, as shown on that certain Record of Survey Map filed in the Office of the County Recorder of said Calaveras County in Book 7 of Record of Surveys at Page 53 B thereof, said point being the True Point of Beginning; thence North 51° 20' West, along the Southerly line of said Lot 69, 125.00 feet; thence leaving said Southerly line, North 60° 57'40" East, 192.89 feet to a point on the Northerly line, 45.00 feet to the Northeast corner of said Lot 69; thence South 36° 18' West, along the Easterly line of said Lot 69, 173.19 feet to the True Point of Beginning.

Parcel 2

That part of a portion of the S.W. ¼ of Section 11, T. 6 N., R. 13 E., M.D.B. & M., Calaveras County, California, as conveyed to Alert A. and Hilda M. Huntley by deed recorded in Book 121 at Page 262 Official Records of said County, lying within the following described parcel:

Beginning at the most Northerly corner of Lot 26, as shown on that certain Record of Survey Map filed in the Office of the County Recorder of said Calaveras County in Book 7 of Record of Surveys at Page 53 B thereof, said point being the True Point of Beginning; thence South 50° 16' East, along the Northerly line of said Lot 26, 45.00 feet; thence leaving said Northerly line, South 36° 17' 09" West, 172.35 feet to a point on the Southerly line of said Lot 26; thence North 51° 20' West along said Southerly line, 45.00 feet to the most Westerly corner of said Lot 26; thence North 36° 18' East, along the Westerly line of said Lot 26, 173.19 feet to the True Point of Beginning.

Easement Area Granted in this easement is described as follows:

The Easement Area shall be an area approximately ten foot by ten foot for installation of Grantee's equipment. The location on the Property of the Easement Area shall be about eleven feet from the river side fencing and forty four feet from the east side fencing, which is on the North East corner of the Property. The Easement Area also includes the property necessary to run a power connection from the Grantor's generator and power source to connect Grantee's equipment. No other area is provided to Grantee under this easement.

Agenda Item

DATE: March 1, 2022

TO: Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Engineering Department

RE: Jenny-Lind A-B Pipeline Design Consultant Award

SUMMARY:

The District issued a Request for Statement of Qualifications and Proposals for the Jenny-Lind A-B Pipeline Project on December 15, 2021. A total of 10 firms were notified of this project. A total of ten firms (including three firms that were not originally notified of this project) attended the site walk held on January 6, 2022. This project is separated into four major components:

1. New transmission pipeline from Tank A pump station to Tank B, with ability to backfeed from Tank B when the pump station is idle;
2. Modification of Tank B inlet and outlet pipes;
3. Assessment of Tank A pump station; and
4. System modeling to optimize pressure zones upon completion of improvements.

The District received six proposals on February 3, 2022. A total of five staff members reviewed the six proposals. Below is a summary of the proposals received.

Consultant Name	Proposed Level of Effort – Base Tasks	Proposed Fee
Bennett Engineering Services	1,724 ^a hours	\$614,622
Coleman Engineering	4,368 hours	\$664,640
Dudek	3,236 ^a hours	\$746,315
Murraysmith	2,423 ^a hours	\$632,588
Petersen Brustad Inc.	2,200 ^a hours	\$589,970
Sandis	3,666 hours	\$698,601

Notes: Scope of work includes geotechnical investigation and assumes an Initial Study/Mitigated Negative Declaration for project environmental analysis. Excludes engineering services during construction.

a – Hours shown are for prime consultant only. Fee estimate did not provide estimate of hours for subconsultants.

After the District review committee completed their review of qualifications and proposals, the review committee deemed a total of three firms (Bennett Engineering Services, Coleman Engineering and Weber Ghio Associates, and Peterson Brustad Inc.) as the highest qualified. While the committee identified strengths in the proposals from these three firms, in the end the committee decided that the team of Coleman Engineering and

Weber Ghio Associates was the most qualified for this project. The strengths of a quality, local staff, along with a good value in total number of hours compared to total project cost, helped the team of Coleman Engineering and Weber Ghio Associates stand out. Having a new set of eyes evaluate the model and provide recommendations on system changes was also viewed as important.

Staff will be presenting this item to the full Board at the March 23, 2022 meeting.

FINANCIAL CONSIDERATIONS:

The project was initially programmed to begin in FY 2023-24. However, given the pace of development along with on-going challenges in meeting demands during peak usage periods, staff recommends moving this project forward at this time. A CIP budget adjustment is necessary to accommodate the initiation of design for this project. Staff estimates that \$390,000 is sufficient to meet anticipated cash flow needs for the remainder of this fiscal year. This includes staff costs for project management and oversight, as well as environmental and permitting costs. This also assumes that District staff will conduct potholing efforts in support of the design effort. Anticipated savings in this fiscal year in Copper Cope Clearwell & Tank B/Repair & Paint Project (CIP #11083C) will cover the costs for this project in this fiscal year. The fund source is the Water Capital Reserve & Replacement Fund (Fund 125). An approved resolution from the District's Board of Director's will be necessary to initiate this project.

Agenda Item

DATE: March 1, 2022

TO: Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Engineering Department

RE: Capital Improvement Project Updates

- **West Point Water Supply Reliability Project (CIP 11106)**
The design team is completing the design documents. The project is scheduled to be advertised for bids in early Spring. The pre-purchased treatment unit is scheduled for delivery in September.
- **West Point and Wilseyville Wastewater Facilities Consolidation Project (CIP 15091)**
The project was advertised for bids on February 4th with a scheduled bid opening date of March 22nd. A job-walk was held on February 17th with 10 contractors in attendance. Clean Water State Revolving Fund (CWSRF) staff is completing its review of revised environmental documents. Final environmental clearance from the CWSRF must be obtained before starting any construction activities. Staff anticipates construction will commence this summer and continue through December 2023.
- **Copper Cove Lift Stations 6, 8, 15 & 16 and Lift Stations 12 & 13 Force Main Bypass Project (CIP 15076/15080)**
The project was advertised for bids on February 4th and the scheduled bid opening date is April 6th. A funding plan for the construction phase of this project will be presented at the time of award, as the engineer's estimate exceeds the available budget.
- **District Corp Yard (CIP 11101)**
General Contractor, Plummerbuilt Construction, has completed construction of the warehouse. As next steps, PG&E will provide a new single phase-400-amp power service and natural gas service from a junction box on George Reed Drive. A new pad mounted transformer will be installed along with a standby generator. Staff is preparing plans for Phase 2 of the project which includes the interior tenant improvements and site work around the back of the building. Staff anticipates that work on Phase 2 will commence this construction season.
- **AMI / AMR Project (CIP 11096)**
Mueller Systems has completed the meter and fixed network equipment installations within the Ebbetts Pass, Sheep Ranch and West Point service areas. Mueller is currently working on routing and assigning the installed meters to the network data

collection devices. District Staff can view meter information online as the assignment/routing is completed. Staff and Mueller Systems are working with Tyler to bring the meter information into Tyler CIS Billing Software as it becomes available.

Meters are currently being installed within the Copperopolis Service area. Mueller anticipates that work will continue in this area through end of February. Ultrasonic meters (meters with no moving parts) will be installed in areas of Rancho Calaveras and Copperopolis where service pressures exceed 140 psi. These ultrasonic type meters have a higher-pressure rating than standard PD Disk Meters, made specifically for this application. Meter installations have started in these higher-pressure areas.

This Project is funded through the United States Department of Agriculture – Rural Utilities Services (USDA) and billing must be submitted by Mueller on the USDA form and approved before payment. Discrepancies on the invoices have caused the billings to USDA to be delayed. District Staff has been working with Mueller to resolve this matter and identify a solution to expedite payment for work that has been performed.

- **Ebbetts Pass Redwood Tanks Project (CIP 11095)**

The steel tank manufacturer has had significant raw material (aluminum and steel) supply chain issues that have impacted manufacturing and delivery dates for the finished steel tank panels and aluminum dome roofs for the tanks. District Staff will be working diligently this upcoming construction season to attempt to complete the project. KW Emerson has begun the piping and foundation work at Heather Drive Tank in Forest Meadows. California Aquastore is completing Big Trees Tank 8 erection.

- **Ebbetts Pass Hunter Reservoir Raw Water Pump Cal-OES Hazard Mitigation Project – Phase 1 Design and Environmental Review (CIP 11103)**

The engineering and design contract was awarded to Blackwater and the environmental contract was awarded to Cardno-Stantec at the January 26th Board meeting. Blackwater has been evaluating the following three alternatives: floating intake, shore mounted self-priming pumps, and vertical turbine pumps. The self-priming pumps alternative (either fixed or deployable) has significant challenges due to lift and required horsepower of the pumps. The vertical turbine pump option, which includes installing pumps in a 45-foot-deep shaft on the shoreline and extending pump intake line horizontal into the reservoir, exceeds the Project Budget and comes with constructability challenges. Blackwater is currently evaluating the floating intake alternative which would allow the pump discharge line to be submerged below the water surface to avoid debris that accumulates along the spillway. The intake would be configured to function within the existing depths of the reservoir.

Staff anticipates that the 60% design submittal will be provided by end of April. Staff requested and obtained a 2-month time extension from California Office of Emergency Services (funding agency) on the design and environmental portions of the project.

- **Arnold Wastewater Treatment Facility Improvement Project (CIP 15095)**
 In addition to adding a new secondary clarifier, RAS/WAS pump station, and new aerobic digesters, the electrical motor controls and PLC and SCADA systems at the facility will be replaced. Hydrosience is currently preparing the 50% design. The project is scheduled to be advertised for bids by the end of summer.
- **Forest Meadows UV Replacement Project (CIP 15106)**
 The replacement UV system has been purchased. Delivery is expected in August 2022. Operations, Construction, and Engineering staff have worked together to develop a site design. The Construction crew will install the unit and construct the site improvements once the unit arrives. The existing stainless-steel channel must be demolished and removed, and a new concrete channel constructed to house the new UV lamp system.
- **Sheep Ranch Water Supply Reliability Study and Facilities Master Plan (CIP 11126)**
 The District's consultant, Lumos Engineering, continues to develop the Facilities Master Plan. A Board presentation of the draft study is tentatively scheduled for March 23rd and the Final Reliability Study submitted by the end of April 2022.
- **Copper Cove Wastewater Treatment Plant Tertiary Treatment and UV Improvements and Facilities Plan (CIP 15094)**
 A kickoff meeting with Keller and District Operations and Engineering staff was held on February 14th. This kickoff meeting included a field visit at the facility to aid Keller in better understanding the work. Staff and the Keller team are assessing the project schedule to identify opportunities to expedite project milestones. Keller has submitted a list of data and reports needed from the District. These documents are being compiled by District staff. Over the next month, surveying and bench testing are the upcoming major milestones for this project.
- **Copper Cove Wastewater Treatment Plant – Pond 6 Dam and Effluent Storage Reservoir Enlargement Project (CIP 15112)**
 Wagner & Bosignore has re-started this project. Below are the near-term deliverables:

 - February 25th – Receive draft of updated project drawings, specifications, Division of Safety of Dams (DSOD) Application with an estimate of the application fee, and project construction cost estimate.
 - March 7th – Submit plans and specifications, along with signed application and application payment to DSOD.
- **Copper Cove Water System Improvements (CIP 11083C, 11111, 11122)**
 A Request for Proposals (RFP) was issued on February 18th to a total of 28 engineering and environmental firms, with proposals due on March 22nd. A staff report to recommend award is anticipated to be placed on the May Engineering Committee agenda, with formal action to award a contract anticipated at the May 11th Board meeting. Prior to publication of the RFP, Engineering and Operations staff met with 9 engineering firms to discuss our vision for these projects and to stimulate interest in the project. Each firm indicated their intent to submit a proposal for this project.

- **Jenny Lind A-B Water Transmission Pipeline Replacement Project (CIP 11088)**
A status update for this project is included as a separate item in this agenda.

Agenda Item

DATE: March 1, 2022

TO: Engineering Committee, Calaveras County Water District
Michael Minkler, General Manager

FROM: Engineering Department

RE: Other Updates

- **Sheep Ranch Fire Protection Tank Project**

California Aquastore, the tank contractor, has completed the tank erection. The piping is now being installed by CTC Construction.

- **Jenny Lind Elementary School Force Main Project**

During the week of February 21, KASL Consulting Engineers (KASL) secured approval from CalTrans and multiple property owners to proceed with a geotechnical investigation to determine the optimal alignment for a force main. Staff and KASL continue to discuss the optimal lift station pumps for the two lift stations identified as necessary for the project, as well as the optimal location for a second lift station (with the first to be located at the Jenny Lind Elementary School) in order to develop a project to accommodate flows from the school and logically plan for adjacent parcels that would benefit from upsizing of this infrastructure, as there are 183 parcels adjacent to the proposed force main alignment and 237 parcels within 350 feet of the proposed force main alignment. Property acquisition for the second pump station will also need to be accomplished.

- **Grant Opportunities**

Staff submitted 3 grant applications for CIP #15094 (CC Secondary/Tertiary/UV Improvements), CIP #15112 (CC Pond 6), and CIP #11104 (Lake Tulloch Submerged Water Line Crossing) on January 12th, in response to the Department of Water Resources Urban and Multi-benefit Drought Relief Program. Notification of projects awarded funding is expected by the end of February. Staff continues to monitor other funding opportunities for applicability to District projects, such as Proposition 1 – Round 2 Integrated Regional Water Management (IRWM) Implementation Grant Program.

- **Construction Projects**

- **Gold Creek 3:** The project has not been accepted by the District. Outstanding punchlist items remain to be resolved by applicant.
- **Copper Valley (Saddle Creek 7B):** Applicant is awaiting favorable weather to pave. Finish work and punchlist items remain to be addressed.
- **Tri-Dam Lake Tulloch Day Use Area:** District is in process to obtain an easement from the property owner for infrastructure to be installed.

- **Developer Projects**

- **Copper Valley Square:** Staff continue to have meetings with representatives of CV Development Partners LLC to continue on-going discussions on key issues including capacity fees pertaining to change of use applications, future planned redevelopment of the Copper Valley Square complex, a permanent sewer force main to serve Copper Valley Square, upgrades to the Reeds Turnpike Pump Station to increase potable water delivery to Copperopolis and Copper Valley Square, and other regional development issues. Staff meets with CV Developers frequently to discussion and work towards solving these issues. Meetings have included a field visit to the Reeds Turnpike Pump Station on February 3rd and conference call with their development engineer on February 18th to discuss the District's feedback on the Basis of Design Report for the force main and pump station improvements.
- **Hogan Oaks I and II:** Staff participated in a discussion with the owner's representative and design engineer to discuss the proposed developments. Both Hogan Oaks I and Hogan Oaks II are in close proximity to the District's La Contenta Wastewater Treatment Facility. The design engineer developed a comprehensive package related to proposed water and wastewater system improvements. The Engineering Department continues to review the proposed improvements. A meeting is scheduled in early March to continue the discussion.
- **Wallace Ridge Estates:** The proposed 31-unit development is part of the existing Wallace Lake Estates subdivision and is intended to be served by the Wallace water and wastewater systems. Design work for the development is being handled by Jesse Shaw, PE. The owner submitted concept review application and District Staff are working with Mr. Shaw to assess the impact the proposed development will have on the existing water and wastewater systems. The District has advised the applicant to conduct field investigations and provide technical documents to assess the viability of using existing wells to meet potable water demands for the proposed development.